

<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 4/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: <b>Housing Authority of Henderson</b> PHA Code: <b>KY012</b> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <b>04/2009</b>				
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <b>430</b> Number of HCV units: <b>649</b>				
<b>3.0</b>	<b>Submission Type</b> <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
	PHA 1:				PH      HCV
	PHA 2:				
	PHA 3:				
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update. <b>N/A-ANNUAL PLAN ONLY SUBMISSION</b>				
<b>5.1</b>	<b>Mission.</b> 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 for the next five years: <b>N/A-ANNUAL PLAN ONLY SUBMISSION</b>				
<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. <b>N/A-ANNUAL PLAN ONLY SUBMISSION</b>				
<b>6.0</b>	<b>PHA Plan Update</b> (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: <b>SEE ATTACHMENTS</b> <b>1) ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)</b> <b>2) SECTION 8 ADMINISTRATIVE PLAN</b> <b>3) MAINTENANCE PLAN</b>  (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. <b>HOUSING AUTHORITY OF HENDERSON and the CITY OF HENDERSON</b>				
<b>7.0</b>	<b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i> <b>HOMEOWNERSHIP-SEE ATTACHMENT -SECTION 8 ADMINISTRATIVE PLAN—SECTION 37</b>				
<b>8.0</b>	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable. — <b>SEE ATTACHMENT</b>				
<b>8.1</b>	<b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. <b>SEE ATTACHMENT</b>				
<b>8.2</b>	<b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. <b>SEE ATTACHMENT</b>				
<b>8.3</b>	<b>Capital Fund Financing Program (CFFP).</b> <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.				

9.0	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. <b>N/A-ANNUAL PLAN ONLY SUBMISSION</b></p>
9.1	<p><b>Strategy for Addressing Housing Needs.</b> 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. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. N/A- ANNUAL PLAN ONLY SUBMISSION</b></p>
10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <ul style="list-style-type: none"> <li>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan <b>N/A – ANNUAL PLAN ONLY SUBMISSION</b></li> <li>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification” <b>N/A-ANNUAL PLAN ONLY SUBMISSION</b></li> </ul>
11.0	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office. <b>SEE ATTACHMENTS</b></p> <ul style="list-style-type: none"> <li>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</li> <li>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</li> <li>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</li> <li>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</li> <li>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</li> <li>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</li> <li>(g) Challenged Elements</li> <li>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</li> <li>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</li> </ul>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

## Instructions form HUD-50075

**Applicability.** This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

### 1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

### 2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

### 3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

### 4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

### 5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

**5.1 Mission.** A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

**5.2 Goals and Objectives.** Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

**6.0 PHA Plan Update.** In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

#### PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

**7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers**

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm)  
**Note:** This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

**8.0 Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

**8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

**8.2 Capital Fund Program Five-Year Action Plan**

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

**8.3 Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

**9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**9.1 Strategy for Addressing Housing Needs.** Provide a 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. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:

- (a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**
- (b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

- (c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

**11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

- (a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*
- (b) Form HUD-50070, *Certification for a Drug-Free Workplace (PHAs receiving CFP grants only)*
- (c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions (PHAs receiving CFP grants only)*
- (d) Form SF-LLL, *Disclosure of Lobbying Activities (PHAs receiving CFP grants only)*
- (e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet (PHAs receiving CFP grants only)*
- (f) Resident Advisory Board (RAB) comments.
- (g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.
- (h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.1.
- (i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan (Must be attached electronically for PHAs receiving CFP grants only)*. See instructions in 8.2.

Housing Authority of Henderson

**HOUSING AUTHORITY OF HENDERSON**  
**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

**PREPARED**

**BOARD APPROVED**

**Mission Statement:** The Mission of the Housing Authority of Henderson is to promote, without discrimination, affordable quality housing, economic opportunity, and a positive living environment for the residents we serve

Revised and approved by  
board resolution monthly as  
necessary

# TABLE OF CONTENTS

<b>1.0</b>	<b>FAIR HOUSING</b>	<b>1</b>
<b>2.0</b>	<b>REASONABLE ACCOMMODATION</b>	<b>2</b>
2.1	COMMUNICATION	2
2.2	QUESTIONS TO ASK IN GRANTING THE ACCOMODATION	2
<b>3.0</b>	<b>RIGHT TO PRIVACY</b>	<b>4</b>
3.1	NON-ENGLISH SPEAKING PERSONS	4
<b>4.0</b>	<b>REQUIRED POSTINGS</b>	<b>5</b>
<b>5.0</b>	<b>TAKING APPLICATIONS</b>	<b>6</b>
5.1	MISREPRESENTATION BY THE APPLICANT OR RESIDENT	7
<b>6.0</b>	<b>ELIGIBILITY FOR ADMISSION</b>	<b>8</b>
6.1	INTRODUCTION	8
6.2	ELIGIBILITY CRITERIA	8
6.3	SUITABILITY	12
6.4	GROUNDNS FOR DENIAL OR TERMINATION OF ASSISTANCE FOR APPLICANT RESIDENT	14
6.41	VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY	18
6.5	INFORMAL REVIEW GRIEVANCE PROCEDURES	24
6.6	PROCEDURES TO OBTAIN A HEARING/REQUEST FOR A FORMAL HEARING	25
6.7	SELECTION OF A HEARING OFFICER	25
6.8	FAILURE TO REQUEST A HEARING	26
6.9	HEARING PREREQUISITE	26
6.10	ACCOUNT DEPOSIT	26
6.11	SCHEDULE OF HEARINGS	27
6.12	PROCEDURES GOVERNING THE HEARING	27
6.13	DECISION OF THE HEARING OFFICER	28
<b>7.0</b>	<b>WAITING LIST</b>	<b>30</b>
7.1	ORGANIZATION OF THE WAITING LIST	30
7.2	PURGING THE WAITING LIST	30
7.3	REMOVAL OF APPLICANT FROM THE WAITING LIST	30
7.4	MISSED APPOINTMENTS	30
7.5	NOTIFICATION OF NEGATIVE ACTIONS	31
<b>8.0</b>	<b>RESIDENT SELECTION AND ASSIGNMENT PLAN</b>	<b>32</b>
8.1	PREFERENCES	32
8.2	ASSIGNMENT OF BEDROOM SIZES	34
8.3	SELECTION FROM THE WAITING LIST	35
8.4	DECONCENTRATION POLICY	35
8.5	OFFER OF A UNIT	36
8.6	REJECTION OF A UNIT	36
8.7	ACCEPTANCE OF A UNIT	36

<b>9.0</b>	<b>INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME</b>	<b>38</b>
9.1	INCOME	38
9.2	ANNUAL INCOME EXCLUSIONS	42
9.3	DEDUCTIONS FROM ANNUAL INCOME	46
9.4	RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME	48
9.5	COOPERATING WITH WELFARE AGENCIES	48
9.6	COOPERATING WITH LAW ENFORCEMENT AGENCIES	49
<b>10.0</b>	<b>VERIFICATION</b>	<b>50</b>
10.1	ACCEPTABLE METHODS OF VERIFICATION	50
10.2	TYPES OF VERIFICATIONS	53
10.3	VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS	56
10.4	VERIFICATION OF SOCIAL SECURITY NUMBERS	57
10.5	TIMING OF VERIFICATION	57
10.6	FREQUENCY OF OBTAINING VERIFICATION	58
10.7	SPECIAL VERIFICATION FOR ADULT STUDENTS	58
<b>11.0</b>	<b>DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT</b>	<b>59</b>
11.1	FAMILY CHOICE	59
11.2	THE INCOME METHOD	59
11.3	MINIMUM RENT	60
11.4	THE FLAT RENT	62
11.5	POLICE OFFICERS RENT	62
11.6	CEILING RENT INCOME BASED METHOD	62
11.7	RENT FOR FAMILIES UNDER THE NONCITIZEN RULE	62
11.8	UTILITY ALLOWANCE	63
11.9	PAYING RENT	64
11.10	NON PAYMENT OF RENT	64
11.11	HOUSING AUTHORITY MISTAKE IN CALCULATING RENT	64
<b>12.0</b>	<b>CONTINUED OCCUPANCY AND COMMUNITY SERVICE</b>	<b>66</b>
12.1	GENERAL	66
12.2	EXEMPTIONS	66
12.3	NOTIFICATION OF THE REQUIREMENT	66
12.4	VOLUNTEER OPPORTUNITIES	67
12.5	THE PROCESS	67
12.6	NOTIFICATION OF NONCOMPLIANCE WITH COMMUNITY SERVICE EQUIREMENTS	68
12.7	OPPORTUNITY FOR CURE	68
12.8	PROHIBITIONS AGAINST REPLACEMENT OF AGENCY EMPLOYEES	68
<b>13.0</b>	<b>REEXAMINATIONS</b>	<b>70</b>
13.1	GENERAL	70
13.2	FAILURE TO RESPOND	70
13.3	FLAT RENTS	70
13.4	CEILING RENT INCOME BASED METHOD	71
13.5	THE INCOME METHOD	71
13.6	POLICE OFFICERS RENT	72
13.7	EFFECTIVE DATE OPF RENT CHANGES FOR ANNUAL REEXAMINATIONS	72
13.8	INTERIM REEXAMINATIONS	72
13.9	SPECIAL REEXAMINATIONS	75

13.10	EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMS	75
14.0	UNIT TRANSFERS	76
14.1	OBJECTIVES OF THE TRANSFER POLICY	76
14.2	CATEGORIES OF TRANSFER	76
14.3	DOCUMENTATION	77
14.4	INCENTIVE TRANSFERS	77
14.5	PROCESSING TRANSFERS	79
14.6	COST OF THE FAMILY'S MOVE	79
14.7	TRANSFER FEE	81
14.8	RESIDENTS IN GOOD STANDING	81
14.9	TRANSFER REQUESTS	81
14.10	RIGHT OF THE HOUSING AUTHORITY OF HENDERSON IN TRANSFER POLICY	81
15.0	INSPECTIONS	82
15.1	MOVE-IN INSPECTIONS	82
15.2	ANNUAL INSPECTIONS	82
15.3	PREVENTATIVE MAINTENANCE INSPECTIONS	82
15.4	SPECIAL INSPECTIONS	82
15.5	HOUSEKEEPING INSPECTIONS	83
15.6	NOTICE OF INSPECTION	83
15.7	EMERGENCY INSPECTIONS	83
15.8	PRE-MOVE-OUT INSPECTIONS	83
15.9	MOVE-OUT INSPECTIONS	83
16.0	PET POLICY	84
17.0	TRESPASS POLICY	89
18.0	REPAYMENT AGREEMENTS	92
19.0	TERMINATION	93
19.1	TERMINATION BY RESIDENT	93
19.2	TERMINATION BY THE HOUSING AUTHORITY	93
19.3	TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT	95
19.4	ABANDONMENT	95
19.5	RETURN OF SECURITY DEPOSIT	96
20.0	CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES & ETHICAL STANDARDS	97
20.1	PURPOSE	97
20.2	CONFLICT OF INTEREST	97
20.3	PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS	98
20.4	HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES	98

<b>21.0</b>	<b>ANTI-FRAUD AND CORRUPTION POLICY</b>	<b>99</b>
21.1	WHAT'S COVERED	99
21.2	GETTING THE CULTURE RIGHT	99
21.3	EMPLOYEES AND BOARD OF COMMISSIONERS	100
21.4	INTERNAL CONTROLS	100
21.5	DETECTION AND INVESTIGATION	100
21.6	PRINCIPLES	99
21.7	REPORTING FRAUD	100
<b>22.0</b>	<b>EIV/UIV POLICY</b>	<b>101</b>
<b>23.0</b>	<b>GLOSSARY OF TERMS</b>	<b>108</b>
<b>24.0</b>	<b>ACRONYMS</b>	<b>121</b>
<b>APPENDIX I</b>	<b>DECONCENTRATION POLICY</b>	<b>123</b>
<b>APPENDIX II</b>	<b>CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING</b>	<b>127</b>
<b>APPENDIX III</b>	<b>LANGUAGE CERTIFICATION</b>	<b>129</b>

## **1.0 FAIR HOUSING**

It is the policy of the Housing Authority of Henderson to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Housing Authority of Henderson shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, sexual orientation, marital status, age, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority of Henderson's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority of Henderson will provide Federal/State/local information to applicants/residents of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority of Henderson office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority of Henderson will assist any family that believes it has suffered illegal discrimination by providing it copies of the appropriate housing discrimination forms. The Housing Authority of Henderson will also assist it in completing the forms if requested, and will provide the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority of Henderson housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability.

This policy clarifies how people can request accommodations and the guidelines the Housing Authority of Henderson will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority of Henderson will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

### **2.1 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

All decisions granting or denying requests for reasonable accommodations will be in writing.

### **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

- A. Is the requestor a person with disabilities? For this purpose, the definition of a person with disabilities is different from the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, e.g., heart condition.)

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Housing Authority of Henderson will obtain verification that the person requesting the accommodation is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority of Henderson will obtain documentation that the requested accommodation is needed due to the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Housing Authority of Henderson's business is housing.
  2. If the request would alter the fundamental business that the Housing Authority of Henderson conducts, that would not be reasonable. For instance, the Housing Authority of Henderson would deny a request to have the Housing Authority of Henderson do grocery shopping for a person with disabilities.
  3. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority of Henderson may deny or request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally, the individual knows best what it is he/she needs; however, the Housing Authority of Henderson retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority of Henderson's programs or services.

If more than one accommodation is equally effective in providing access to the Housing Authority of Henderson's programs and services, the Housing Authority of Henderson retains the right to deny select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Housing Authority of Henderson if there is no one else available to pay for the modifications. If another party pays for the modification, the Housing Authority of Henderson will seek to have the same entity pay for any restoration costs.

Any request for an accommodation that would enable a resident to materially violate essential lease terms will not be approved, e.g., allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

### **3.0 RIGHT TO PRIVACY**

All adult members of both applicant and resident households are required to sign HUD Form 9886, and the Housing Authority of Henderson and Privacy Notice for Release of Information. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.

### **3.1 NON-ENGLISH SPEAKING PERSONS**

A. Non-English Speaking Persons: The PHA shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice Published in the Federal Register. The PHA shall balance these factors in deciding what to do:

1. The number of proportion of LEP persons served or encountered in the eligible service area;
2. The frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the provided by the program;
4. The resources available to the PHA and costs.

Depending upon what this analysis reveals, the PHA may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined above reference Notice shall be utilized.

In addition, the PHA will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the PHA shall utilize multilingual "I speak cards to the maximum degree possible." See Appendix III.

## **4.0 REQUIRED POSTINGS**

In each of its offices, the Housing Authority of Henderson will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. A listing of all the developments by name, address, number of units, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- C. Income Limits for Admission
- D. Utility Allowance Schedule
- E. Current Schedule of Routine Maintenance Charges
- F. Dwelling Lease
- G. Grievance Procedure
- H. Fair Housing Poster
- I. Equal Opportunity in Employment Poster
- J. Any current Housing Authority of Henderson Notices

## 5.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted **Monday through Friday** from 8:00 am to 11:00 am and 1:00 PM to 4:00 PM at:

**Housing Authority of Henderson  
111 South Adams Street  
Henderson, Kentucky 42420**

All admissions to public housing shall be made based on a written application in such form as the Authority shall prescribe. The Application for Admission shall constitute the basic legal record of each family applying for admission and shall support the Authority's determinations of eligibility status, priority status, rent, and size of unit for which the applicant is qualified. All supplemental materials pertaining to eligibility shall be considered a part of the application record and carefully recorded.

This includes verifications of income and family composition and such other data as may be required. The following conditions shall govern the taking and processing of applications.

1. The Authority shall not discriminate based upon race, color, creed, religion, national origin, sex, sexual orientation, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
2. Applications for public housing will be in writing on a form provided by the Housing Authority of Henderson. Authority staff will complete the application and all related forms based on information provided by the applicant. The applicant shall sign and certify, subject to civil and criminal penalties, to the accuracy of all statements made therein. The Authority reserves the right to require the signature of any or all-adult members of the applicant household.
3. Any changes to the application are to be made by drawing a single line through the original entries and entering the correct data. The reason and authority for each change shall be noted in the record, which shall be dated and initialed by the person making the change.
4. Applicants will be required to submit verification documentation as part of the application process. Applicants will be given a list of required verifications at the time of their interview with Housing Authority of Henderson personnel for the purpose of determining eligibility.

5. Applicants who provide all required verification documentation will be placed on the waiting list based on the family's verified preference and the date and time. The application shall be considered complete when all required verifications are received and all application questions are completed. The application shall be signed by the applicant and designated Housing Authority staff person.
6. The Authority reserves the right to establish times for taking applications, including by appointment. The Authority staff may at its discretion provide for application interviews outside normal hours when necessary.
7. Applications shall be updated as applicants report changes in income and family circumstances. All modifications to applications shall be properly documented and the transaction initialed by the staff member making the change.
8. All active applications will be purged as necessary or as practical. Notification shall be sent to each applicant informing the applicant that unless he/she confirms his/her continued interest, his/her application will be removed from the active file.

A returned notification will be attached to the respective application as evidence of unsuccessful effort to locate the applicant. All applicants will be instructed to notify the Housing Authority of Henderson whenever there is a change in family composition, income, address, and any other factors relative to their eligibility status. In addition, applicants will be instructed to notify the Authority if the applicants no longer desire consideration for public housing.

9. The Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements.

### **5.1 MISREPRESENTATION BY THE APPLICANT OR RESIDENT**

If an applicant or public housing resident is found to have made willful misrepresentations at any time, the applicant or public housing resident may be declared ineligible and the participant may be terminated because of the act of fraud. If such misrepresentation resulted in the public housing resident paying a lower rent than was appropriate, the public housing resident shall be required to pay the difference between the actual payments and the amount that should have been paid. In justifiable instances, the PHA may take such other actions as it deems appropriate, including referring the public housing resident to the proper authorities for possible criminal prosecution.

## 6.0 ELIGIBILITY FOR ADMISSION

### 6.1 INTRODUCTION

There are five eligibility requirements for admission to public housing:

- A. Qualifies as a family as defined in Section 6.2.
- B. Has an income within the income limits as defined in Section 6.2.
- C. Meets citizenship/eligible immigrant criteria.
- D. Provides documentation of Social Security numbers.
- E. Sign consent authorization documents.
- F. Be eligible according to the Housing Authority of Henderson screening criteria in order to be admitted to public housing.
- G. The head-of-household must be at least 18 years of age at time of making application.

### 6.2 ELIGIBILITY CRITERIA

- A. Family status: All Families must have a Head of Household or Co-Heads of Household.
  - 1. **Family with or without children.** Two or more persons related by blood, marriage, or by operation of law. A family with or without children who live regularly together as a single household in the dwelling unit. By definition, a family must contain a competent adult willing to enter into a contract and capable of functioning as the head of the household. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.
    - a. Children temporarily absent from the home due to placement in foster care are considered family members.
    - b. Unborn children and children in the process of being adopted are considered family members for determining bedroom size but are not considered family members for determining income limit.
  - 2. An **elderly family**, which is:
    - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;

- b. Two or more persons who are at least 62 years of age living together; or
  - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near-elderly family**, which is:
- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
  - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
  - c. One or more persons, who are at least 50 years of age, but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
  - b. Two or more persons with disabilities living together; or
  - c. One or more persons with disabilities living with one or more live-in aides.

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

5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed because of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a resident family**, who is at least 18 years of age or older and is listed on the dwelling lease and who continues to live in the unit after all other members have left. The remaining member will be subject to all eligibility requirements.
7. A **single person** 18 years of age or older, who is not an elderly or displaced person with disabilities, or the remaining member of a resident family.

## B. Income Eligibility

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income guidelines set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. Income guidelines apply only at admission and are not applicable for continued occupancy.
3. A family may not be admitted to the public housing program from another assisted housing program (e.g., Tenant-Based/Project Based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Housing Authority of Henderson.
4. Income limit restrictions do not apply to families transferring within our Public Housing Program.
5. The Housing Authority of Henderson may allow up to four (4) police officers that would not otherwise be eligible for occupancy in public housing to reside in public housing dwelling units. Prior approval for said occupancy must be obtained from the Executive Director of the Housing Authority of Henderson. Such occupancy is needed to increase security for public housing residents. The police officer's rent will be the lesser of the cost to operate the public housing unit or the flat rent for the type of dwelling unit.
6. If the Housing Authority of Henderson acquires a property for federal public housing purposes, the families living there must have incomes within the low income limit in order to be eligible to remain as public housing residents.

## C. Citizenship/Eligibility Status

1. To be eligible for public housing each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exceptions noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the non-citizen rule.)

- c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 3 months of age and older must provide a Social Security card or documentation they have applied for one.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Housing Authority of Henderson to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Housing Authority of Henderson to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD or the Housing Authority of Henderson to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
  - e. A statement allowing the Housing Authority of Henderson permission to access the applicant's criminal record with any and all police or law enforcement agencies

F. Special College Student Eligibility Rules

In order to be eligible for public housing, college students living outside their parents or guardians homes must have established a separate household for at least one year prior to applying to the public housing program. This will be verified by presenting to the Housing Authority of Henderson evidence of the establishment of the separate household.

The college student must not be claimed as a dependant by parents or guardians on their IRS returns. This will be verified by examining the student's IRS return for the

previous year. The Housing Authority of Henderson will examine the box that asks if someone else claimed them on their tax return.

If the student is receiving an athletic scholarship that includes over \$5000 a year for housing costs, the student shall not be eligible for public housing.

### **6.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Housing Authority of Henderson will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other residents, Housing Authority of Henderson employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
  
- B. The Housing Authority of Henderson will consider objective and reasonable aspects of the family's background, including the following:
  - 1. History of meeting financial obligations, especially rent;
  - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
  - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other residents or staff or cause damage to the property;
  - 4. History of disturbing neighbors or destruction of property;
  - 5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  - 6. History of abusing alcohol or drugs in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
  - 7. Committed acts, which would constitute fraud in connection with and/or has been evicted from any federally assisted housing program.

C. The Housing Authority of Henderson will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority of Henderson will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of all adult household members;
2. A rental history check of all adult family members;
3. Criminal backgrounds check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority of Henderson may require the applicant and other household members to contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

This criminal background check will proceed after each adult household member has signed a consent form designed by the Housing Authority of Henderson.

The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the Housing Authority of Henderson who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Housing Authority of Henderson's action has expired without a challenge or final disposition of any litigation has occurred;

4. Home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No household with an individual registered under a State sex offender registration will be admitted to public housing. The Housing Authority of Henderson will check with our State registry and if the applicant has resided in another State(s) with the State(s)'s list.

**6.4 GROUND S FOR DENIAL OR TERMINATION OF ASSISTANCE FOR APPLICANT/RESIDENT**

The Housing Authority of Henderson may deny an applicant admission to participate or, with respect to a current resident terminate the current lease or, may refuse to approve a new lease, if the applicant or resident: (Ref: 24 CFR 960.203, 24 CFR 960.607 and 24 CFR 982.552)

- A. Non -Compliance with the Community Service Requirement, owes rent, other amounts, or judgments to any PHA or any other federally subsidized housing program, the applicant will be declared ineligible. At the PHA'S discretion, the applicant may be declared eligible upon fulfilling the Community Service Requirement, payment of the debt, with the date and time of application being the time of community service cure or payment and meeting other criteria.

Note: Applicants who owe a PHA or any other federally subsidized program funds or community service hours will not be processed for receiving assistance. If the applicant owes money or community service hours as a prior participant, the applicant will not be accepted nor placed on the waiting list, until payment or cure of community service hours is made in full. Re-paying funds or fulfilling hours that are due, does not necessarily qualify an applicant for housing assistance. Such payments will be considered along with other factors in the application process. However, the Housing Authority of Henderson reserves the right to enter into repayment agreements with applicants for any past due balances owed to the PHA. Such repayment agreements must be executed prior to processing the application for housing assistance;

- B. As a previous participant in the Public Housing Program, the applicant has been evicted or has not reimbursed the PHA or another PHA for any amounts paid to an owner under a housing assistance contract for rent or other amounts owed by the family under its lease and for a vacated unit;
- C. Engage in drug-related criminal activity or violent criminal activity, including criminal activity by the family member; (Reference for public housing, 24 CFR 960.203, 24 CFR 960.204 and Housing Choice Voucher program, 24 CFR 982.553(a) (1) (2).
- D. Breaches a repayment agreement to the PHA and/or landlord;
- E. Committed acts that would constitute fraud in connection with and/or has been evicted from any federally assisted housing program;
- F. Did not provide information required with the time frame specified (the applicable dates are contained in the letters from the PHA to the applicant) during the application process;

- G. The PHA shall deny the admission of a family, if the applicant, or any member of the applicant's family does not sign and submit consent form that are provided by the PHA for the purpose of verifying employment and income information;
- H. The applicant family must have properly completed all application requirements, including verifications. 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 assistance will be terminated for such misrepresentation;
- I. The applicant and all adults must sign a release allowing the PHA to request a copy of a police report from the National Crime Information Center, Police Department, and Administrative Office of the Courts, Pretrial Services, or other Law Enforcement Agencies. If the PHA uses the information to deny or terminate assistance the PHA must provide a copy of the report;
- J. Committed acts which would constitute fraud in connection with any state or federally assisted welfare program;
- K. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- L. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including alcohol and drug-related criminal activity that would adversely affect the health, safety, or well-being of other residents or staff or cause damage to the property;
- M. Have a history of disturbing neighbors or destruction of property;
- N. Evicted from federally assisted housing within three (3) years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- O. Evicted from federally assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- P. If the PHA determines that 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, the PHA will deny admission. The PHA may waive this requirement if:
  - (1) The person demonstrates to the PHA'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.
- Q. Have engaged in or threatened abusive or violent behavior towards any Housing Authority of Henderson staff or residents;
- R. Have a household member who has ever been evicted from public housing; or any federally assisted program;
- S. Have a family household member who has been terminated under the Section 8 project based or voucher program;
- T. Fleeing to avoid prosecution, 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.
- U. If an applicant is denied admissions, the PHA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal review on such determination. The denial letter will allow the applicant (10) calendar days to request an informal review (in writing) with the PHA. A PHA representative will hear the appeal and issue a decision within (10) ten calendar days of the review.
- V. Non-Compliance of the Community Service Requirement as set forth in 24CFR Subpart F 960.600 – 960.609.
- W. Domestic Violence (Violence Against Women Act) see section 6.41
- X. Applicants/residents will be denied admission to public housing programs for the following periods:
- (1) Denied admission for (2) two years for violations involving:
    - (a) Having an arrest record that indicates that the applicant/resident has been found guilty of engaging in illegal use, or possession for personal use, of a controlled substance including involvement with drug paraphernalia (subject to P (1) above) or repeated violent criminal activity;
    - (b) Breaking the lease if prior Section 8 participant;
    - (c) Leaving any federally assisted program with damage to the assisted unit beyond normal wear and tear; or being terminated for tenant caused HQS violations.
    - (d) Being evicted if prior Section 8 participant or Public Housing resident.
  - (2) Denied admission for (3) three years for the following:

- (a) Fraud (giving false information on the application, during an interim or annual reexamination is considered fraud);
- (b) Applicant has committed fraud against any Federal or State assisted program; or
- (c) Evicted or terminated from any PHA or any federally assisted housing for drug-related or violent criminal activity.

**Persons evicted or terminated** from Public Housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity or violent criminal activity are ineligible for admission to assisted housing for a three-year period beginning on the date of such eviction or termination.

The PHA can waive this requirement if; the person demonstrates to the PHA's satisfaction successful completion of a rehabilitation program approved by the PHA, or the circumstances leading to the eviction no longer exist.

- (3) Denied admission for (10) ten years for a conviction of drug trafficking, drug cultivation or drug manufacturing (24 CFR 960.203 (3) (ii)).

**Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a housing development or in a federally assisted property;

All decisions to deny or terminate assistance will be based on credible evidence. Examples include evidence provided by law enforcement officials and the court system, such as drug raids, drugs found in the dwelling unit, evidence that is tied to the activity, arrest warrants issued, and any other credible evidence including testimony from neighbors.

- Y. **Denied for Life:** Has a current registration under a State sex offender registration program. ( 24 CFR 960.203, 24 CFR 960.204 and 24 CFR 982.553)

**Registered sex offenders shall not reside in or use for any purpose the housing and other facilities operated or owned by the Housing Authority of Henderson and shall not participate in the activities or programs of the Authority. Residents of the Housing Authority of Henderson shall not invite or otherwise permit a known registered sex offender to use the property or to participate in the functions of the Housing Authority of Henderson.**

**Eviction actions may be brought against any household found to be in violation of this section.**

- Z. Live-In Aides. In accordance with 24CFR Section 982.316, the PHA must approve the person identified as a live-in aide (see Section 23.0 Glossary of Terms for definition of a live-in aide). The PHA may disapprove such a person if he/she has:**
- 1. Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.**
  - 2. Committed drug-related criminal activity, violent criminal activity or has a current registration under a State sex offender registration program.**
  - 3. Currently owes a PHA or other federally subsidized program funds or community service hours.**

## **6.41 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

### **I. PURPOSE AND APPLICABILITY**

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth PHA’s policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the Housing Authority of Henderson of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### **II. GOALS AND OBJECTIVES**

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by PHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between PHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by HA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by PHA.

### III. Other PHA Policies and Procedures

This Policy shall be referenced in and attached to PHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of PHA's Admissions and Continued Occupancy Policy and Section Administrative Policy.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of PHA, the provisions of this Policy shall prevail.

### IV. DEFINITIONS

As used in this Policy:

A. **Domestic Violence** – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

B. **Dating Violence** – means violence committed by a person—

- (1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (a) The length of the relationship.
  - (b) The type of relationship.
  - (c) The frequency of interaction between the persons involved in the relationship.

C. **Stalking** – means –

- (1) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (2) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
  - (a) that person;
  - (b) a member of the immediate family of that person; or
  - (c) the spouse or intimate partner of that person;

D. **Immediate Family Member** - means, with respect to a person –

- (1) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (2) any other person living in the household of that person and related to that person by blood or marriage.

E. **Perpetrator** – means person who commits an act of domestic violence, dating violence or stalking against a victim.

## V. ADMISSIONS AND SCREENING

**Non-Denial of Assistance.** PHA will not deny admission to Public Housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

## VI. TERMINATION OF TENANCY OR ASSISTANCE

A. **VAWA Protections.** Under VAWA, Public Housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by PHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by PHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- (a) Nothing contained in this paragraph shall limit any otherwise available authority of PHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither PHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
- (b) Nothing contained in this paragraph shall be construed to limit the authority of PHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or PHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

(c) The PHA may evict if the perpetrator, after being barred from said property, returns and cohabitates with the victim regardless of whether or not there are future acts of acts of domestic violence.

C. **Removal of Perpetrator.** Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, PHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by PHA. Leases used for all public housing operated by PHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by PHA, shall contain provisions setting forth the substance of this paragraph.

## VII. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

A. **Requirement for Verification.** The law allows, but does not require, PHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., PHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by PHA. Section 8 owners or managers receiving rental assistance administered by PHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

- (1) **HUD-approved form** - by providing to PHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator. (**Exhibit C – Admin or Appendix II - ACOP**)
- (2) **Other documentation** - by providing to PHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional’s belief that the incident or

incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

(3) **Police or court record** – by providing to PHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. **Time allowed to provide verification/ failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by PHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. **Waiver of verification requirement.** The Executive Director of PHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## VIII. CONFIDENTIALITY

A. **Right of confidentiality.** All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to PHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

- (1) requested or consented to by the individual in writing, or
- (2) required for use in a Public Housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
- (3) otherwise required by applicable law.

B. **Notification of rights.** All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by PHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

## **IX. TRANSFER TO NEW RESIDENCE**

**No right to transfer.** PHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph XI below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of PHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

## **XI. RELATIONSHIPS WITH SERVICE PROVIDERS**

It is the policy of PHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If PHA staff become aware that an individual assisted by PHA is a victim of domestic violence, dating violence or stalking, PHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring PHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case.

## **XII. NOTIFICATION**

PHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

## **XIII. RELATIONSHIP WITH OTHER APPLICABLE LAWS**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

## **XIV. AMENDMENT**

PHA may amend this policy from time to time as approved by the PHA Board of Commissioners.

**6.5 *APPLICANT DENIED ASSISTANCE AND PROVIDED OPPORTUNITY FOR INFORMAL REVIEW OR PARTICIPANT ASSISTANCE IS TERMINATED AND PROVIDED OPPORTUNITY FOR INFORMAL REVIEW AND GRIEVANCE PROCEDURES***

**PROCEDURES PRIOR TO A HEARING - INFORMAL REVIEW**

**Informal Review Procedures for all applicants**

If an applicant is denied admission, the Housing Authority of Henderson will notify the applicant, in writing, of its determination and inform the applicant that he/she has an opportunity for an informal review on such determination. The denial letter will allow the applicant ten (10) calendar days to request, in writing, an informal review. A representative of this PHA will hear the informal review and issue a decision including a brief statement of the reason for the final decision within ten (10) calendar days of the meeting.

**Informal Review Procedures for Residents**

If a resident is terminated from the program, the Housing Authority of Henderson will notify the applicant, in writing, of its determination and inform the resident that he/she has an opportunity for an informal hearing on such determination. The termination letter will allow the resident ten (10) calendar days to request, in writing, an informal review.

The informal review will be conducted by a person designated by the Housing Authority of Henderson, other than a person who made or approved the decision under review.

The resident will be given an opportunity to present written or oral objection at the hearing.

A representative of the Housing Authority of Henderson will issue a decision including a brief statement of the reason for the decision within ten (10) calendar days of the meeting and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the resident(s), dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under these procedures may be obtained if the resident is not satisfied.

### **Informal Review – Non -citizen**

The resident family may request that the Housing Authority of Henderson provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS.

The resident family must make this request within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

For the resident families, the Informal Hearing Process above will be utilized with the exception that the resident family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

### **6.6 PROCEDURES TO OBTAIN A HEARING/REQUEST FOR A FORMAL HEARING**

The resident shall submit a written request for a hearing to the Housing Authority office within Ten (10) calendar days from the date of the mailing of the summary of the discussion pursuant to section 6.5. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

### **6.7 SELECTION OF A HEARING OFFICER**

All grievance hearings shall be conducted by an impartial person or persons appointed by the Housing Authority of Henderson in the manner described below:

- A. The Housing Authority of Henderson shall nominate a slate of impartial persons from the tri-state area to sit as permanent hearing officers or hearing panel members. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel, feels capable of impartiality, agrees to serve without compensation, and has sufficient time to serve.

On final appointment, the person appointed and resident organizations shall be informed in writing of the appointments. A list of all qualified hearing officers will be kept at the administrative office of the Housing Authority of Henderson and be made available for public inspection.

The following provisions shall govern the designation of hearing officers or panel members for grievance hearings:

- A. All hearings will be held before a single hearing officer, unless the Housing Authority of Henderson determines that a hearing panel should hear the grievance.
- B. Appointments to serve as a hearing officer or panelist with respect to a particular grievance shall be made by the Housing Authority of Henderson in random order, subject to availability of the hearing officer or panelist to serve in each such case. The Housing Authority of Henderson may employ any reasonable system for random order choice.
- C. No member of the Housing Authority of Henderson's Board of Commissioners or staff may be appointed as a hearing officer or panelist in connection with a formal grievance.
- D. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer or hearing panelist, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelist must disqualify themselves from hearing grievances that involve friends, relatives, or persons with whom they have any business relationship and from hearing grievances in which they have some personal interest. Further, candidates and appointees are expected to disqualify themselves if the circumstances are such that partiality might be reasonably perceived. If a Complainant fails at the beginning of the hearing to object to the designation of the hearing officer or panelist on grounds of partiality, such objection shall be deemed waived. In the event that a hearing officer or panelist fails to disqualify himself/herself as required in this grievance procedure, the Housing Authority of Henderson will remove the hearing officer or panelist from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have but did not disqualify himself/herself, and schedule a new hearing with a new hearing officer or panel.

#### **6.8 *FAILURE TO REQUEST A HEARING***

If the resident does not request a hearing in accordance with this section, then the Housing Authority of Henderson's disposition of the grievance under section 6.5 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Housing Authority of Henderson's action in disposing of the complaint in an appropriate judicial proceeding.

#### **6.9 *HEARING PREREQUISITE***

All grievances shall be promptly presented in person and in writing, pursuant to the informal procedure prescribed in section 6.5 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 6.5 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

#### **6.10 *ACCOUNT DEPOSIT***

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Housing Authority of Henderson claims is due, the resident shall pay to the Housing Authority of Henderson an amount equal to the amount of the rent due and payable as

of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an account held by the Housing Authority of Henderson until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the account shall not be considered as acceptance of money for rent nor shall it be considered a waiver of a claim for rent during the period in which the grievance is pending. In extenuating circumstances, the Housing Authority of Henderson may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure.

However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Housing Authority of Henderson's disposition of his grievance in any appropriate judicial proceeding.

#### **6.11 SCHEDULING OF HEARINGS**

Upon the resident's compliance with this section, the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Housing Authority of Henderson. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

#### **6.12 PROCEDURES GOVERNING THE HEARING**

The hearing shall be held before a hearing officer or hearing panel as appropriate. The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Housing Authority of Henderson does not make the document available for examination upon request by the resident, the Housing Authority of Henderson may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Housing Authority of Henderson or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Housing Authority of Henderson and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Housing Authority of Henderson shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

### **6.13 DECISION OF THE HEARING OFFICER**

The Hearing Officer shall prepare a written decision, together with the reasons therefore, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the complainant and the Housing Authority of Henderson. The Authority shall retain a copy of the decision in the complainant's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Housing Authority of Henderson and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Housing Authority of Henderson which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority of Henderson's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Housing Authority of Henderson action or failure to act in accordance with or involving the complainant's lease or Authority regulations, which adversely affect the complainant's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

**A decision by the Hearing Officer, Hearing Panel or Board of Commissioners in favor of the Housing Authority of Henderson or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.**

**HOUSING AUTHORITY OF HENDERSON  
LIST OF APPROVED HEARING OFFICERS**

**Mrs. Sharon Combs  
Executive Director  
Redbank Towers/Pleasant Pointe Apartments**

**Mrs. Darlene Marshall Ware, MSW  
Department of Community Based Services  
Henderson, KY 42420**

**Mrs. Nancy Shelton  
Executive Director  
Housing Authority of Sturgis  
Sturgis, KY**

## **7.0 WAITING LIST**

### **7.1 ORGANIZATION OF THE WAITING LIST**

The waiting list will be maintained in accordance with the following guidelines:

- A. The Authority shall maintain such records as are necessary to document the disposition of all applications and to meet Department of Housing and Urban Development audit requirements;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
- C. Any contacts between the Housing Authority of Henderson and the applicant will be documented in the applicant file.

### **7.2 PURGING THE WAITING LIST**

The Housing Authority of Henderson will update and purge its waiting list at least quarterly to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority of Henderson has current information, i.e., applicant's address, family composition, income category, and preferences.

### **7.3 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Housing Authority of Henderson will not remove prior to quarterly purging unless:

- A. The applicant requests that the application be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

### **7.4 MISSED APPOINTMENTS**

All applicants who fail to keep a scheduled appointment with the Housing Authority of Henderson will be sent a notice of termination of the process for eligibility.

The Housing Authority of Henderson will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Housing Authority of Henderson will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal hearing before being removed from the waiting list.

## **7.5 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority of Henderson, in writing, that he/she has ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request, in writing, an informal hearing. The letter will also indicate that his/her name will be removed from the waiting list if he/she fails to respond within the timeframe specified. The Housing Authority of Henderson system of removing applicant names from the waiting list will not violate the rights of persons with disabilities.

If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority of Henderson will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. If the disability is not apparent, the PHA may request the applicant to have a doctor submit a written statement indicating that the applicant did not respond due to their disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## **8.0 RESIDENT SELECTION AND ASSIGNMENT PLAN**

### **8.1 PREFERENCES**

A. Residency Preference:

Applicants who reside in Henderson County

A. Working Family Preference:

A working family is defined as a family whose head or spouse has been regularly employed for the last ninety-(90) days. Regularly employed means full-time or part-time employment, which required the employee to work on a regular basis, which is not considered as temporary, nonrecurring, or sporadic. A working family also includes a family whose head, spouse, or sole member is age 62 or older or is receiving social security disability, supplemental security income disability benefits, or any other payments based on an individual's inability to work.

A. Displaced Person(s):

Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws.

1. Victims of a Natural Disaster who were prior to the disaster receiving assistance from public housing or housing choice voucher program.
2. Victims of a Natural Disaster who were not prior to the disaster receiving assistance from public housing or housing choice voucher program.

A. Domestic Violence:

The Housing Authority of Henderson has long recognized the needs of victims of domestic violence by making that one of the preferences for admission. The Housing Authority is committed to these victims, as well as members of their immediate family, and to compliance with the VAWA law. The Housing Authority will require a certification as to the incident(s) of violence. All information and certification(s) obtained by the Housing Authority shall be kept confidential.

D. Veteran's Preference: Applicants who are United States Veterans or a family member of a Veteran.

E. All other applicants

The date and time of application will be noted and utilized to determine the sequence within the above-prescribed preferences.

**Buildings Designed for the Elderly and Disabled:** Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families.

**8.2 ASSIGNMENT OF BEDROOM SIZES**

The following guidelines will determine each family’s unit size without overcrowding or overhousing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

These occupancy standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, the Housing Authority of Henderson will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex **may** share a bedroom.
- B. Children of the opposite sex, both under the age of four (**4**) may share a bedroom.
- C. Adults and children may not be required to share a bedroom.
- D. Foster adults or foster children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Housing Authority of Henderson will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Housing Authority of Henderson will allow the larger size unit if the family provides a verified medical or disability related need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they agree to transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### **8.3 *SELECTION FROM THE WAITING LIST***

The Housing Authority of Henderson shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income.

### **8.4 *DECONCENTRATION POLICY***

It is the Housing Authority of Henderson's policy to provide for de-concentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Housing Authority of Henderson will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and de-concentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

### 8.5 *OFFER OF A UNIT*

When the Housing Authority of Henderson discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the de-concentration goal and/or the income-targeting goal.

The family will be offered the opportunity to view the unit or a similar unit if available. After the opportunity to view the unit, the family will have one (1) business day to accept or reject the unit. This verbal offer and the family's decision must be documented in the resident file. If the family rejects the offer of the unit, the Housing Authority of Henderson will document the offer and the rejection. Offers of a unit will be made three (3) times before the applicant is moved to the bottom of waiting list or removed entirely from the waiting list.

### 8.6 *REJECTION OF UNIT*

If in making the offer to the family, the Housing Authority of Henderson skipped over other families on the waiting list in order to meet their de-concentration goal and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Housing Authority of Henderson did not skip over other families on the waiting list to reach this family, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they would not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

### 8.7 *ACCEPTANCE OF UNIT*

The family will be required to sign a lease that will become effective on the date of acceptance.

The applicant will be provided copies of: **the dwelling lease, grievance procedure, a booklet on lead based paint titled "Protect Your Family from Lead in Your Home", current schedule of routine maintenance charges, Residents Handbook, Community Service Packet, Fire and Safety literature, move-in inspection sheet, Pet Policy, a Request for Reasonable Accommodation form** and a Verification of Ability to Comply with the PHA Lease Terms form. These documents will be explained in detail. The applicant by signing the dwelling lease acknowledges receipt of the above-mentioned documents.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household, and the Housing Authority of Henderson will retain the original executed lease in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time of lease signing.

Effective January 1, 2001, a \$200 security deposit will be required for all units. Current residents living in elderly developments will be excluded from the additional \$100 security deposit requirement. However, after January 1, 2001, those residents that move to another unit for any reason will be subject to the \$200 security deposit requirement.

The \$200 security deposit requirement will apply to the following developments:

- A. **AMP 1 – Lawndale, Dixon, Madison Court, 423 S. Ingram, 303 Fagan, 305 Fagan.**
- B. **AMP 2 - 8<sup>th</sup> Street and 8<sup>th</sup> Street Court, Fagan Square, North Adams Street Apartments, Dixon & Ingram Apartments) and 12-4 (840 North Adams)**

In exceptional situations, the Housing Authority of Henderson reserves the right to allow a new resident to pay their security deposit in two (2) payments. One-half shall be paid in advance; the balance will be paid the next full month after signing the lease. This shall be at the sole discretion of the Housing Authority. In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

## 9.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME

To determine annual income, the Housing Authority of Henderson counts the income of all family members, except for the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority of Henderson subtracts all allowable deductions (allowances) to determine the Total Resident Payment.

### 9.1 INCOME

Annual income means all amounts, monetary and non-monetary, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.
- D. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the Housing Authority of Henderson believes that past income is the best available indicator of expected future income, the Housing Authority of Henderson may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.
- E. Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in 24 CFR 5.609:
  1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commission fees, tips and bonuses, and other compensation for personal services.
  2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income.

An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family. Current IRS form 1040 can serve as documentation for the above.

- F. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations.
- G. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes 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. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
- H. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts are excluded.)
- I. Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation and severance pay. (However, lump-sum additions such as insurance payments from workers' compensation are excluded.)
- J. Welfare assistance
  - 1. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:
  - 2. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

- c. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
  - b. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- K. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- L. All regular pay, special pay, and allowances of a member of the Armed Forces (Special pay to a member exposed to hostile fire is excluded.)
- M. Imputed welfare income
  1. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reduction, resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Housing Authority of Henderson by the welfare agency) plus the total amount of other annual income.
  2. At the request of the Housing Authority of Henderson, the welfare agency will inform the Housing Authority of Henderson in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Housing Authority of Henderson of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Housing Authority of Henderson will use this information to determine the amount of imputed welfare income for a family.
  3. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Housing Authority of Henderson by the welfare agency).
  4. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

5. The Housing Authority of Henderson will not include imputed welfare income in annual income if the family was a not assisted resident at the time of the sanction.
6. If a resident is not satisfied that the Housing Authority of Henderson has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Housing Authority of Henderson denies the family's request to modify such amount, then the Housing Authority of Henderson shall give the resident written notice of such denial, with a brief explanation of the basis for the Housing Authority of Henderson determination of the amount of imputed welfare income. The Housing Authority of Henderson's notice shall also state that if the resident does not agree with the determination, the resident may contest the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.

N. Relations with welfare agencies.

1. The Housing Authority of Henderson will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Housing Authority of Henderson written notice of such reduction, the family's annual income shall include the imputed welfare income because of the specified welfare benefits reduction.
2. The Housing Authority of Henderson is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the Housing Authority of Henderson is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, or for providing the opportunity for review or hearing on such welfare agency determinations.

## 9.2 ANNUAL INCOME EXCLUSIONS

Annual income does not include the following amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including lump sum payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran, for use in meeting the cost of tuition, food, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a student/veteran not used for the above purposes that are available for subsistence is to be included in income unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income.
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  - 1. Amounts received under training programs funded by HUD;
  - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program;

4. 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 Housing Authority 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, lawn maintenance, resident initiatives coordination, and serving as a member of the Housing Authority of Henderson governing board. No resident may receive more than one such stipend during the same period of time;
5. 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). 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;
6. Temporary, nonrecurring, or sporadic income (including gifts);
7. 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;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion is only available to the following families:
  - a. Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment.
  - b. Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or

- c. Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance-provided that the total amount over a six-month period is at least \$500.
- d. Disallowance of increase in annual income
  - (1) During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.
  - (2) During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty (50%) 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) The disallowance of increased income of an individual family member as provided in d (1) or d (2) of this section is limited to a lifetime 48-month period. It only applies for a maximum of twelve months for disallowance under paragraph d (1) and a maximum of twelve months for disallowance under paragraph d (2), during the 48- month period starting from the initial exclusion under paragraph d (1) of this section.
- e. The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program (including the determination of income eligibility and income targeting).

While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts;
12. 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;
13. 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; or
14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps.
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973.
  - c. Payments received under the Alaska Native Claims Settlement Act.
  - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes.
  - e. Payments made under HHS's Low-Income Energy Assistance Program.
  - f. Payments received under the Job Training Partnership Act.
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians.
  - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims.
  - i. Amount of scholarships awarded under Title IV including Work-Study.
  - j. Payments received under Title V of the Older Americans Act of 1985. (42 U.S.C. 3056(f);
  - k. Payments from Agent Orange Settlement.
  - l. Payments received under the Maine Indian Claims Act.

- m. The value of any child- care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
  - n. Earned income tax credit refund payments.
  - o. Payments for living expenses under the Ameri Corps Program.
  - p. Allowances, earnings and payments to Ameri Corps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637 (d));
  - q. Any amount of crime victim compensation (under the Victims of Crime Act) received 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 under the Victims of Crime Act (42 U.S.C. 10602); and
  - r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U. S.C. 2931).
- I Pursuant to Section 24 CFR 5.609 (c) (9), PHA'S are to exclude **temporary** income payments from the U.S. Census Bureau, defined as employment lasting no longer than 180 days and not culminating in permanent employment. Employer verification of both the employment dates and income amount is to be maintained in the tenant file.
- J. Pursuant to Section 24 CFR 5.609 (c) (2), PHA'S are to exclude Kinship Guardian Assistant Payments (Kin-GAP) and other similar guardianship care payments. KIN-GAP payments are subsidies to children leaving the juvenile court system to live with a relative or legal guardian. These payments are made on behalf of the related child to the tenant household.

The Housing Authority of Henderson will not provide exclusions from income in addition to those already provided for by HUD.

### **9.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent.
- B. \$400 for any elderly family or disabled family.
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:

1. Un-reimbursed medical expenses, including non prescription medication as prescribed by a physician, of any elderly family or disabled family; and

2. Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.

- D. Child-care expenses. Amounts to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek employment, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The PHA determines the reasonable amount of charges, by conducting surveys of local childcare providers. The results are posted in the PHA office(s).
- E. Spousal Support. Any payment made by a member of the family for the support and maintenance of any spouse, or former spouse who does not reside in the household, except that the amount excluded under this subparagraph shall not exceed the lesser of:
- (1) The amount that such family member has a legal obligation to pay; or
  - (2) \$550 for each individual for whom such payment is made; and
- F. Child Support. Any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this subparagraph shall not exceed the lesser of:
- (1) The amount that such family member has a legal obligation to pay; or
  - (2) \$480 for each individual for whom such payment is made; and
- G. The earned income of a person under 18 years old (including foster children) who is not the head of a household or the spouse of the head of the household
- H. Exclude from annual income the \$600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving benefits. This expires on May 15, 2006 or when the participant enrolls in the Medicare Prescription Drug Program.
- I. Exclude from annual income any negotiated drug discount pursuant to the Medicare prescription drug discount card. (Delete after May 15, 2006)

- J. Any low-income subsidy received to assist low-income persons in paying for their Medicare Prescription Drug Program
- K. In cases where medical expenses are normally deducted from a HUD participant's income, include as a medical deduction the Medicare assistance provided for the cost of drugs pursuant to prescription drug discount card, negotiated drug price, transitional assistance subsidies, or any fee paid by the participant for the Medicare Prescription Drug Program.

#### **9.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME**

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the resident shall bring the letter to the person responsible for income verification within ten (10) days of receipt.
- B. Management shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Housing Authority of Henderson shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Housing Authority of Henderson shall do one of the following:
  - 1. Immediately collect the back rent due to the agency;
  - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3. Terminate the lease and evict for failure to report income; or
  - 4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

#### **9.5 COOPERATING WITH WELFARE AGENCIES**

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

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

## **9.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES**

The Housing Authority of Henderson will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons or parole or probation violators. The Housing Authority of Henderson will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify the Housing Authority of Henderson that the fugitive felon or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which in the case of the State of Kentucky, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within the Housing Authority of Henderson's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

## 10.0 VERIFICATION

The Housing Authority of Henderson will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### 10.1 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in order of preference indicated:

#### A. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals. Current UIV resources include the following:

1. **Enterprise Income Verification (EIV) – HUD’s online wage and benefit system that allows PHA’s to verify tenant reported income from an independent source in computerized form. ( Social Security, SSI, Pensions, Wages and Unemployment)**
2. State Wage Information Collection Agencies (SWICAs).
3. State systems for the Temporary Assistance for Needy Families (TANF) program.
4. Credit Bureau Information (CBA) credit reports.
5. Internal Revenue Service (IRS) Letter 1722
6. Private sector databases (e.g. The Work Number).

The Housing Authority of Henderson will use additional UIV resources as they become available. This will be done before, during and/or after initial move-in and/or re-examinations of household income as appropriate.

#### B. Third-Party Written Verifications

This type of verification includes written documentation, with forms sent directly to and received from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, (i.e. Department of Welfare, Veterans Administration, etc.).

Third party written verifications may also be used to supplement Up-front Income Verifications. This will be utilized when there is a discrepancy of \$200.00 a month or more and the resident disputes the UIV result.

Third party verifications of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems. If the resident/applicant does not have the letter, then a copy can be obtained by calling 1-800-772-1213. If either of these forms of verification is not obtainable, then the file shall be documented as to why third party verification was not used.

The Housing Authority of Henderson will allow 4 weeks for the return of third party written verification prior to continuing on to the next type of verification.

#### C. Third-Party Oral Verifications

This type of verification included direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The Housing Authority of Henderson will allow 5 business days for the return of third party oral verifications prior to continuing on to the next type of verifications.

#### D. Review of Documents

When UIV, written and oral third party verifications are not available with the 4 week and 5 business days period allowed in paragraphs B and C above, the Housing Authority will use the information received by the family, provided that documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

#### E. Self-Certification and Self-Declaration

When UIV, written and oral third party verifications are not available with the 4 week and 5 business days period allowed in paragraphs B and C above, and hand –carries verification cannot be obtained, the Housing will accept a notarized statement signed by the head, spouse or co-head, or other adult family members. Such documents will be maintained in the file.

Verifications forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, (i.e. name, date of contact, amount received, etc.).

When any verification method other than Up-Front Income Verification is utilized, the Housing Authority of Henderson will document the reason for the choice of the verification methodology in the applicant/resident’s file.

**It is important to note that UIV data will only be used to verify an applicant or resident’s eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.**

**No adverse action can be taken against a resident until the Housing Authority of Henderson has independently verified the UIV information and the resident has been granted an opportunity to contest any adverse finding through the established grievance procedure. The consequences of adverse findings may include the Housing Authority of Henderson requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.**

**Furthermore, the information the Housing Authority of Henderson derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.**

**Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.**

## 10.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Housing Authority of Henderson will send a request form to the source along with a release form signed by the applicant/resident via first class mail.

Verification Requirements for Individual Items – Value and Income From Assets			
Item to Be Verified	UIV	3 <sup>rd</sup> Party Verification	Hand-carried Verification
<b>General Eligibility Items</b>			
Social Security Number		Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Adult Status of the Head of Household			Valid drivers license, Identification card issued by a government agency Birth certificate
Citizenship		N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status		INS SAVE confirmation #	INS card
Disability		Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)		Letter from school	For high school and or college students, any document evidencing enrollment
Need for a live-in aide		Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs		Letter from care provider	Bills and receipts
Disability assistance expenses		Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses		Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls

Verification Requirements for Individual Items – Value and Income From Assets

Item to Be Verified	UIV	3 <sup>rd</sup> Party Verification	Hand-carried Verification
<b>General Eligibility Items (Continued)</b>			
A card issued by the private prescription drug plan with the words Medicare Rx on it.		Letters from providers, prescription record from pharmacy.	
Child Support Payments and or Spousal Support		Court Order, letter from County Attorney, and other legal documents	Letter from recipient, money order receipts, canceled checks
<p><b>Note:</b> If applicant is receiving child support, then applicant can make arrangements to have the child support paid through the court system either through the circuit clerk’s office, Department of Human Resources, or through a court referee.</p>			
<b>Value of and Income from Assets</b>			
Savings, checking accounts		Letter from institution	Passbook, most current statements
CDs, bonds, etc		Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks		Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property		Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Cash value of whole life insurance policies		Letter from insurance company	Current statement
Personal property		Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Assets disposed of for less than fair market value		N/A	Original receipt and receipt at disposition, other evidence of worth
<b>Income</b>			
Earned income	EIV	Letter from employer	Multiple pay stubs

Verification Requirements for Individual Items – Value and Income From Assets

Item to Be Verified	UIV	3 <sup>rd</sup> Party Verification	Hand-carried Verification
Self-employed	EIV	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions		Letter from source, letter from organization receiving gift (e.g., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence

Verification Requirements for Individual Items – Value and Income From Assets

Item to Be Verified	UIV	3 <sup>rd</sup> Party Verification	Hand-carried Verification
<b>Income (Continued)</b>			
Alimony/child support		Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (e.g., social security, welfare, pensions, workers' compensation, unemployment)	EIV	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation		Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded -whether Federal, State, local government, or local program - whether it is employment training - whether it has clearly defined goals and objectives -whether program has supportive services -whether payments are for out-of-pocket expenses incurred in order to participate in a program -date of first job after program completion	Evidence of beginning of employment

### **10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will be required also to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Housing Authority of Henderson will make a copy of the individual's INS documentation and place the copy in the file.

The Housing Authority of Henderson will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Housing Authority of Henderson will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the head of the household must sign the list.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare his/her status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Housing Authority of Henderson determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### ***10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS***

Prior to admission, each family member who has a Social Security number and who is at least 3 months of age must provide verification of his or her Social Security number. New family members at least 3 months of age must provide this verification prior to being added to the lease.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Housing Authority of Henderson will accept letters from the Social Security Agency that establishes and states the number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a resident family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to ten (10) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

#### ***10.5 TIMING OF VERIFICATION***

Household composition will be verified annually and at interim reexaminations. Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

## ***10.6 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional state of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of his/her status will be obtained at the next regular reexamination. Prior to a new member joining the family, his/her citizenship/eligible non-citizen status will be verified.

For each family member age 3 months and above, verification of the Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination.

## ***10.7 SPECIAL VERIFICATION FOR ADULT STUDENTS***

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The Housing Authority of Henderson shall verify support by using normal third party verification procedures through direct communication with the supporting person (s). If an athletic scholarship is involved, the Housing Authority of Henderson shall determine if any of the scholarship is available for housing costs.

## **11.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT**

### ***11.1 FAMILY CHOICE***

At admission and each year in preparation for its annual reexamination, each family is given the choice of having its rent determined under the income method or having its rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to submit all income verification and family composition on an annual basis upon notification from the Housing Authority. However, the Housing Authority will provide information (forms and methodology) sufficient for the family to determine whether they need to return to the income-based rent.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

### ***11.2 THE INCOME METHOD***

The total resident payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. The welfare rent.

The family will pay the greater of the total resident payment or the minimum rent of **\$50.00** but never more than the flat rent.

In the case of a family who has qualified for the income exclusion at Section 9.2(H)(10), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received. In the third year, all income is included in rent calculations.

### **11.3 MINIMUM RENT**

The Housing Authority of Henderson has set the minimum rent at \$50.00. If the family requests in writing a hardship exemption, the Housing Authority of Henderson will immediately suspend the minimum rent beginning the month following the family's request. The Housing Authority of Henderson will determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

When the residents report zero income, and have no income excluded for rent computation, the Housing Authority of Henderson has an obligation to pursue verification of income that reflects the resident's lifestyle. Prior to the rent being adjusted, the resident must attest in writing that no income, monetary or non-monetary, is being received in the household. In addition, the resident must complete the following:

1. Report to the Housing Authority of Henderson no later than the 20<sup>th</sup> of each month to sign a Rent change statement, Zero income checklist, Worksheet and Declaration form.
2. Community service requirement form if non-exempt.
3. Job Search, Disability, Worker's Compensation and Public Assistance Record forms.

B. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
2. When the family would be evicted because it is unable to pay the minimum rent;

3. When the income of the family has decreased because of changed circumstances, including loss of employment;
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the family.

C. **Temporary hardship.** If a resident requests a hardship exemption (**prior to the rent being delinquent**) under this section, and if the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 17 of this policy for any rent not paid during the period of suspension. During the suspension period, the Housing Authority will not evict the family for nonpayment of the amount of resident rent owed for the suspension period.

D. **Long-term hardship.** If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. **No hardship.** If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

- F. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

#### **11.4 THE FLAT RENT**

The Housing Authority of Henderson has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Housing Authority of Henderson determined the market value of the unit and set the rent at near market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 13.3).

The Housing Authority of Henderson will post the flat rents at the Housing Authority office and are incorporated in this policy upon approval by the Board of Commissioners. See Attachment B for the most recent schedule of Flat Rents

#### **11.5 POLICE OFFICERS RENT**

The Housing Authority of Henderson may allow up to four (4) police officers that would not otherwise be eligible for occupancy in public housing to reside in public housing dwelling units. Prior approval for said occupancy must be obtained from the Executive Director of the Housing Authority of Henderson. Such occupancy is needed to increase security for public housing residents. The police officer's rent will be the lesser of the cost to operate the public housing unit or the flat rent for the type of dwelling unit.

#### **11.6 CEILING RENT INCOME BASED METHOD**

Ceiling rent income based method provides an incentive to remain in public housing to families whose flat rents were reduced because of a hardship to income-based rents and whose incomes then increased so that the income-based rent is unreasonable for the housing being provided. The ceiling rent is thus in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination when they elect the Flat Rent.

#### **11.7 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE**

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on July 19, 1995;

- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- E. The family does not include any person who does have eligible status other than the head of household, the spouse of the head of the household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

The family's assistance is prorated in the following manner:

- A. Determine the 95<sup>th</sup> percentile of gross rents (tenant rent plus utility allowance) for the Housing Authority of Henderson. The 95<sup>th</sup> percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

### ***11.8 UTILITY ALLOWANCE***

The Housing Authority of Henderson shall establish a utility allowance for all check-metered utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment.

In setting the allowance, the Housing Authority of Henderson will review, the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc.). Allowances will be evaluated at least annually as well as any time the utility rates change since the last revision to the allowances.

For Housing Authority of Henderson paid utilities, the Housing Authority of Henderson will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Housing Authority of Henderson will be billed to the resident monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utilities consumption are encouraged to practice energy saving measures. Continued high utility consumption usage will result in the Housing Authority of Henderson conducting an energy analysis of the unit. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs. See Attachment C for the most recent schedule of utility allowances.

### ***11.9 PAYING RENT***

Rent and other charges (i.e. utilities, work orders) are due and payable on the first day of each month. A late charge of \$25.00 will be assessed and an eviction notice will be issued to the resident if rent and charges are not paid by the 10<sup>th</sup> of the month. If rent is paid by a personal check and the check is returned for any reason, this shall be considered a non-payment of rent and the resident will incur the late charge, plus an additional charge of \$25.00 for bank charges and processing fees. The Housing Authority of Henderson **will not** accept cash payments, all rent and other charges must be paid by check or money order.

Rent and charges should be mailed to, or paid in person at **The Housing Authority of Henderson, 111 South Adams Street, Henderson, Kentucky 42420**. In addition, residents may use the after-hours drop box located at the front entrance for payments.

### ***11.10 NON-PAYMENT OF RENT***

Any resident that fails to pay all of their rent and charges by the 25<sup>th</sup> day of the month shall be subject to eviction, pursuant Section 16(a) of the Housing Authority of Henderson's Dwelling Lease.

Additional costs (i.e. filing, service and legal fees) associated with taking court action for non-payment of rent and charges shall be added to the resident's account balance.

### ***11.11 HOUSING AUTHORITY MISTAKE IN CALCULATING RENT***

If the Housing Authority of Henderson makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of 24 months. The refund shall be given to the resident as soon as practical or credited to the resident's

account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

## **12.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE**

### ***12.1 GENERAL***

In order to be eligible for continued occupancy, each non-exempt adult family member must either (1) contribute eight hours per month of community service (not including political activities); or (2) participate in an economic self-sufficiency program unless the family member is exempt from this requirement; or (3) perform eight hours per month of combined activities as previously described unless he/she are exempt from this requirement.

### ***12.2 EXEMPTIONS***

The following adult family members of a resident's household are exempt from this requirement.

- A. Any family member who is 62 or older.
- B. Any family member who is blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (I)(1)) and who certify that because of this disability she or he is unable to comply with the community service requirements.
- C. Any family member who is the primary care giver for a household member who is blind or disabled as set forth in Paragraph B above.
- D. Any family member engaged in 15 or more hours per week of work activity.
- E. Any family member who is exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.
- F. Any family member receiving assistance, benefits or services under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

### ***12.3 NOTIFICATION OF THE REQUIREMENT***

The Housing Authority of Henderson shall identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority of Henderson shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority of Henderson shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/01/03. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### ***12.4 VOLUNTEER OPPORTUNITIES***

Community service includes performing work or duties in the public benefit 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.

An economic self-sufficiency program is one that is 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, 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).

The Housing Authority of Henderson will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

#### ***12.5 THE PROCESS***

Upon admission or at the first annual reexamination on or after October 1, 2003 and each annual reexamination thereafter, the Housing Authority of Henderson will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

- D. Thirty (30) days before the family's next lease anniversary date, the coordinator will advise Housing Authority of Henderson management whether each applicable adult family member is in compliance with the community service requirement.

**12.6 NOTIFICATION OF NONCOMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Housing Authority of Henderson will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enters into an agreement to comply, the lease will not be renewed or will be terminated;

**12.7 OPPORTUNITY FOR CURE**

The Housing Authority of Henderson will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident\_earns goes toward the current commitment until the current year's commitment is made.

The coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill his/her obligation to participate in an economic self-sufficiency program, or falls behind in his/her obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Housing Authority of Henderson shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

**12.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the service requirement, the Housing Authority of Henderson may not substitute community service or self-sufficiency activities performed by

residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

## **13.0 REEXAMINATIONS**

### **A. Reexamination Dates**

Lawndale Apartments	(Jan/Feb)	Effective Mar 1
Dixon Apartments	(Mar/Apr)	Effective May 1
8 <sup>th</sup> & Madison	(May/June)	Effective Jul 1
Fagan, Dixon & Ingram, North Adams	(Jul/Aug)	Effective Sept 1
840 North Adams	(Sept/Oct)	Effective Nov 1

B. At least annually, the Housing Authority of Henderson will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### **13.1 GENERAL**

The Housing Authority of Henderson will send a notification letter to the family letting it know that it is time for its annual reexamination, giving it the option of selecting either the flat rent or income method. If the family opts to accept the flat rent, a certification letter must be signed. If the family thinks it may want to switch from a flat rent to an income rent, it should request a change. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the reexamination. The letter tells families who may need to make alternate arrangements due to a disability that it may contact staff to request an accommodation of their needs.

During the appointment, the Housing Authority of Henderson will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

### **13.2 FAILURE TO RESPOND**

If the family fails to respond to the letter, a second letter will be sent. The second notice will advise of a new date for the re-certification. The letter will also advise that failure by the family to respond will result in the Housing Authority of Henderson taking eviction actions against the family.

### **13.3 FLAT RENTS**

The annual letter to flat rent payers regarding the reexamination process will state the following:

A. At the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of having their rent based on the income amount.

- B. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- C. Families who opt for the flat rent will be required to go through the income reexamination process annually.
- D. Families who opt for the flat rent may request to have a reexamination and return to the income-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing its expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- E. The dates upon which the Housing Authority of Henderson expects to review the amount of the flat rent.
- F. A certification for the family to sign accepting or declining the flat rent.

#### **13.4 CEILING RENT INCOME BASED METHOD**

Ceiling rent income based method provides an incentive to remain in public housing to families whose flat rents were reduced because of a hardship to income-based rents and whose incomes then increased so that the income-based rent is unreasonable for the housing being provided. The ceiling rent is thus in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination when they elect the Flat Rent.

#### **13.5 THE INCOME METHOD**

During the reexamination, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Housing Authority of Henderson will determine the family's annual income and will calculate its rent as follows.

The total resident payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income;
- C. Welfare rent; or
- D. The minimum rent.

The family will pay the greater of the total resident payment or the minimum rent of **\$25.00**, but never more than the flat rent.

### ***13.6 POLICE OFFICERS RENT***

The Housing Authority of Henderson may allow up to four (4) police officers who would not otherwise be eligible for occupancy in public housing to reside in public housing dwelling units. Prior approval for said occupancy must be obtained from the Executive Director of the Housing Authority of Henderson. Such occupancy is needed to increase security for public housing residents. The police officer's rent will be the lesser of the cost to operate the public housing unit or the flat rent for the type of dwelling unit.

### ***13.7 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS***

The new rent will generally be effective upon the anniversary date with a thirty-(30) day notice of any rent increase to the family. If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a thirty-(30) day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date. If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

### ***13.8 INTERIM REEXAMINATIONS***

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increased income due to cost of living increases.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. All changes to income must be reported in writing by the 20<sup>th</sup> of the month. Upon such request, the Housing Authority of Henderson will process the interim reexamination and recalculate the resident's rent. Any changes reported after the 20<sup>th</sup> of the month will not be processed until the next month.

The ceiling rent income-based method may be elected when a family, whose flat rent was reduced because of a hardship to the income-based rent **and** whose income then increased making the income-based rent unreasonable for the housing being provided. The ceiling rent is thus in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination, when they can elect the flat rent.

Families are required to report the following changes to the Housing Authority of Henderson between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the PHA, in advance, and must qualify, the same as an applicant or any prospective new participant.

B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner 18 years of age or older.

C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources that constitute the sum of monthly payments for a preceding period must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.

D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and re-determination of rent.

E. Errors of omission made at admission or re-examination shall be corrected by the PHA. Retroactive payments will be made to the participant if the error is in his/her favor.

F. A participant who has had a rent reduction/increase after initial occupancy or after annual re-examination must report all changes in income within 10 calendar days regardless of the amount or source.

In order to add a household member other than through birth or court awarded custody adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating his/her income, assets, and all other information required of an applicant. The individual must provide his/her Social Security number if he/she has one and must verify his/her citizenship/eligible immigrant status. (Housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority of Henderson will determine the eligibility of the individual before adding him/her to the lease. If the individual is found to be ineligible or does not pass the screening criteria, he/she will be advised in writing and given the opportunity for an informal review. If the individual is found to be eligible and does pass the screening criteria, his/her name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph 13.8.

### ***13.9 SPECIAL REEXAMINATIONS***

A reasonable 12-month estimate of their income may be based upon past income and present income, may be made for the families who's past employment has been sporadic.

Residents paying rent based on income may meet with the Authority to discuss any change in rent resulting from the reexamination process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Authority's grievance procedures.

### ***13.10 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS***

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family cause's delays, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

## **14.0 UNIT TRANSFERS**

### ***14.1 OBJECTIVES OF THE TRANSFER POLICY***

The objectives of the Transfer Policy include the following:

- A. To address accessibility for persons with Disabilities
- B. To address emergency situations.
- C. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- D. To facilitate relocation when required for modernization or other management purposes.
- E. To facilitate relocation of families with inadequate housing accommodations.
- F. To provide an incentive for families to assist in meeting the Housing Authority of Henderson's de-concentration goal.

### ***14.2 CATEGORIES OF TRANSFERS***

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 1: Accessible units will be first offered to families who may benefit from the accessible features who reside in the development that has the vacancy. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments who may benefit from the accessible unit. If there are no families residing in the other developments needing the accessible unit, it shall then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be requested to sign a lease rider stating they will accept a transfer (at the Housing Authority's expense, if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Housing Authority of Henderson occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Housing Authority of Henderson when a transfer is the only or best way of solving a serious problem.

Category 4: Miscellaneous Transfers. Families requesting a transfer to another unit or development that does not meet the criteria of a Category 1, Category 2, or Category 3 transfer will be placed on a transfer list.

### **14.3 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

### **14.4 INCENTIVE TRANSFERS**

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a resident for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;

- C. Adult members who are required to perform community service/self-sufficiency have been current in these responsibilities since the inception of the requirement or for one year whichever is less;
- D. The family is current in the payment of all charges owed the Housing Authority of Henderson and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of residents or Housing Authority staff.

#### **14.5 PROCESSING TRANSFERS**

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 and category 4 will be housed along with applicants for admission.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed up to five (5) days to complete a transfer.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they would not lose their place on the transfer waiting list.
- B. If the reason for the transfer is that the current unit is too small to meet the Housing Authority of Henderson's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

#### **14.6 COST OF THE FAMILY'S MOVE**

The cost of the transfer (actual moving cost) generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family;
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;

- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved. (The family without disabilities signed a statement to this effect prior to accepting the accessible unit.) or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Housing Authority of Henderson in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation or modernization activities; or
- B. When action or inaction by the Housing Authority of Henderson has caused the unit to be unsafe or uninhabitable.

The responsibility for moving costs in other circumstances will be determined on a case-by case basis.

#### ***14.7 TRANSFER FEE***

- a) There will be an administrative transfer fee, currently set at **\$150.00**, for all transfers that do not meet the criteria for Category 1, Category 2, and Category 3 in Section 14-6.

#### ***14.8 RESIDENTS IN GOOD STANDING***

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Housing Authority of Henderson. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

#### ***14.9 TRANSFER REQUESTS***

A resident may request a transfer at any time. In considering the request, the Housing Authority of Henderson may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The Housing Authority of Henderson will review the request in a timely manner.

The Housing Authority of Henderson will grant or deny the transfer request. If the transfer is approved, the family's name will be added to the transfer waiting list. If the transfer is denied, the family may appeal through the grievance procedure.

#### ***14.10 RIGHT OF THE HOUSING AUTHORITY OF HENDERSON IN TRANSFER POLICY***

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a resident to transfer or refuse to transfer.

## **15.0 INSPECTIONS**

An adult family member should inspect the premises prior to commencement of occupancy. An authorized Housing Authority of Henderson representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice as required in the dwelling lease. The resident's security deposit and pet deposit, if applicable, will be used to offset against any resident charges or damages to the unit.

### **15.1 MOVE-IN INSPECTIONS**

The Housing Authority of Henderson provides a "Unit Inspection" sheet at the time of admissions and upon signing the dwelling lease. Any deficiencies found must be recorded on the Unit Inspection sheet and returned to the Housing Authority of Henderson office within two (2) weeks of admission.

### **15.2 SEMI-ANNUAL INSPECTIONS**

The Housing Authority of Henderson will inspect each public housing unit semi-annually to ensure that each unit meets the Housing Authority of Henderson's and HUD's Uniform Physical Condition Standard (UPCS). Work orders will be submitted and completed to correct any deficiencies. **If unit fails a semi-annual inspection, the unit will be re-inspected within 5 business days. If the family fails the second inspection, the family will be required to participate in the Housing Authority Home Care Program.**

### **15.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

This is generally conducted along with but not limited to the semi-annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats, and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and pest control provide other minor servicing that extends the life of the unit and its equipment.

### **15.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Housing Authority of Henderson.

### ***15.5 HOUSEKEEPING INSPECTIONS***

Generally, during routine maintenance, or at other times as necessary, the Housing Authority of Henderson will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. This is normally done during the semi-annual inspections.

### ***15.6 NOTICE OF INSPECTION***

For inspections defined as preventative maintenance inspections, special inspections, and housekeeping inspections the Housing Authority of Henderson will give the resident at least two (2) days written notice. For semi-annual inspections, a 14-day notice will be given.

### ***15.7 EMERGENCY INSPECTIONS***

If any employee and/or agent of the Housing Authority of Henderson have reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### ***15.8 PRE-MOVE-OUT INSPECTIONS***

When a resident gives notice that he/she, intend to move, the Housing Authority of Henderson will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority of Henderson to help the family identify any problems, which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Housing Authority of Henderson to ready units more quickly for the future occupants.

### ***15.9 MOVE-OUT INSPECTIONS***

The Housing Authority of Henderson conducts the move-out inspection after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **16.0 PET POLICY**

Revised November 2008

Residents of the Housing Authority of Henderson may own and keep allowable common household pets in Housing Authority owned dwelling units. All residents with an approved type pet shall demonstrate that they have the physical and financial capability to care for the pet. The Resident must also provide to the Housing Authority office the name, address and telephone number of someone who will provide for the care of the pet(s) if for any reason the Resident is unable to care for the pet(s).

*Pet Ownership 24CFR 960.707: A resident of a dwelling unit in public housing, may own one or more common household pets or have one or more common household pets present in the dwelling unit.*

Prior to being approved for an allowable pet, the following conditions must be met:

A. All residents with pets shall comply with the following:

1. Each household may own up to two pets. If one of the pets is a dog, cat or ferret, the second pet must be contained in a cage or an aquarium, i.e. bird or fish. A bird or other allowable animal, with the exception of fish, shall be counted as one pet.
2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months, and cats must be de-clawed by the age of three (3) months. The evidence can be provided by a statement/bill from a veterinarian or staff of the Humane Society. The evidence must be provided prior to the execution of this agreement or within 10 days of the pet becoming of the age to be neutered/spayed or de-clawed. Resident must provide waterproof and leak proof litter boxes for cat and ferret waste and cages for dogs, cats and ferrets. The containers must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved.

The resident shall not permit refuse from litter boxes or cages to accumulate nor to become unsightly or unsanitary. In addition, the resident must prevent any foul odors from accumulating in the unit. The weight of a cat cannot exceed 10 pounds (fully grown) and a dog may not exceed 20 pounds in weight (fully grown) excluding Seeing Eye dogs.

### *NOTE:*

Any pet that is not fully-grown may be weighed every six months. In addition, any pet that exceeds the weight limit of at any time during occupancy will not be an eligible pet and must be removed from HA property.

3. Allowable Animals: Type of pets allowed in public housing includes but is not limited to certain domesticated dogs, cats, birds, hamsters, gerbils, ferrets and fish when in an appropriate type aquarium.
4. Prohibited Animals: Animals or breeds of animals that are considered by the HA, to be vicious or intimidating will not be allowed. Types of vicious or intimidating type animals shall include but not be limited to, Chows, Pit Bulls, Doberman Pincher, Rottweiler, St. Bernard's, Dalmatians, German Shepherds, Boxers, Bird Dogs, and any mix thereof, and any animal that displays vicious behavior. Vicious or intimidating dogs will not be allowed on the premises at any time. The determination will be made by a HA representative prior to the execution of this lease addendum. In addition to the above, other prohibited types of pets shall include but not be limited to reptiles, rabbits, guinea pigs, pot-bellied pigs, spiders, turtles, rats, mice or snakes and any pet considered an endangered species.
5. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet.
6. No animal shall be permitted to roam freely outdoors. When the pet is taken outside, the animal must be on a leash and under the direct control of the owner. The pet must be kept off other resident's lawns. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets, which are unleashed, or leashed and unattended, on HA, property may be impounded and taken to the local Humane Society. It shall be the responsibility of the Resident to reclaim the pet at the expense of the Resident. Any cost associated with removing a Resident's pet from the unit or yard will be the responsibility of the owner of the pet. All authorized pet(s) must be under the control of an adult at all times. In addition, all pets must wear collars with identification at all times. Pets without a collar will be picked-up immediately and transported to the Humane Society or other appropriate facility
7. In the event any pet(s) is taken to the Humane Society due to the Resident being in violation of the Pet Policy understands and agrees that any pet delivered to the Humane Society will be subject to the policies and procedures of the Humane Society. It shall be the responsibility of the resident to reclaim the pet from the Humane Society at the expense of the resident. Also, if a member of the HA staff has to take a pet to the Humane Society, the resident will be charged \$50.00 to cover the expense of taking the pet(s) to the Humane Society.
8. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time. The birdcage must be maintained in a clean, safe and non-hazardous manner. Only one bird will be allowed.
9. If the pet is a fish, the aquarium shall not be over 20 gallons and the container must be placed in a safe location in the unit. The resident is limited to one container for

the fish; however there is no limit on the number of fish that can be maintained in the aquarium as long as the aquarium is maintained in a clean, safe and non-hazardous manner.

10. If the animal becomes destructive, creates a nuisance, represent a threat to the safety and security of other persons, or creates a problem in the area of cleanliness and sanitation, Management will notify the resident in writing, that the animal must be removed from the Public Housing Development, within 10 days of the date of the notice from the Housing Authority.
11. The tenant may request a hearing, which will be handled according to the Housing Authority's established grievance procedure. The pet may remain with the tenant during the hearing process unless the Housing Authority had determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the Housing Authority, the pet must be immediately removed from the unit upon receipt of the notice from the Housing Authority.
12. Pet(s) shall not destroy, interfere or diminish the peaceful enjoyment of other tenants. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This include any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Manager will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
13. Housing Authority staff may enter the dwelling unit should any pet be left unattended for a period of 24 hours or more and remove said pet from the premises to be turned over to the proper agencies. The Housing Authority accepts no responsibility for the animal under such circumstances.
14. Residents will not be allowed to watch pets for other residents or have visiting pets.
15. Resident must identify an alternate custodian for pets in the event of the resident's illness or other absence from the dwelling unit. The identification of an alternate custodian must occur prior to the Housing Authority of Henderson issuing a pet registration permit.
16. The resident shall have pets restrained so that maintenance can be performed in the apartment. The resident, whenever an inspection or maintenance is scheduled shall either be at home, or have all animals restrained or caged. If Housing Authority personnel enter an apartment where an animal is not restrained or caged, the scheduled inspection or maintenance shall not be performed, and the resident may

be charged a fee of \$50.00. If this same situation occurs a second time, the owner will be required to permanently remove the pet from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by HA staff and taken to the local Humane Society. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the HA staff takes a pet to the Humane Society, the resident will be charged an additional \$50.00 to cover the expense of taking the pet(s) to the Humane Society. The Housing Authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.

17. Residents are prohibited from feeding or harboring stray animals/birds. The feeding of stray animals shall constitute having a pet without the written permission of the Housing Authority of Henderson, which would be considered violation of this policy.
  18. Residents are solely responsible for cleaning up of all pet waste, if any, inside or outside the apartment and on public housing property. Waste must be disposed of by placing the waste in an appropriate container and then disposed of in the dumpster. The cleaning up of waste from a Seeing Eye dog will be the responsibility of the Housing Authority. However, prior notification must be given to the office by the owner of the Seeing Eye dog.
  19. Residents shall maintain the apartment in a sanitary condition at all times, and take all necessary steps to eliminate pet odors inside and outside the unit.
  20. Pets may not be bred or used for any commercial purposes.
  21. Should any pet housed in Housing Authority units give birth, the resident shall remove from the premises said pet and its offspring until such sufficient time has elapsed for the pet's offspring to have been weaned. Then the original pet can return to the premises. As required by this policy, dogs and cats shall be neutered/spayed.
  22. When the resident signs the Pet Registration form, the resident acknowledges and agrees to abide by the rules and regulations of the Housing Authority.
- B. Application for Pet Permit: Prior to bringing any pet on the premises, the resident shall apply to the Housing Authority of Henderson for a PET PERMIT. A Pet Permit will be issued only when the following requirements have been met:
1. The pet must be an allowable pet as described in this policy.
  2. A pet deposit of \$100 is required for a dog, cat, ferret, bird or fish. The pet deposit is utilized to help offset any damages. When the resident vacates the premises or if the owner no longer has the pet and there are no damages or other

charges owed, the pet deposit will be refunded. Note: Any stains on carpets or floor will be considered pet stains and subject to charges.

3. The entire pet deposit must be paid prior to the execution of the lease addendum.
  4. The pet has been properly registered with the Housing Authority office.
  5. Documentation showing a current city/county pet license has been obtained from the appropriate agency.
  6. All dogs, cats and ferrets must be vaccinated for rabies once a year.
  7. Documentation proving that the pet has received current rabies and distemper inoculations or boosters, from a licensed veterinarian as applicable.
  8. The resident shall display a current pet permit during inspections.
- C. The privilege of maintaining a pet in an apartment owned by the Housing Authority of Henderson shall be subject to the rules set forth in paragraphs A. This privilege may be revoked at any time subject to Housing Authority policy and procedures.
- D. It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of paragraph A of this policy and the Housing Authority will issue a termination notice. The tenant will be entitled to a grievance hearing in accordance with the provisions of Paragraph 9 of this Pet Policy or the Grievance Procedure, as applicable.
- E. Residents are expected to follow all of the rules and regulations regarding having a household pet. The resident must be capable of providing proper care of their pet. Should a resident fail to meet or comply with the pet policy, the resident will be subject to the following:

- |                     |   |
|---------------------|---|
| ➤ First Violation - | Verbal Warning                                  |
| ➤ Second Violation  | - Written Warning                               |
| ➤ Third Violation   | - Charged a \$50.00 Pet Violation fee           |
| ➤ Fourth Violation  | - Resident required to remove pet from premises |

Residents failing to remove pet from premises is subject to lease termination for non-compliance.

Pursuant to 24 CFR 960.705, this policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in

a decent , safe, and sanitary manner and to refrain from disturbing their neighbors. The person requesting this exclusion to this Pet Policy must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The Housing Authority will verify the existence of the disability, and the need for accommodation, if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In additions, the Housing Authority is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assisted animal would:

- 1) Result in substantial physical damage to the property of others.
- 2) Pose an undue financial and administrative burden.
- 3) Fundamentally alter the nature of the provider's operation.

## **17.0 TRESPASS PROCEDURES/POLICY**

### **I. PURPOSE**

To provide a uniform written policy for seeking criminal justice remedies in instances of trespassing on the property of the Housing Authority of Henderson.

### **II. PROCEDURE**

A. The Housing Authority of Henderson may seek criminal justice remedies against any person trespassing in the Housing Authority of Henderson communities when such person is known to have done or is suspected of doing any of the following, although the Housing Authority may seek such remedies for activities that are unlawful but not listed herein:

1. Engaging in a verbal or physical confrontation with law enforcement personnel or Authority personnel on the property of the authority.

2. Being involved in drug related activity on the property of the Authority;
  3. Being involved in any violence or threats of violence against any person while on the property of the Authority;
  4. Being involved in any criminal or other activity which occurred on the property of the Authority and which interfered with the quiet and peaceful enjoyment of the residents;
  5. Damaging the property of the Authority.
- B. The Housing Authority of Henderson may but is not required to serve, by hand delivery or certified mail, return receipt requested, the suspected offender with the notice attached hereto.
- C. The Housing Authority shall keep in its records all documents and pictures related to each such matter. The Housing Authority may, for identification, take pictures of the suspected offender and may use such pictures in the future to prevent further trespassing.

### **CRIMINAL TRESPASS POLICY HOUSING AUTHORITY OF HENDERSON**

The Housing Authority of Henderson, hereinafter referred to as the "Authority", is aware of the problem its residents and Authority face with the unwanted presence of persons on, in or about the property of the Authority. Recognizing the seriousness of illegal drug activity as well as other criminal activity, the Authority adopts the following policy in an effort to enhance the safety, health and well being of its residents and its property. The goal of the following policy is to reduce criminal activity involving drugs and other activities, which threatens the peace and tranquility desired for public housing and its residents. The following policy is to be implemented and carried out under the laws of Kentucky and the municipality.

- A. The Authority shall cause a verbal or written warning to be issued to any non-resident who either has no legal right to be on the property of the authority, or is not an invited guest of a resident. Said warning shall state that such person shall not physically be present on any property belonging to the Authority for the time periods described below under penalty of being prosecuted for criminal trespass under law. Such warning shall be given to non-residents and/or residents who:

1. **One Year:** Engaged in or had a verbal or physical confrontation with law enforcement personnel, residents, guest, or Authority in which no criminal activity occurred.
  2. **One Year:** Engaged in criminal activity on Housing Authority property which is non-violent in nature, and which causes no physical injury to another person.
  3. **Three Years:** Engaged in criminal activity on Housing Authority property in which a deadly weapon was used or threatened to be used, or which activity resulted in physical injury to any person.
  4. **Six Months – Up to Three Years:** Has been involved in any criminal or other activity that occurred on the property of the Authority which interferes with the quiet and peaceful enjoyment of the residents; **Six months Up to Three Years**, depending upon the circumstances and guidelines above.
  5. **Six Months – Up to Three Years:** Damage the property of the Authority.
- B. A designated employee(s) of the Authority shall issue the warning. A copy of the warning as issued, shall be filed with the Executive Director of the Authority or other appropriate officials.
- C. Any person who has received a warning to leave the property under the provisions of this policy and who returns to the Authority property within the prohibited times in this policy after the warning was issued, shall be subject to arrest for criminal trespass as provided for in Kentucky and under the laws of the municipality.
- D. Any person who returns to the property of the Housing Authority and who is found to be on said premises, shall have the times enumerated herein extended to a term up to twice the original term or expiration of the notice issued by the Housing Authority.

## **18.0 REPAYMENT AGREEMENTS**

When a resident owes the Housing Authority of Henderson back charges and is unable to pay the balance by the due date, the resident may request that the Housing Authority of Henderson allow them to enter into a Repayment Agreement. The Housing Authority of Henderson has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months.

All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

Residents who pay rent based on income shall reimburse the Housing Authority of Henderson for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- A. Resident does not submit rent review information by the date specified in the Authority's request; or
- B. Resident submits false information at Admission or at annual, special, or interim reexamination.
- C. Resident fails to properly notify the Housing Authority of Henderson of any increase in income that would affect the amount of rent the Resident would be required to pay.

## **19.0 TERMINATION**

### ***19.1 TERMINATION BY RESIDENT***

The Resident shall give the Authority thirty (30) days written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

### ***19.2 TERMINATION BY THE HOUSING AUTHORITY***

Twelve months after the Housing Authority of Henderson has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Housing Authority of Henderson will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges due under the lease, (e.g. utilities, damages), or repeated late payments of rent.
- B. Failure to provide timely and accurate statements of income, assets, expenses, and family composition at Admissions, Interim, Special, or Annual Rent Re-certification; to attend scheduled reexamination interviews; or to cooperate in the verification process if the resident has chosen to pay rent based on a percentage of income:
- C. Failure to allow inspection of the unit;
- D. Failure to maintain the unit in a safe and sanitary manner;
- E. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- F. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- G. Destruction of property;
- H. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

- I. Any criminal activity or drug-related criminal activity engaged in on or near Housing Authority of Henderson premises by any resident, household member, or guests and any such activity engaged in or on Housing Authority of Henderson premises by any other person under the resident's control, is grounds for eviction. In addition, the family may be evicted if any family member is illegally using a drug or if it is determined that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes but is not limited to the manufacture of methamphetamine on the premises of the Housing Authority of Henderson or on the premises of any federally assisted housing;
- J. Non-compliance with Non-Citizen Rule requirements;
- K. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- L. Act or allow household members or guest to act in a manner that will disturb the rights or comfort of neighbors;
- M. Allow any member of the Resident's household, guest, or another person under the Resident's control to engage in alcohol-abuse while the resident is a resident of public housing or allow household members or guest to damage, destroy, deface, or remove any part of the premises or development; and
- N. Being a fugitive felon or parole violator;
- O. Furnishing false or misleading information during the application or review process;
- P. Allowing registered sex offenders to visit or remain
- Q. Use of fireworks of any type on Housing Authority property.
- R. Other good causes

The Housing Authority of Henderson will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.

### ***19.3 TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT***

Upon the death of the Resident, and there are no remaining adult family members in the household, the Authority or the personal representative of the Resident's estate may terminate this Lease upon 30 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented whichever date comes first.

In the event there is no personal representative for the resident and there are no known relatives of the resident, the Housing Authority of Henderson will enter the unit and secure all contents for a period of 45 days. After 45 days and no personal representative or family member has claimed the contents of the resident, the contents will be sold to pay off any outstanding balance owed by the resident. In the event there are no personal representatives or family members known to the Housing Authority of Henderson, any remaining funds will be sent to the Henderson County Attorneys Office for proper disposition.

The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to its original condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Authority cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The Authority will assist the resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Authority will work with appropriate agencies to secure suitable housing. This lease will terminate upon the resident moving from the unit.

### ***19.4 ABANDONMENT***

The Housing Authority of Henderson will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Housing Authority of Henderson representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Housing Authority of Henderson does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

Any property left in the apartment will be held for forty-five (45) days. A letter of notification will be mailed to the resident giving notice that the property will be disposed of through sale or disposition.

Any money raised by the sale of the property goes to cover money owed by the family to the Housing Authority of Henderson such as back rent and the cost of storing and selling the goods.

#### ***19.5 RETURN OF SECURITY DEPOSIT***

After a family moves out, the Housing Authority of Henderson will return the security deposit within **fourteen (14) days** or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority of Henderson will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **fourteen (14) days**.

## **20.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS**

*Approved by Board Resolution February 10, 2004*

### **20.1 PURPOSE**

This Code of Conduct establishes standards for employees and Commissioners conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the Housing Authority of Henderson, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

### **20.2 CONFLICT OF INTEREST**

In accordance with 24 CFR 982.161, neither the Housing Authority of Henderson nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with any housing programs in which any of the following classes of persons has any interest, direct or indirect, during his or her tenure with the Housing Authority of Henderson or for one year thereafter:

- A. Any present or former member or officer of the Housing Authority (except a resident/participant commissioner);
- B. Any employee of the Housing Authority or any contractor, subcontractor or agent of the Housing Authority who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who is involved in the functions of the Housing Authority of Henderson or who has responsibilities with respect to the Housing Authority's programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict of Interest prohibition under this section (9.16) may be waived by the HUD Field Office upon the request of the Housing Authority of Henderson for good cause.

**20.3 *PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS***

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

**20.4 *HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT***

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the Housing Authority of Henderson Personnel Policy or as determined by action of the Board of Commissioners.

## **21.0 ANTI-FRAUD AND CORRUPTION POLICY**

Adopted by Board Resolution May 17, 2004

The Housing Authority of Henderson is committed to protecting the public funds and properties it looks after. This means preventing fraud or corruption so that more funds go into services. The citizens of Henderson, KY are entitled to expect the Housing Authority to work with integrity, honesty and openness. Quite rightly, they demand the highest standards from us.

Our policy is designed to deter, prevent and detect fraud - and provide effective action against it.

### **21.1 WHAT'S COVERED**

Fraud includes things like deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts and collusion. We have a policy for dealing with fraud and corruption internally and externally. It applies to:

- ◆ Employees
- ◆ Commissioners
- ◆ Contractors
- ◆ Consultants
- ◆ Suppliers
- ◆ Service users
- ◆ Employees and committee members of organizations we fund

And we expect the citizens of Henderson to be honest in their dealings with us.

### **21.2 GETTING THE CULTURE RIGHT**

We believe a culture of honesty and openness is a key element in tackling fraud. We have:

- ◆ **Codes of conduct for employees and the board of commissioners**
- ◆ **Standing orders and financial regulations**
- ◆ **Accounting procedures and records**
- ◆ **Sound internal control systems**
- ◆ **An effective internal audit**
- ◆ **Effective recruitment and selection procedures**
- ◆ **A disciplinary procedure**

- ◆ **A criminal acts procedure**
- ◆ **Confidential reporting procedure**
- ◆ **Training**
- ◆

### **21.3 EMPLOYEES AND BOARD OF COMMISSIONERS**

The Housing Authority of Henderson has established the goal of a 100 percent drug and alcohol free workplace. Potential employees will be required to undergo and pass a physical, drug and/or alcohol test, criminal background check and review of prior employment references. All employees will be subject to further drug and or alcohol testing throughout their employment.

Where acts of impropriety have been committed or are suspected, action will be taken in accordance with the Housing Authority of Henderson's Personnel and Code of Conduct Policy. In most instances, the matter will be referred to the police for prosecution and recovery of funds or property.

In accordance with 24 CFR 982.161, neither the Housing Authority of Henderson nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with any housing programs in which the employee, Board of Commissioners, Public Officials or their immediate families has any interest, direct or indirect, during his or her tenure with the Housing Authority of Henderson or for one year thereafter:

All employees are strictly forbidden to accept gifts, gratuities, or courtesies from any person or organization that may seek to use the relationship for securing favorable considerations.

Employees may not accept anything (including sports tickets, receptions, gifts, etc.) from any current, past or future vendor, business firm, landlord, engineer, architect, banker, etc. If the need arises for any employee to have a meal with a vendor, architect, engineer etc., to discuss Authority business, the employee's meal must be paid for by the employee. The requirement that employee's meal must be paid for by the employee must be made clear prior to going for a meal with any such person or firm.

### **21.4 INTERNAL CONTROLS**

The Executive Director has a legal responsibility to make sure fraud and inaccuracies are prevented and detected and ensure that the Housing Authority have sound financial systems and controls designed to prevent and detect fraud, especially where there are major transactions.

### **21.5 DETECTION AND INVESTIGATION**

It is the responsibility of the Executive Director along with Department Heads and their managers to prevent and detect fraud by maintaining good control systems. The Housing Authority of Henderson makes regular tests to make sure this is happening. However, despite our best efforts, many frauds are discovered by

chance or "tip off" through the alertness of employees or members of the public. In such instances:

- Allegations must be reported swiftly to the Department Head.
- Any evidence must be recorded and secured
- Executive Director should be alerted, and disciplinary procedures followed
- Other agencies, like the police, should be contacted

Our confidential reporting offers a clear path for people to raise concerns, internally or externally, without the fear of recrimination. In fact, the Housing Authority of Henderson will take action to protect anyone who has raised a concern in good faith.

## **21.6 PRINCIPLES**

In short, any of us who hold public office follow the Nolan Principles of Standards in public life. Generally, this means:

Selflessness-	We make decisions solely in terms of the public interest: not to financially benefit ourselves or friends or family.
Integrity	- We do not place ourselves under any financial or other obligation, which could influence us in our official duties.
Objectivity	- We decide based on local, state and federal regulations and merit when we make public appointments, award contracts or recommend people for rewards and benefits.
Accountability	- We are accountable for our decisions and actions – which can be scrutinized.
Openness	- We are as open as possible about the decisions and actions we take. We give clear reasons for our decisions and only restrict information when the wider public interest demands it.
Honesty	- We have a duty to declare any private interests and resolve any conflicts in a way that protects the public.
Leadership	- We promote and support these principles by leadership and example.

## **21.7 REPORTING FRAUD**

To report a fraud, contact the Executive Director, Housing Authority of Henderson, 111 S. Adams Street, Henderson, KY. Please give us:

- Your name
- Your address
- Your phone number
- Your email address
- Tell us about the fraud you'd like to report.

We will need as much detail as possible, but every case is treated in strict confidence. Information can be provided anonymously, however it is more helpful if we can contact you for additional information. When providing information, please include a description of the incident or incidents and provide names, addresses and dates

## **22.0 EIV/UIV POLICY:**

The HUD EIV (enterprise income verification) / UIV (upfront income verification) system will be used as the preferred method of verifying income of new move-ins and current participants of Public Housing (Low Rent) and Section 8 (Housing Choice Voucher) programs.

EIV/UIV information is to be considered confidential and may only be utilized for the intended purpose of verifying income for eligibility and continued eligibility. The EIV/UIV data is subject to the provisions of the Federal Privacy Act (5 U.S.C. §552, As Amended by Public Law No. 104-231, 110 Stat. 3048), The Freedom of Information Act (5 U.S.C. §552, As Amended By Public Law No. 104-231, 110 Stat. 3048), Public Law 108-199, amended 42 USC 653 (j) and any related amendments.

### **PRIVACY ACT REQUIREMENTS:**

Whenever the PHA requests information about a tenant the PHA should ensure the following:

1. The data is only used for verification of tenant income to determine:
  - a. A tenant's eligibility for participation in a rental assistance program
  - b. The level of assistance that they are entitled to receive
2. It is not disclosed in any way that would violate the privacy of the individuals represented in the system.
3. The tenant is notified of the following:
  - a. The PHA's authorization and purpose for collecting the information
  - b. The uses that may be made of the data collected, and
  - c. The consequences to the individual for failing to provide the information
4. On request, the tenant is provided with access to records pertaining to them and an opportunity to correct or challenge the contents of the records.

### **CIVIL PENALTIES ASSOCIATED WITH THE PRIVACY ACT:**

1. A tenant may take legal action against the PHA for the following agency actions:
  - a. Refusal to grant access to a record
  - b. Refusal to amend or correct a record
  - c. Failure to maintain a record with accuracy, relevancy, timeliness or completeness
  - d. Failure to comply with any other provision of the Privacy Act, where there is an adverse effect on the tenant
2. If found liable, the PHA will be required to pay the tenant damages sustained as a result of the agency's action
  - a. Damages sustained as a result of the agency's action
  - b. The costs of the lawsuit, including reasonable attorney fees

**CRIMINAL PENALTIES ASSOCIATED WITH THE PRIVACY ACT:**

A PHA employee can be found guilty of a misdemeanor or a felony if that employee, knowingly and willfully:

1. Discloses a tenant or tenants records to an unauthorized party
2. Maintains a system of records without publishing a public notice
3. Fraudulently represents him/herself to obtain another individual's records

**DEFINITIONS:**

<b>Authorized User</b>	An authorized user is one who is employed by the HA, has a need to know, and has been authorized WASS access by the Executive Director or his/her designated representative who is the Administrator/Coordinator
<b>Improper Disclosure</b>	The viewing or removal of EIV/UIV data by a/an unauthorized individual(s)
<b>Security Administrator</b>	The HA employee so designated by the Executive Director to monitor and insure users EIV/UIV compliance
<b>WASS</b>	HUD's Web Access Security System (Secure connection/Secure systems)
<b>Proper Disposal</b>	The disposal of EIV/UIV information by either burning or shredding
<b>Administrator/Coordinator</b>	The HA employee, usually designated by the Executive Director who is responsible for authorizing access to WASS
<b>Need-To-Know</b>	A criterion used in security procedures that requires the custodians of secure information to establish, prior to disclosure, that the intended recipient must have access to the information to perform his/her official duties
<b>Employee</b>	For the purposes of this document "Employee" shall mean a person on the Housing Authority payroll.
<b>EIV</b>	<b>Enterprise Income Verification System</b>
<b>Internet</b>	An interconnected system of networks that connects computers around the world
<b>Intranet</b>	A privately maintained computer network that can be accessed only by authorized persons, especially members or employees of the organization that owns it
<b>Monitor/CRT</b>	A video display attached to a computer that displays information
<b>REAC</b>	<b>Real Estate Assessment Center</b>
<b>Secure System WASS User ID</b>	A secure ID issued to a user enabling access to the system
<b>UIV</b>	<b>Up-Front Income Verification</b> – the verification of income, before or during a family re-examination, through an independent source that systemically and uniformly maintains income information in computerized form for a large number of individuals.

## **STAFF ROLES:**

The Executive Director shall appoint a minimum of (2) Administrator/Coordinators and (2) Security Administrators whose responsibilities are defined herein. The Executive Director shall serve as one of the Administrator/Coordinators and appoint other Housing Authority Administrative employees as Security Administrators.

1. Administrator/Coordinator: The Administrator/Coordinator shall provide each authorized user the following:
  - a. HUD/PHA Access Authorization Form (Form UIV-1b)
  - b. The rules of Behavior and User Agreement Form (Form UIV-3)

Authorized users must safeguard and insure the confidentiality of User Codes and Passwords.

2. Security Administrator: The Security Administrator shall be responsible to insure that all authorized users are utilizing and safeguarding the EIV information. This includes but not limited to:
  - a. Maintain a log of all authorized users. The log shall be updated on a quarterly or more frequent basis.
  - b. Conduct staff training and/or perform a review of the EIV/UIV security procedures on a regular basis but not less than annually and maintain a log for all personnel who have attended.
  - c. Distribute all user guides and security procedures to personnel using EIV system's data.
  - d. Record and report improper disclosure in accordance with the improper disclosure procedure.
  - e. Monitoring EIV system utilization reports
  - f. Insure that locks/combinations are reset regularly, including whenever an employee who had access is no longer employed by the HA.
  - g. Insuring confidentiality of information displayed on monitors
  - h. Insuring the confidentiality of printed EIV reports
  - i. Monitoring file storage areas
  - j. Monitoring the disposal of EIV information
3. Classes of Users: The HA has established the following classes of authorized personnel:
  - a. Employees who must determine income for rent computation purposes for the Public Housing (Low Rent) Program
  - b. Employees who must determine income for rent computation purposes for the Section 8 (Housing Choice Voucher) Program
  - c. Employees who must determine income for rent computation purposes for Move-In purposes (Low Rent & Housing Choice Voucher programs)
  - d. Employees who must determine income for internal quality control purposes
4. Certified Users: All EIV/UIV users (HA staff only) are authorized by the Executive Director or his/her designee and shall have access on a need-to-know basis. Once a need-to-know status does not exist, the authorization will be immediately terminated.

## **DISCLOSURE OF EIV SYSTEM TO TENANT:**

1. At move-in and thereafter at each re-certification, the Housing Authority will disclose to the prospective resident or housed resident its intent to make use of the EIV/UIV system. This will include the following:
  - a. An explanation of the EIV/UIV procedure
  - b. How income or EIV multi-subsidy tenant report discrepancies are identified, their effect on rent calculations, and the penalties for committing fraud
  - c. An explanation of how discrepancies are resolved
  - d. What action(s) the HA may seek after determining that income has been unreported, under reported, or household members incorrectly reported.
2. All tenant files shall contain a properly completed current HUD-9886 Form or equivalent.
3. EIV/UIV data will be kept in a secure environment.
4. EIV/UIV data will be disposed of by shredding as specified in the disposal section of the policy.

## **SECURITY:**

EIV/UIV data will be safeguarded at all times:

1. Monitors: EIV information displayed on Monitors will be safeguarded by:
  - a. Insuring that data displays are only active when the information is being utilized and only when no unauthorized persons are within viewing distance
  - b. When exiting the office, even for short periods, employees will either:
    - i. Screen protect/blank the screen
    - ii. Close and lock the door to the office
2. Printed Reports: Employees will insure that all EIV information in printed format has:
  - a. Been immediately removed from printer trays. This is especially true if the printer utilized is in an unsecured area.
  - b. At no time left unattended.
  - c. Not been left in viewing distance of unauthorized personnel or visitors.
  - d. When not in use been properly filed in a secure filing cabinet located in a designated and locked secure area.
3. Filing: EIV reports may be filed:
  - a. In an "EIV" consolidated file by month, or
  - b. Filed with the tenant file.

**Note:** In either case, the file cabinet must be lockable and located behind a lockable door.

4. The Security Administrator will insure that:
  - a. Locking storage file cabinets and file locations are approved for EIV information, and
  - b. Only staff members who have been previously authorized by the Executive Director may be given keys and/or access to the data. The Security Administrator or designee will maintain a log of users receiving keys to controlled area.

#### **DISPOSITION OF EIV PRINTOUTS AND LOGGING:**

1. Disposition: EIV/UIV will be disposed of by:
  - a. Shredding
2. Logs: The Security Administrator shall maintain a log of which documents were destroyed and the date and time of destruction.

#### **RESOLVING DISCREPANCIES**

The HA requires that all household income is reported by the family as specified in the Admissions and Continued Occupancy Policy (ACOP), lease, and the Section 8 Administrative Plan. These documents are made a part of this policy by reference.

When EIV/UIV information is substantially different (\$200 per month or greater) from the tenant reported and/or third part reported income, or an EIV multi-subsidy tenant report discrepancy the following procedures will be followed:

1. In any case, where staff has relied solely on EIV/UIV data to document the discrepant income or household member information, staff shall submit a third party verification form to the income source, non-custodial parents, courts, school system and other Public Housing Authorities reporting household member duplication.
2. Staff shall review historical data for prior patterns of employment, benefit payments, and/or other income source histories, school records, divorce or separation and child custody agreements, and any other pertinent records.
3. Staff shall discuss the discrepancy with the tenant and the tenant shall be given the opportunity to resolve the discrepancy. Such discussion shall be either verbally or in writing.
  - a. Although the tenant shall be given the opportunity to resolve the discrepancy, the final arbiter shall be either third-party verification or UIV/EIV data, whichever is accurate, unless the tenant can provide documentation that one or both parties' data is incorrect.
  - b. If the tenant is able to produce sufficient documentation of incorrect third party and/or UIV/EIV data, staff shall contact the proper personnel in charge of this for resolution.

**REPORTING IMPROPER DISCLOSURES:**

1. Report any evidence of unauthorized access or known security breaches to the Executive Director
2. Document all improper disclosures in writing
3. Report **all** security violations regardless of whether the security violation was intentional or unintentional

## HUD EIV/UIV INFORMATION FORM

In accordance with the Tenant Obligation to Supply PHA/HUD with information (24CFR 960.259 and 982.551) which states:

- The family must supply any information that the PHA or HUD determines is necessary in the administration of the assisted housing programs.
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

The HUD EIV (enterprise income verification) / UIV (upfront income verification) system will be used as the preferred method of verifying income of new move-ins and current participants of Public Housing (Low Rent) and Section 8 (Housing Choice Voucher) programs.

EIV/UIV information is to be considered confidential and may only be utilized for the intended purpose of verifying income for eligibility and continued eligibility. The EIV/UIV data is subject to the provisions of the Federal Privacy Act (5 U.S.C. §552, As Amended by Public Law No. 104-231, 110 Stat. 3048), The Freedom of Information Act (5 U.S.C. §552, As Amended By Public Law No. 104-231, 110 Stat. 3048), Public Law No. 108-199, 42 USC 653 (j) and any related amendments.

The information derived from the EIV/UIV system will be protected to ensure that it is utilized solely for official purposes. The following rules apply to the disclosure of UIV Data:

- The PHA will not disclose (or re- disclose) UIV data to any third parties (UIV data is property of the Federal Government and protected by the Federal Privacy Act).
- HUD Office of Inspector General (OIG) & Auditors may review file folder contents for audit and investigative purposes.
- The PHA may provide UIV data to the individual (only) to whom the record pertains.
- UIV data of minors may be provided to the minor's parent or guardian.
- UIV data of adult children may not be provided to the Head of Household.

No adverse action can be taken against a resident until the Housing Authority of Henderson has independently verified the EIV/UIV information and the resident has been granted an opportunity to contest any adverse finding through the established grievance procedure. The consequences of adverse findings may include the Housing Authority of Henderson requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

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Tenant Signature

Social Security Number

Date

## 23.0 GLOSSARY OF TERMS

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which resident rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowances can be given at the discretion of the housing authority.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary and non-monetary:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**As-Paid States:** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Ceiling rent income based:** Ceiling rent income based method provides an incentive to remain in public housing to families whose flat rents were reduced because of a hardship to income-based rents and whose incomes then increased so that the income-based rent is unreasonable for the housing being provided. The ceiling rent is thus in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination when they elect the Flat Rent.

**Certification:** The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

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

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and

return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Covered Families: Families** who receive welfare assistance or other public assistance benefits (“welfare benefits”) from a State or other public agency (“welfare agency”) under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

**Dating Violence:** Violence committed by a person (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**Decent, Safe, and sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. *[1937 Act]*

**Domestic Violence:** The law defines domestic violence as “felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other adult person against a victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction receiving grant monies.” Dating violence, sexual assault, and stalking are included in the definition of domestic violence.

**Drug-Related Criminal Activity:** Drug trafficking or the 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), or as defined by Kentucky Revised Statutes.

**Economic self-sufficiency program:** Any program designed to encourage, assist, train, or facilitate the economic independence of the HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial, or household management, apprenticeship, and any program necessary to ready a participant for work or other work activities.

**Enterprise Income Verification (EIV)** HUD’s online wage and benefit system that allows PHA’s to verify tenant-reported income from an independent source in computerized form.

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family income.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a resident family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The amount determined is set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option will submit to the annual reexamination requirement.

**Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members is listed on the lease.

**Housing Assistance Plan:** A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

**Immediate Family Member:** A spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**Imputed welfare income:** The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby-sitting provided on a regular basis).

**Income Method:** A means of calculating a family's rent based on 10% of its monthly income, 30% of its adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a flat rent. Under this method, the family's income is evaluated at least annually.

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual re-certifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
  - B. Is not obligated for the support of the persons; and
  - C. Would not be living in the unit except to provide the necessary supportive services.
- (24 CFR 5.403(b))

- D. A Live-in-Aide must be approved, in advance, by the PHA
- E. A Live-in-Aide may never be considered the remaining (residual) member of a family

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for service animals, and transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Monthly Adjusted Income:** One twelfth of annual adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**National:** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

**Near-Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Participant:** A family or individual who is assisted by the public housing program.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Public Housing:** Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

**Pro-ration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Reexamination:** The annual re-certification of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Resident Family:** A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

**Resident:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Resident Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, resident rent equals total resident payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority 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 5.603(d))

**Self-Declaration:** A type of verification statement by the resident as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a resident family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

**Specified Welfare Benefit Reduction:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Special welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

1. At the expiration of a lifetime or other time limit on the payment of welfare benefits;
2. Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirement; or
3. Because a family member has not complied with other welfare agency requirements.

**Stalking:** To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Third Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Resident Payment (TTP):**

- A. Total resident payment for families whose initial lease is effective on or after August 1, 1982:
  1. Total resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
    - a. 30% of the family's monthly adjusted income;
    - b. 10% of the family's monthly income;

If the family is receiving payments for welfare assistance from a public agency and a part of such 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 such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total resident payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996, will continue to govern the total resident payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Up-front Income Verification (UIV):** UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the resident rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Uniform Physical Condition Standard (UPCS):** The inspection protocol by which units, buildings, developments, operating systems, and common areas are inspected that meets the criteria established by HUD.

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Veteran:** Any honorably discharged member of the United States Armed Forces, including members of the National Guard or a family member of an honorably discharged veteran.

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State, or local governments. (24 CFR 5.603(d)).

## **24.0 ACRONYMS**

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
EIV	Enterprise Income Verification
FSS	Family Self-Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Resident Payment
UIV	Up-Front Income Verification
UPCS	Uniform Physical Condition Standard

# **APPENDIX I**

## **Income Limits and Deconcentration Worksheet**

<b>Development Name</b>	<b>Number of Units Under ACC</b>	<b>Number of Occupied Units</b>	<b>Number of Units Occupied by Very-Low income Families</b>	<b>% Occupied by Very-Low Income Families</b>

**Very-Low Income families are those families earning less than 50% of the median area income.**

**% Very Low**

**Census Tract**

**Target Number**

**Number Needed below 50% of median area income**

**Number Needed above 50% of median area income**

## 6.1

### ADMISSIONS POLICY FOR DECONCENTRATION

**INTRODUCTION:** In an ongoing effort for the Housing Authority to meet or exceed the laws and regulations regarding its public housing programs, the following De-concentration Policy has been developed in order to comply with the Quality Housing and Work Responsibility Act of 1998, Section 513.

**INCOME MIX TARGETING:** To meet the requirements of the Act and subsequent HUD regulations, at least 40 percent of families admitted in any fiscal year to public housing by the Housing Authority must have incomes that do not exceed 30% of the area median.

**PROHIBITION OF CONCENTRATION OF LOW-INCOME FAMILIES:** The Housing Authority will not, in meeting this income mix targeting, concentrate very low-income families, or other families with relatively low incomes, in public housing units in certain projects or certain buildings. The Housing Authority will review the income and occupancy characteristics of the housing projects and the buildings of each project annually to ensure that a low-income concentration does not occur or, that steps are taken to reduce any concentration of poverty already in existence.

**DECONCENTRATION:** The Housing Authority will make every effort to de-concentrate families of certain income characteristics within the Authority developments. To achieve this, the Housing Authority will offer incentives for eligible families having higher incomes to occupy dwelling units in projects predominantly occupied by eligible families having lower incomes, and provide for occupancy of eligible families having lower incomes in project predominantly occupied by eligible families having higher incomes. Incentives by the Housing Authority allow for the eligible family to have the sole discretion in determining whether to accept the incentive and the Housing Authority will not take any adverse action toward any eligible family for choosing not to accept these incentives. The skipping of a family on the waiting list to reach another family to implement this De-concentration Policy shall not be considered an adverse action. As such, the Housing Authority will continue to accept applications and place the individuals on a waiting list.

Selection will be made based on a combination of application date and time, and an income target mix. A family may be “skipped over” to offer a vacancy to the first qualifying family with a targeted income. This Authority will define a “higher-income family” as one earning more than the calculated average for that development, and a “lower-income family” as one earning less than the calculated average.

The Housing Authority will track the income mix within each project as an effort to avoid a concentration of higher or lower income families in any one building or development. From the tables below, there is a concentration of Very-Low income families in all the HHA developments.

The HUD FY 2008 Income Limits and Fair Market Rent Data show the thirty, fifty and eighty percents of the Median Income per number in a household are as follows:

# Person	30% of Median	50% Very Low Income	80% Low Income
1	\$12,550	\$20,950	\$33,500
2	\$14,350	\$23,900	\$38,300
3	\$16,150	\$26,900	\$43,050
4	\$17,950	\$29,900	\$47,850
5	\$19,400	\$32,300	\$51,700
6	\$20,800	\$34,700	\$55,550
7	\$22,250	\$37,100	\$59,350
8	\$23,700	\$39,450	\$63,150

On 09/01/2008, the Authority had 427 of its 430 public housing units filled as follows:

% of median	# families	%
30	255	60
50	109	25
80	63	15

Project (Units)	<30% of Median		<50% of Median		<80% of Median		Total Units and Vacancies	
	#	%	#	%	#	%	# Units	#Vac
KY12000001 (225)	131	58	185	82	225	100.0	225	0
KY12000002 (205)	124	60	179	87	202	100.0	202	3

On 09/15/2008, the Authority had 88 families on its waiting list. Of the total, 59 (7%) had incomes under 30% of the median, 22 (25%) had incomes above 30% but below 50% of the median, and 7 (8%) had incomes above 50% but less than 80% of the median income.

One (1) project had 60% (percent) of the (elderly) families with thirty (30) percent or less of the median income. Monitoring is and will continue to be conducted to confirm that at least forty (40) percent of all new leases will be to families that earn an amount equal to or less than thirty (30) percent of median income.

Recent industry downsizing and factory closing has resulted in the loss of jobs in the tri-county area. The current unemployment rate for Henderson County is 5.3 percent. As a result, we have realized an increase of 3 families with income 30% of the AMI and a decrease of 1 family with income 80 percent of the AMI in the projects noted above. CHAS data shows the City of Henderson has 4,186 renter families that earn incomes that qualify them for Public Housing Assistance. Of these, 2,503 have housing problems and 275 (at any one time) are looking for a house to rent. The Authority's waiting list shows that 92% of the eligible families are earning less than 50% of the AMU. In other words, approximately 92% of the waiting families are in poverty. Obviously, some higher incomes do exist and every effort will be made to attract more to public housing.

**Component 3, (6) Deconcentration and Income Mixing**

- a.  Yes  No: Does the PHA have any general occupancy (family) public housing developments covered by the de-concentration rule? If no, this section is complete. If yes, continue to the next question.
- b.  Yes  No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

<b>De-concentration Policy for Covered Developments</b>			
<b>Development Name:</b>	<b>Number of Units</b>	<b>Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]</b>	<b>De-concentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]</b>
KY12000001	225	Will attempt to bring in lower income tenants as units become available.	
KY12000002	205	Elderly developments – will attempt to bring in higher income tenants.	

## APPENDIX II

### **CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING**

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

OMB Approval No. 2577-0249  
Exp. (05/31/2007)

**Public reporting burden** for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**Purpose of Form:** The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** A family member must complete and submit this certification, or the information that may be provided in lieu of the certification, within 14 business days of receiving the written request for this certification by the PHA, owner or manager. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by the PHA, manager and owner, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") under the Section 8 or public housing programs apply.

Note that a family member may provide, in lieu of this certification (or in addition to it):

- (1) A Federal, State, tribal, territorial, or local police or court record; or
- (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

---

### **TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE:**

**Date Written Request Received By Family Member:** \_\_\_\_\_

**Name of the Victim of Domestic Violence:** \_\_\_\_\_

**Name(s) of other family members listed on the lease** \_\_\_\_\_

**Name of the abuser:** \_\_\_\_\_

**Relationship to Victim:** \_\_\_\_\_

**Date the incident of domestic violence occurred:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Location of Incident:** \_\_\_\_\_

Name of victim: \_\_\_\_\_

Description of Incident:  
[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse. I acknowledge that submission of false information relating to program eligibility is a basis for termination of assistance or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

All information provided to a PHA, owner or manager relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence by an owner and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

Form HUD-50066 (11-2006)

APPENDIX III

2004  
Census  
Test

United States  
Census  
2010

LANGUAGE IDENTIFICATION FLASHCARD

<input type="checkbox"/>	جميع اللغات من هذا النوع في كل أنحاء العالم تقريباً.	1. Arabic
<input type="checkbox"/>	Բնորոշվե՞լ ենք հայեր՝ կամ արցախցի ապստամբության կողմ կանոնադրված կարգապահ կերպարարներ:	2. Armenian
<input type="checkbox"/>	কিটি বাবাটি কাকা। পড়ুন বা বাবাম বা কাক। এই বাবাক কাক। কিটি।	3. Bengali
<input type="checkbox"/>	អង្គការយុវជនកម្ពុជា: វិទ្យាល័យ ព្រះនរោត្តម ភ្នំពេញ	4. Cambodian
<input type="checkbox"/>	Molsa i sahaon sa yangin. Ina ngina' ma'nanai pol' iningna' ka'nenas Chamorro.	5. Chamorro
<input type="checkbox"/>	如果你能读中文或普通话，请选此框。	6. Simplified Chinese
<input type="checkbox"/>	如果你能读繁体中文或国文，请选此框。	7. Traditional Chinese
<input type="checkbox"/>	Ozvečito ovaj izdruživ ako čitate ili govornite hrvatski jezik.	8. Croatian
<input type="checkbox"/>	Zaškrtnete tato koloncu, pokud mluvíte laš čtj česky.	9. Czech
<input type="checkbox"/>	Kruis dit vakje aan als u Nederlands kunt lezen of spreken.	10. Dutch
<input type="checkbox"/>	Mark this box if you read or speak English.	11. English
<input type="checkbox"/>	گر خواندن و نوشتن فارسی بلد هستید این مربع را علامت بزنید.	12. Farsi



<input type="checkbox"/>	Assimulo este quis, isto se voce lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Înseamnă că sunteți cititor și vorbiți românește.	27. Romanian
<input type="checkbox"/>	Поменяете язык: квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обмените ovaj kvadratik: ukoliko čitate или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Današnje tento števček, ak si ste štetalebo bvorite ps slovensky.	30. Slovak
<input type="checkbox"/>	atangiz esta orilla pi les = hablo español.	31. Spanish
<input type="checkbox"/>	Mula sa ngayon kumukatahe lang kayo sa mamamang, magkita o magkita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ថ្ងៃនេះ យើងបានប្តូរភាសាជាមួយអ្នកទាំងអស់។	33. Thai
<input type="checkbox"/>	Mañita i fe paha ni xapan i koi ka lau pa la fahatonga.	34. Tongan
<input type="checkbox"/>	Візьміть цей квадратик, якщо ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị hiểu đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	עשה את המעשה הזה אם אתה קורא או מדברת עברית.	38. Yiddish

# HOUSING AUTHORITY OF HENDERSON

## SECTION 8 ADMINISTRATIVE PLAN

This Administrative Plan covers the requirements for the Section 8 Certificate and Voucher Programs, amended to incorporate changes regarding the statutory merger of Section 8 Certificates and Voucher Programs as required by the Quality Housing and Work Responsibility Act of 1998.

**Mission Statement:** Our goal is to provide decent, safe, and sanitary rental housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for Section 8 participants.

## TABLE OF CONTENTS

<b>SECTION I.</b>	<b>INTRODUCTION: .....</b>	<b>1</b>
<b>SECTION II.</b>	<b>FAIR HOUSING POLICY AND EQUAL OPPORTUNITY HOUSING PLAN.....</b>	<b>4</b>
<b>SECTION III.</b>	<b>PRIVACY RIGHTS .....</b>	<b>6</b>
<b>SECTION IV.</b>	<b>DEFINITION OF TERMS .....</b>	<b>7</b>
<b>SECTION V.</b>	<b>APPLYING FOR ASSISTANCE .....</b>	<b>28</b>
<b>SECTION VI.</b>	<b>MISSED APPOINTMENTS FOR APPLICANT OR PARTICIPANT .....</b>	<b>30</b>
<b>SECTION VII.</b>	<b>MISREPRESENTATION BY THE APPLICANT OR PARTICIPANT .....</b>	<b>31</b>
<b>SECTION VIII.</b>	<b>SECTION 8 ELIGIBILITY CRITERIA .....</b>	<b>32</b>
<b>SECTION IX</b>	<b>VERIFICATION .....</b>	<b>34</b>
<b>SECTION X.</b>	<b>GROUNDS FOR DENIAL OR TERMINATION OF ASSISTANCE FOR APPLICANT/PARTICIPANT .....</b>	<b>44</b>
<b>SECTION X. 1</b>	<b>VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY.....</b>	<b>49</b>
<b>SECTION XI.</b>	<b>APPLICANT DENIED ASSISTANCE AND PROVIDED OPPORTUNITY FOR INFORMAL REVIEW OR PARTICIPANT ASSISTANCE IS TERMINATED AND PROVIDED OPPORTUNITY FOR INFORMAL REVIEW AND GRIEVANCE PROCEDURES.....</b>	<b>55</b>
<b>SECTION XII.</b>	<b>SECTION 8 APPLICANT SELECTION PROCESS.....</b>	<b>61</b>
<b>SECTION XIII.</b>	<b>ORIENTATION OF FAMILIES AND ISSUANCE OF HOUSING VOUCHER ....</b>	<b>64</b>
<b>SECTION XIV.</b>	<b>COOPERATING WITH LAW ENFORCEMENT AGENCIES .....</b>	<b>69</b>
<b>SECTION XV.</b>	<b>PHA DISAPPROVAL OF OWNER .....</b>	<b>70</b>
<b>SECTION XVI.</b>	<b>OWNER RESPONSIBILITY FOR SCREENING TENANTS .....</b>	<b>72</b>
<b>SECTION XVII.</b>	<b>WHERE A FAMILY CAN LEASE A UNIT WITH TENANT-BASED ASSISTANCE AND PORTABILITY PROCEDURES</b>	<b>73</b>
<b>SECTION XVIII.</b>	<b>ABSENCE FROM THE ASSISTED UNIT .....</b>	<b>77</b>
<b>SECTION XIX.</b>	<b>CONTINUED ASSISTANCE AFTER FAMILY BREAK-UP.....</b>	<b>78</b>
<b>SECTION XX.</b>	<b>OCCUPANCY STANDARDS .....</b>	<b>79</b>
<b>SECTION XXI.</b>	<b>INSPECTIONS OF PRIVATE LANDLORD'S PROPERTY:.....</b>	<b>80</b>
<b>SECTION XXII.</b>	<b>INSPECTION STANDARDS:.....</b>	<b>81</b>
<b>SECTION XXIII.</b>	<b>RENT REASONABLENESS.....</b>	<b>85</b>
<b>SECTION XXIV.</b>	<b>DETERMINATION OF ANNUAL, INTERIUM AND RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES.....</b>	<b>86</b>
<b>SECTION XXV.</b>	<b>ADJUSTMENT TO UTILITY ALLOWANCES AND CONTRACT RENTS, AND MONTHLY HOUSING ASSISTANCE PAYMENTS .....</b>	<b>92</b>
<b>SECTION XXVI.</b>	<b>HOUSING CHOICE VOUCHER PROGRAM .....</b>	<b>94</b>
<b>SECTION XXVII.</b>	<b>DECONCENTRATION RULE.....</b>	<b>96</b>
<b>SECTION XXVIII.</b>	<b>SECURITY DEPOSIT .....</b>	<b>97</b>
<b>SECTION XXIX.</b>	<b>TERMINATION OF TENANCY BY OWNER.....</b>	<b>98</b>
<b>SECTION XXX.</b>	<b>TERMINATION OF HOUSING ASSISTANCE PAYMENT (HAP) CONTRACT</b>	<b>99</b>

<b>SECTION XXXI.</b>	<b>PROGRAM MANAGEMENT PLAN .....</b>	<b>100</b>
<b>SECTION XXXII.</b>	<b>DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REVIEW OF CONTRACT COMPLIANCE.....</b>	<b>101</b>
<b>SECTION XXXIII.</b>	<b>ADMINISTRATIVE FEE RESERVE EXPENDITURES.....</b>	<b>102</b>
<b>SECTION XXXIV.</b>	<b>SPECIAL FUNDING AND SPECIAL HOUSING TYPES</b>	<b>103</b>
<b>SECTION XXXV.</b>	<b>FAMILY SELF-SUFFICIENCY PROGRAMS: .....</b>	<b>104</b>
<b>SECTION XXXVI.</b>	<b>COST SAVINGS POSSIBILITES .....</b>	<b>106</b>
<b>SECTION XXXVII.</b>	<b>HOMEOWNERSHIP POLICY .....</b>	<b>109</b>
<b>SECTION XXXVIII.</b>	<b>EIV/UIV POLICY .....</b>	<b>133</b>
<b>EXHIBIT A</b>	<b>SECTION 8 PREFERENCE .....</b>	<b>140</b>
<b>EXHIBIT B</b>	<b>REASONABLE CHILD CARE ALLOWANCE .....</b>	<b>141</b>
<b>EXHIBIT C</b>	<b>CERTIFICATION OF DOMESTIC FIOLENCE, DATING VIOLENCE OR STALKING .....</b>	<b>142</b>
<b>EXHIBIT D</b>	<b>LANGUAGE CERTIFICATION.....</b>	<b>144</b>

## **SECTION I. INTRODUCTION:**

1. Mission Statement: Our goal is to provide decent, safe, and sanitary rental housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for Section 8 participants.
  - In order to achieve this mission, we will:
  - Recognize residents as our ultimate customer
  - Improve Public Housing Authority (PHA) management and service delivery efforts through effective and efficient management of PHA staff
  - Seek problem-solving partnerships with residents, landlords, community, and government leadership
  - Apply limited PHA resources to the effective and efficient management and operation of Section 8 programs.
2. Purpose of Policy: The purpose of this plan is to establish guidelines for the PHA staff to follow in determining eligibility for the Section 8 program. The basic guidelines for this plan are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing admissions and continued occupancy are outlined in this plan and these requirements are binding upon applicants, residents, landlords and this PHA alike. Notwithstanding the above, changes in applicable federal law or regulations shall supersede provisions in conflict with this policy.
3. Primary Responsibilities of the PHA:
  - A. Informing eligible families of the availability of Section 8 assistance;
  - B. Encouraging owners to make their units available for lease by Section 8 participants;
  - C. Determining the maximum amount of housing assistance payments that can be used for family-paid utilities; and posting the utility allowances annually;
  - D. Receiving applications from families and determining their eligibility for assistance;
  - E. Inspecting Section 8 units to determine that they meet or exceed Section 8 Housing Quality Standards;
  - F. Approving leases;
  - G. Making Housing Assistance Payments to owners;

H. Perform annual and periodic re-examinations of income, family composition and re-determination of rent;

4. Objectives: The objectives of this plan are to:

A. Promote the overall goal of decent, safe and sanitary housing by using the Section 8 program to house eligible families in private rental housing; therefore, increasing the housing stock for very low-income families.

B. Improve the County's housing stock by requiring participating landlords to meet Section 8 Housing Quality Standards for their rental property.

C. Facilitate the efficient management of the PHA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the Section 8 program and staff.

D. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in assisted housing are conducted without regard to race, color, religion, sex, handicap, familial status and national origin.

E. The Housing and Community Development Act of 1974 reflects Congress's intent that, where possible, the nation's existing housing stock should be preserved. The Section 8 Program will allow the PHA to utilize existing housing stock and allow a family who qualifies for Section 8 Assistance and lives in substandard housing to remain, if the owner brings the house up to HQS standards and the Section 8 participant decides to remain in that unit.

5. Outreach:

A. Outreach to Owners: The PHA will encourage participation by owners of suitable units located outside areas of low income or minority concentration by distributing and communicating information concerning property owners leasing units under the Section 8 programs through the local media (newspaper, radio, television, etc.).

B. Outreach to Potential Clients: The PHA 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 such families where they may apply for Section 8 rental assistance. The PHA shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Section 8 rental assistance. The PHA may hold meetings concerning the Section 8 programs with local social community agencies.

- C. Non-English Speaking Persons: The PHA shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice Published in the Federal Register. The PHA shall balance these factors in deciding what to do:
1. The number of proportion of LEP persons served or encountered in the eligible service area;
  2. The frequency with which LEP individuals come in contact with the program;
  3. The nature and importance of the program, activity, or service provided by the provided by the program;
  4. The resources available to the PHA and costs.

Depending upon what this analysis reveals, the PHA may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined above reference Notice shall be utilized.

In addition, the PHA will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the PHA shall utilize multilingual "I speak cards to the maximum degree possible." See Exhibit D

## **SECTION II. FAIR HOUSING POLICY AND EQUAL OPPORTUNITY HOUSING PLAN**

1. Fair Housing Policy: The Fair Housing Policy of the PHA is to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment and with the Americans with Disabilities Act.

Specifically, the PHA shall not on the basis of race, color, religion, sex, handicap, familial status, and national origin, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Programs, within the requirements and regulations of HUD and other regulatory authorities. To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide access to information to Section 8 participants regarding "discrimination". Also, this subject will be discussed during the briefing session and any complaints will be documented and made part of the applicants/participants file.

For families and/or individuals who report apparent discrimination in obtaining assisted housing, the PHA shall assist them by providing the family/individual with a HUD Housing Discrimination Complaint Form, HUD - 903. The individual can complete this form and report apparent discrimination to the HUD Office of Fair Housing and Equal Opportunity. For example, a resident may be trying to obtain other rental housing and experiences apparent discrimination.

2. Equal Opportunity Housing Plan: The PHA is a participant in the tenant-based program and is required to comply with equal opportunity requirements imposed by contract or federal law (Ref: 24 CFR 982.54). This includes applicable requirements under:
  - A. The fair housing act, 42 U. S. C. 3610-3619 (implementing regulations at 24 CFR parts 100, et seq.);
  - B. Title VI of the Civil Rights Act of 1964, 42 U. S. C. 2000d (implementing regulations at 24 CFR part1);
  - C. The age discrimination act of 1975, 42 U. S. C. 6101-6107 (implementing regulations at 24 CFR, part 146);
  - D. Executive Order 11063, Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR1253 (1980), as amended, Executive Order 12892, 59FR 2939 (1994) (implementing regulations at 24 CFR, part 107);
  - E. Section 504 of the Rehabilitation Act of 1973, 29 U. S. C. 794 (implementing regulations at 24 CFR, part 8; and
  - F. Title II of the Americans with Disabilities Act, 42 U. S. C.12101, et seq.

3. Equal Opportunity Posting Requirements:

There shall be maintained in the PHA's office waiting room a bulletin board, which will accommodate the following posted materials:

- A. Statement of Policies and Procedures Governing the Section 8 Administrative Plan.
- B. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
- C. Income Limits for Admission.
- D. Utility Allowances.
- E. Informal Review and Grievance Hearing Procedure Policy.
- F. Fair Housing Poster.
- G. "Equal Opportunity in Employment" Poster.

### **SECTION III.                    PRIVACY RIGHTS**

Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions HUD will release information concerning Section 8 participants. Requests for information by other parties must be accompanied by a signed release request in order for the PHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations (Reference HUD Form 9886).

## SECTION IV. DEFINITION OF TERMS

Sections 24 CFR 5, 24 CFR 8.3, and 24 CFR 982.4 definitions, effective from time to time, are incorporated by reference as if fully set out herein. Copies of this regulation are available in the PHA Office.

1. Absorption: In portability (under § 982, subpart H): the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.
2. Adjusted Income: Adjusted Income means annual income less the following deductions (Ref: Section 24 CFR 5.611):
  - A. \$480 for each dependent;
  - B. \$400 for any elderly family or disabled family;
  - C. Any family that is not an elderly family or disabled family but has a member (other than the head of household or spouse) who is a person with a disability, may deduct disability assistance expenses in excess of three percent of annual income, but this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities;
  - D. For any elderly family or disabled family:
    - (1) That has no disability assistance expenses, an allowance for medical expenses including non prescription medication as prescribed by a physician equal to the amount by which the medical expenses exceed three percent of annual income;
    - (2) That has disability assistance expenses greater than or equal to three percent of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C of this definition, plus an allowance for medical expenses that is equal to the family's medical expenses;
    - (3) That has disability assistance expenses that are less than three percent of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds three percent of annual income; and

- E. **Child Care Expenses:** Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The PHA determines the reasonable amount of charges, by conducting surveys of local childcare providers. The results are posted in the PHA office(s).

**Note: If the Total Annual Income less the H.U.D approved allowances result in a rent that is less than the established minimum rent, the resident rent will be established at the PHA established minimum rent (\$25).**

- 3. Administrative Fee: Fee paid by HUD to the PHA for administration of the program (see §982.152).
- 4. Administrative Fee Reserve: (formerly “operating reserve”) Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes (see §982.155).
- 5. Administrative Plan: The administrative plan describes PHA policies for administration of the tenant-based programs (see §982.54). This document is the administrative plan for the PHA.
- 6. Admission: The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.
- 7. Adult: An adult is:
  - A. 18 years of age or older.

**Note: Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.**

- 8. Annual Contributions Contract (ACC): A written contract between HUD and an PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.

9. Annual Income: Annual income means:

A. All amounts, monetary or not, which:

- (1) Go to, or on the behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- (2) Are anticipated to be received from a source outside the family during the 12-Month period following admission or annual reexamination effective date; and
- (3) Which are not specifically excluded in paragraph C of this definition.
- (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

B. Annual income includes, but is not limited to (24 CFR 5.609):

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, or 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 depreciation is permitted only as authorized in paragraph B(2) of this definition. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

- (4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefit, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment (except as provided in paragraph C (14) of this definition)
- (5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph C (3) of this definition)
- (6) Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that are subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
  - (a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
  - (b) The maximum amount that the welfare assistance agency could allow the family for shelter and utilities. If the families' welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;
- (7) Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- (8) All regular pay, special payments and allowances of a member of the Armed Forces (except as provided in paragraph C (7) of this section).

**Participants that receive lump-sum payments that are included as income and fall in the categories listed above, must report the income to the Section 8 Agency as soon as possible but no later than 10 calendar days after receipt of the funds and the applicable portion of the payment that is due as subsidy to the PHA is due 14 days after the PHA notifies the family of the amount due.**

**Unreported Income: If a Section 8 participant fails to report changes in income, as required, the Section 8 assistance could be subject to termination.**

- C. Annual income does not include the following:
- (1) Income from employment of children (including foster children) under the age of 18 years;
  - (2) Payments received for the care of foster children or foster adults (usually person with disabilities, unrelated to the tenant family, who are unable to live alone);
  - (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including lump sum payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
  - (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
  - (5) Income of a live-in aide, as defined in 24 CFR 5.403;
  - (6) The full amount of student financial assistance paid directly to the student or to the educational institution; and amounts paid by the Government to a veteran, for use in meeting the cost of tuition, food, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a student/veteran not used for the above purposes that are available for subsistence is to be included in income unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income.
  - (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
  - (8)
    - (a) Amounts received under training programs funded by HUD;
    - (b) Amounts received by a person with a disability that are disregarded for a limited time for purpose of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS)
    - (c) Amounts received by a participant from other 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;

- (d) 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, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
- (e) 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;
- (9) Temporary, nonrecurring or sporadic income (including gifts);
- (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;
- (11) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- (12) Adoption assistance payments in excess of \$480 per adopted child;
- (13) Exclude from annual income the \$600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving benefits. This expires on May 15, 2006 or when the participant enrolls in the Medicare Prescription Drug Program.
- (14) Any low- income subsidy received to assist low- income persons in paying for their Medicare Prescription Drug Program.
- (15) Exclude from annual income any negotiated drug discount pursuant to the Medicare prescription drug discount card. (Delete after May 16, 2006)
- (16) In cases where medical expenses are normally deducted from a HUD participant's income, include as a medical deduction the Medicare assistance provided for the cost of drugs pursuant to prescription drug discount card, negotiated drug price, transitional assistance subsidies or any fee paid by the participant for the Medicare Prescription Drug Program.

- (17) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
- (18) 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;
- (19) 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; or
- (20) Amounts specifically excluded by any other Federal statute from consideration as income for purpose of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.
- (21) Earned Income Disallowance for Person with Disabilities. This disallowance applies to qualified family participants in the Section 8 program; it does not apply for purposes of admission to the program.

*The definition of a qualified family* is a family residing in housing assisted under the Housing Choice Voucher Program, whose annual income increases due to one of the following reasons:

Employment of a family member who is a person with disabilities and was previously unemployed for one or more years prior to employment

Note: HUD's definition of previously unemployed includes a person who has earned, in the 12 months prior to employment, no more than someone would have earned working 10 hours a week for 50 weeks at the established minimum wage.

Increased earnings by a family member who is a person with disabilities **and** is a participant in any economic self-sufficiency or job-training program

New employment or increased earnings by a family member who is a person with disabilities **and** within the past 6 months has received assistance, benefits, or services under any state program for temporary assistance (TANF, welfare-to work)

The assistance is not limited to cash assistance  
It includes one-time payments, wage subsidies, and transportation

assistance.

The total amount over a six-month period must be at least \$500.

(a) **INITIAL 12-MONTH FULL EXCLUSION**

The initial 12-month full exclusion begins on the date the family member (with disabilities):

Is employed or  
First experiences an increase in income due to employment

The full amount of the increase is excluded.

The exclusion extends for a total of 12 cumulative months.

(b) **SECOND 12-MONTH EXCLUSION AND PHASE-IN**

The second 12-month exclusion begins when the family member has received 12 cumulative months of full exclusion.

Fifty percent of the increase is excluded.

The exclusion extends for a total of 12 cumulative months.

(c) **LIFETIME MAXIMUM FOUR-YEAR DISALLOWANCE**

The exclusion may stop and start if employment stops and starts, but it extends for no more than a 48-month period beginning on the first date of the initial exclusion.

No exclusion may be given after the 48-month period regardless of whether the family member has received the full exclusion for a total of 12 months *or* the phase-in exclusion for a total of 12 months

If is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a re-determination at the end of the shorter period.

- (22). Pursuant to Section 24 CFR 5.609 (c) (9), PHA'S are to exclude **temporary** income payments from the U.S. Census Bureau, defined as employment lasting no longer than 180 days and not culminating in permanent employment. Employer verification of both the employment dates and income amount is to be maintained in the tenant file.

- (23). Pursuant to Section 24 CFR 5.609 (c) (2), PHA'S are to exclude Kinship Guardian Assistant Payments (KIN-GAP) and other similar guardianship care payments. KIN-GAP payments are subsidies to children leaving the juvenile court system to live with a relative or legal guardian. These payments are made on behalf of the related child to the tenant household.
10. Applicant: (applicant family) A family that has applied for admission to a program, but is not yet a participant in the program.
11. Budget Authority: An amount authorized and appropriated by the Congress for payment to PHA's under the program. For each funding increment in an PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.
12. Certificate: A document issued (prior to 10-1-99) by an PHA to a family selected for admission to the rental certificate program. The certificate describes the program, and the procedures for PHA approval of a unit selected by the family. The certificate also states the obligation of the family under the program.
13. Certificate or Voucher Holder: A family holding a certificate or voucher with un-expired search time.
14. Certificate Program: The rental certificate program.
15. Child - A member of the family, other than the family head or spouse, who is under 18 years of age.
16. Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. In the case of childcare necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The PHA will not normally determine childcare expenses to be necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of a disability or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare.
17. Child Custody: An applicant/participant family who does not have full custody of a child/children may only claim a child as a dependent by the following:
- A. The applicant/participant must have primary custody of the child.
  - B. The applicant/participant must provide sufficient evidence that the child would reside with the Section 8 participant. [NOTE: more than one applicant cannot claim the same child.]

18. Citizen - A citizen or national of the United States.
19. Contiguous Metropolitan Statistical Area (MSA): In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.
20. 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 voucher program.
21. Contract Authority: The maximum annual payment by HUD to a PHA for a funding increment.
22. Dating Violence: Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
23. Dependent: A member of the family household other than the head of household or spouse who is 18 years of age or under (excluding foster children, foster adults and a friend), or who is 18 years of age or older and a full-time student, or who is disabled or handicapped. An unborn child shall not be considered a dependent.
24. Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
25. Disabled Person: (See Handicapped Person)
26. Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
27. Domestic Violence: The law defines domestic violence as “felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other adult person against a victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction receiving grant monies.” Dating violence, sexual assault, and stalking are included in the definition of domestic violence.
28. Domicile: The legal residence of household head or spouse as determined in accordance with State and local law.

29. Drug-Related Criminal Activity: The term means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.
30. Elderly Family: A family whose head or spouse or whose sole member is at least 62 years of age, or disabled, or handicapped and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well being.
31. Elderly Person: A person who is at least 62 years of age.
32. Enterprise Income Verification (EIV): HUD's online wage and benefit system that allows PHA's to verify tenant-reported income from an independent source in computerized form.
33. Evidence of Citizenship or Eligible Immigration Status - The documents which must be submitted to evidence citizenship or eligible immigration status (Reference CFR 5.508(b)).
34. Exception Rent: In the certificate program, an initial rent (contract rent plus any utility allowance) in excess of the published FMR. For certificates, exception rent is approved by HUD, and is used in determining the initial contract rent. In the voucher program, the PHA may adopt a payment standard between 90% to 110% of the HUD published FMR. Exceptions to this must be approved by HUD.
35. Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs for existing housing are established by HUD for housing units of varying sizes (number of bedrooms), and are published in the Federal Register in accordance with 24 CFR, part 888.
36. Family Share: In the Voucher Program, the portion of rent and utilities paid by the family.
37. Familial Status - A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons (Reference Federal Register published February 13, 1996, pages 5,662 and 5,663). In Section II "Reinventing Parts 812 and 912 of the Federal Register states:  
"The April 10, 1992 proposed revisions to parts 812 and 912, which concern section 5(b) of the Fair Housing Amendments Act of 1988 (FHAA) and the treatment of single, pregnant women obtaining custody, are not included in this final rule. The statutory prohibition against housing discrimination towards such persons is sufficiently clear and enforceable. Since the percentage limit for occupancy by single persons (which could have been used to mask instances of discrimination against persons in these protected classes) has been eliminated, it is no longer necessary to distinguish persons in the FHAA-protected classes from other single persons."

Single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons and only entitled subsidy for a one-bedroom family unit size unless the child is born before a Housing Assistance Payment Contract is signed, in which case, a two-bedroom voucher will then be issued.

38. Family All Families must have a Head of Household or Co-Heads of Household.

- A. Two or more persons related by blood, marriage, or by operation of law. A family with or without children who live regularly together as a single household in the dwelling unit. A family must include a competent adult willing to enter into a contract and capable of functioning as the head of the household. There must be some concept of family living beyond the mere sharing or intention to share housing accommodations by two or more persons to constitute them as a family within the meaning of this policy. Some recognized and acceptable basis of family relationship must exist as a condition of eligibility.
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family (Refer Definition No. 87); and
- G. A single person who is not elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family (Refer to Definition No. 87).

**Note: Housing assistance limitation for single persons.** A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for tenant-based assistance) housing assistance for which the family unit size exceeds the one bedroom. **The rule does not prohibit a single person from residing in a larger unit (2 or more bedrooms) with the amount of subsidy for a zero or one-bedroom family unit size. The limit is on the amount of subsidy paid NOT the SIZE of the UNIT.**

39. Family Self-Sufficiency (FSS) Program: The program established by an PHA to promote self-sufficiency of assisted families, including the provision of supportive services (42 U. S. C. 1437u). Reference 24 CFR, part 984.

40. Family Unit Size: The appropriate number of bedrooms for a family. Family unit size is determined by the PHA under the PHA subsidy standards.
41. FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD, or any exception rent. For a regular tenancy in the certificate program, the initial rent to owner plus any utility allowance may not exceed the FMR/exception rent limit (for the selected dwelling unit or for the family unit size). For a tenancy in the voucher program, the PHA may adopt a payment standard of 90% to 110% of the FMR. For an over-FMR tenancy in the certificate program, the payment standard is the FMR/exception rent limit.
42. Foster Children: With the prior written consent of the PHA, a foster child may be added as a Section 8 participant. The factors considered by the PHA in determining whether or not consent is granted may include:
- A. Whether the addition of a new occupant may require the issuance of a new voucher, and whether such document is available.
  - B. The Section 8 landlord's obligation to allow reasonable accommodation for handicapped persons.
43. Friend: A (one) friend may be a part of an otherwise eligible family. The income of the "friend" shall be counted as income of the family and said "friend" will be treated by this office as a member of the family except that:
- A. A friend may never be considered the remaining (residual) member of a family.
  - B. A friend may never make an otherwise ineligible person qualify as a family except as stated in Section IV No. 87.
- A friend is, "One attached to another by esteem, respect, and affection; an intimate."
44. Full-Time Student: A member of a family (other than the head of household or spouse) who is attending school or vocational training on a full-time basis as defined by the institution.
45. Funding Increment: Each commitment of budget authority by HUD to a PHA under the consolidated ACC for the PHA program.
46. Gross Rent: The sum of rent to owner plus any utility allowance.
47. Handicapped Assistance Expense: Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

48. Handicapped Person and/or Disabled Person: Any person with a physical or mental impairment which:

- A. 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.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term "person with disabilities" means "individuals with handicaps," as defined in 24 CFR 8.3

A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is handicapped as defined below:

Section 223 of the Social Security Act defines disability as:

- (1) "inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
- (2) in the case of any individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(I)1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age 18, which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

49. Hazardous Duty Pay: Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

50. Head of Household - The adult member of the family who is for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

51. Homeless Family: Any individual or family who:

- A. Lacks a fixed, regular, and adequate nighttime residence;
- B. Has a primary nighttime residence that is:
  - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);
  - (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or
  - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- C. A homeless family does not include:
  - (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
  - (2) Any individual who is a Single Room Occupant that is not considered substandard housing as defined in 83 below.

52. Housing Assistance Payment (HAP): The monthly assistance payment by the PHA. The total assistance payment consists of:

- A. A payment to the owner for rent to the owner under the family's lease.
- B. An additional payment to the family for utility reimbursement if the total assistance payment exceeds the rent to owner.

53. Housing Assistance Payment (HAP) Contract: A written contract between an PHA and an owner, in the form prescribed by HUD, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

54. Housing Quality Standards (HQS): The HUD minimum quality standards for housing assistance under the tenant-based programs.

55. HUD - Housing & Urban Development: The U. S. Department of Housing and Urban Development.

56. HUD Requirements: HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

57. Immediate Family Member: A spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

58. Infant: A child under the age of two years.
59. Initial Contract Rent: The rent to owner at the beginning of the initial lease term.
60. Initial PHA: In portability, the term refers to both:
- A. A PHA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting PHA.
  - B. A PHA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing PHA.
61. Initial Lease Term: The initial term of the assisted lease. The initial lease term must be for at least one year.
62. Interim Re-determination of Rent: Changes of rent between admissions and reexaminations and the next succeeding reexamination.
63. INS – The U. S. Immigration and Naturalization Service.
64. Jurisdiction: The area in which the PHA has authority under State and local law to administer the program.
65. Lease: A written agreement between an owner and a tenant for the leasing and occupancy of a dwelling unit by 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 PHA.
66. Live-in-Aide: A person who resides with an Elderly, Disabled, or Handicapped person or persons and who:
- A. Is determined by the PHA to be essential to the care and well-being of the person(s),
  - B. Is not obligated for support of the person(s),
  - C. Would not be living in the unit except to provide supportive services. The income of a Live-in-aide that meets these requirements is not included as income to the tenant family; and,
  - D. A Live-in-Aide must be approved, in advance, by the PHA
  - E. **A Live-in-Aide may never be considered the remaining (residual) member of a family.**
67. Low-Income Family: A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

68. Medical Expense: Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of three (3) percent of Annual Income, are deductible from income by elderly families only. Disability expenses in excess of three (3) percent are deductible under the rules for adjusted income.
69. Military Service: Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.
70. Minimum Rent: Families assisted under the certificate, voucher, and moderate rehabilitation programs pay a monthly “minimum rent” of not less than \$25. The PHA has the discretion to establish the “minimum rent” up to \$50.00. The minimum rent established by this PHA is \$50.00.
71. Minor: A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.
72. Mixed Family - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.
73. Monthly Adjusted Income: One twelfth of Adjusted Annual Income.
74. Monthly Income: One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.
75. National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
76. Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62 and living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
77. Net Family Assets: Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this PHA shall include the value of any business or family assets disposed of by an applicant or Tenant for less than fair market value (including a

disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant receives important consideration not measurable in dollar terms.

78. Non-citizen: A person who is neither a citizen nor national of the United States.
79. Owner: Any person or entity with the legal right to lease or sublease a unit to a participant.
80. Participant: A family that has been admitted to the PHA program, and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family.
81. Payment Standard: In the voucher program, an amount used by the PHA to calculate the HAP for a family. Each payment standard amount is based on the FMR. The PHA adopts a payment standard for each bedroom size and for each FMR area in the PHA jurisdiction. The payment standard for a family is the maximum monthly subsidy payment. The payment standard for this PHA is set at 100% of the published FMR's
82. Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial PHA.
83. Preference: At the option of the PHA, a preference system can be used to select among applicant families.
84. Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.
85. Program: The tenant-based certificate or voucher program.
86. Public Housing Agency (PHA): A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.
87. Reasonable Rent: A rent to owner that is not more than rent charged:
  - A. For comparable units in the private unassisted market; or
  - B. For comparable unassisted units in the premises.
88. Receiving PHA: In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA.
89. Re-certification: Re-certification is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.

90. Re-examination Date: The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent.
91. Remaining Member of the Tenant Family: Any member of the family listed on the lease who continues to live in an assisted household after all other family members have left. The person(s) of legal age remaining in the subsidized unit after the person(s) who signed the certificate or voucher has (have) left the premises, other than by eviction, who may or may not normally qualify for assistance on their own circumstances. An individual must have received housing subsidy under the program to which he/she claims head of household status for one year before becoming eligible for Section 8 subsidy as a remaining family member. This person must complete forms necessary for Section 8 assistance within (10) ten calendar days from the departure of the leaseholder and may remain in the unit for a reasonable time (not more than (30) thirty calendar days from the date the individual request head of household status) pending the verification and hearing process. This person must, upon satisfactory completion of the verification process, then execute all required Section 8 subsidy documents and cure any monetary obligations in order to maintain assistance. Any person who claims him or herself as a remaining member shall, in the event that the PHA declares him or her ineligible for remaining member status, be entitled to an informal hearing. The informal hearing process is described in Section XI., of this policy.
92. Residency Preference: An PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area.
93. Residency Preference Area: The specified area where families must reside to qualify for a residency preference.
94. Single Person: A person who lives alone or intends to live alone, and who does not qualify as an elderly family, near elderly family, disabled family, displaced person, or as the remaining member of a tenant family.
95. Special Admission: Admission of an applicant that is not on the PHA waiting list, or without considering the applicant's waiting list position.
96. Spouse: A spouse is the legal husband or wife of the head of the household.
97. Stalking: To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

98. Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and composition.
99. Suspension: Temporary suspension of the term of a family's voucher for a period as stated in Section XIII 3 E (1) of this plan from the time the family submits a request to the PHA for approval to lease a unit, until the time when the PHA approves or denies the request.
100. Temporarily Absent Family Members: Any person(s) on the lease who are not living in the household for a period of more than thirty days is considered temporarily absent.
101. Tenancy Addendum: In the lease between the tenant and the owner, the lease language required by H.U.D
102. Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.
103. Tenant-Based: Rental assistance that is not attached to the structure.
104. Tenant Rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord.
105. Total Family Contribution: In the Housing Choice Voucher Program, the amount that the family pays toward rent and any tenant supplied utilities.
106. Total Tenant Payment (TTP): The total amount the H.U.D rent formula requires the tenant to pay toward rent and utilities, according to it's rent formula.

For the Housing Choice Voucher Program, the TTP must be the greater of:

- (1) 30 percent of family monthly adjusted income;
- (2) 10 percent of family monthly gross income;
- (3) Welfare rent (if applicable) in as-paid states; or
- (4) \$50.00, which is the minimum rent set by the PHA.

It is possible for voucher families to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a voucher family's TTP is the minimum rent of \$50 and the PHA's utility allowance for the size and type unit the family has selected is \$60 the family would qualify for a utility reimbursement of \$10 for tenant purchased utilities.

107. Utilities: Utilities may include water, electricity, gas, garbage, and sewage services.

108. Up-Front Income Verification (UIV): UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.
109. Utility Allowance: The utility allowance, if any, determined for the Section 8 program for tenant purchased utilities (except telephone) that are normally included in rent.
110. Utility Reimbursement Payment (URP) Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment or minimum rent for the family occupying the unit. **The PHA has the authority to send the check directly to the utility supplier without the written permission of the family.**
111. Very Low-Income Family: A lower Income Family means a family whose annual income does not exceed (50%) fifty percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
112. 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.
113. Voucher: A document issued by a PHA to a family selected for admission to the voucher program. The voucher describes the program, and the procedures for PHA approval of a unit selected by the family. The voucher also states the obligations of the family under the program.
114. Wage Earner: A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.
115. Waiting List Admission: An admission from the PHA waiting list.
116. Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

## **SECTION V. APPLYING FOR ASSISTANCE**

### **1. How to Apply:**

Families wishing to apply for housing assistance shall complete an application.

Applications will be accepted at: 111 South Adams Street, Henderson, Kentucky.

Applications are taken to compile a waiting list due to the demand for housing in the PHA's jurisdiction. The PHA may take applications on an "open enrollment" basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants.

Applications shall be made in person at the PHA during specified dates and business hours posted at the PHA's Office.

The application must be dated, time-stamped, and referred to the PHA's office where Section 8 applications are processed.

Individuals that have a physical impairment which would prevent them from completing an application in-person may call the PHA to make special arrangements to complete the application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. If the applicant is visually impaired, all notices will be in a format understandable by applicant.

### **2. Closing of Application Taking:**

If the PHA is taking applications, the PHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to be housed within the next 12-month period. The closing of the waiting list shall be performed in accordance with 24 CFR 206.

### **3. Opening of Application Taking: When the PHA decides to start taking applications the following procedures will be followed:**

The PHA 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 PHA will publish the date applications will be accepted and the location where applications can be completed.

**Note: If the PHA anticipates suspending the taking of applications after a period of time, the date of acceptance and closing of applications must be published.**

- B. Advise families that applications will be taken at the designated office;
- C. The notice must state any PHA adopted criteria that defines which families may apply for assistance;
- D. Briefly describe the Housing Assistance program; and
- E. State that applicants for Section 8 assistance must specifically apply for Section 8 assistance and that applicants for Section 8 assistance may also apply for Public Housing and they will not lose their place on the Section 8 Housing waiting list if they also apply for Public Housing.
- F. To reach persons, who cannot read the newspapers, the PHA will distribute fact sheets to the broadcasting media.

The opening of the application list shall be performed in accordance with 24 CFR 206.

- 4. Application Period (Dates): The application taking closing date may be determined administratively at the same time that the PHA 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 Section 8 Vouchers.

## **SECTION VI. MISSED APPOINTMENTS FOR APPLICANT OR PARTICIPANT**

An applicant or person receiving assistance who fails to keep an appointment without notifying the PHA and without re-scheduling the appointment may be sent a notice of termination of the process or assistance for failure to supply such certification, release of information or documentation as the PHA or HUD determines to be necessary (or failure to allow the PHA to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable) in the following situations:

- Complete Application
- Bringing in Verification Information
- Program Briefing
- Leasing Signature Briefing
- HQS Inspections
- Re-certification
- Interim Adjustment
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan
- Scheduled Counseling Sessions

### Process When Appointment(s) Are Missed:

For most of the functions above, the family may be given two appointments. If the family does not appear or call to reschedule the appointment(s) required, the PHA may begin the termination process. The applicant or participant will be given an opportunity for an informal review or hearing pursuant to Section XI. The applicant will be informed of the hearing process in their update letter.

If the representative of the PHA makes a determination in favor of the applicant or participant, the PHA will comply with decision unless the PHA is not bound by a hearing decision concerning a matter for which the PHA is not required to provide an opportunity for a hearing pursuant to 24 CFR 982.554(c) and 982.555(b).

### Letters Mailed to Applicants by the PHA:

If an applicant claims they did not receive a letter mailed by the PHA that requested the applicant to provide information or to attend an interview, the PHA will determine whether the letter was returned to the PHA. If the letter was not returned to the PHA, the applicant will be assumed to have received the letter.

If the letter was returned to the PHA and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the PHA, in writing or in person, if their address changes during the application process.

**SECTION VII. MISREPRESENTATION BY THE APPLICANT OR PARTICIPANT**

If an applicant or Section 8 participant is found to have made willful misrepresentations at any time, the applicant may be declared ineligible and the Section 8 participant may be terminated because of the act of fraud. If such misrepresentation resulted in the Section 8 participant paying a lower rent than was appropriate, the Section 8 participant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the PHA may take such other actions as it deems appropriate, including referring the Section 8 participant to the proper authorities for possible criminal prosecution.

## SECTION VIII.

## SECTION 8 ELIGIBILITY CRITERIA

1. Eligibility: All adult individuals who are admitted to the Section 8 Program must sign a consent form authorizing the PHA to obtain a background criminal history and must be individually determined eligible under the terms of this plan. In order to be determined eligible, an applicant must meet the following requirements:
  - A. The applicant family must qualify as a family as defined in Section IV-35.
  - B. The applicant family's Annual Income as defined in Section IV-9, must not exceed income limits established by HUD for the Section 8 Programs, and
  - C. The Head of Household must be: 18 years of age or older.
2. Ineligible: Applicants are not automatically determined eligible to receive federal assistance. If the applicant's annual family income exceeds the Income Limits established by HUD and published in the Federal Register, the applicant will be declared ineligible.
3. Informed of Ineligibility: If the applicant has failed to meet any outstanding requirements for eligibility and is determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten calendar days from the date stated on the notification letter to request an informal meeting. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal meeting must be submitted in writing. However, the request must be received by the PHA within the time frame established by the PHA for the meeting.
4. Single Person: Under Section 24 CFR 5.405, the PHA is permitted to determine as eligible, single persons living alone or intending to live alone who do not meet any of the definitions of a family (Ref CFR 5.403). Single persons are only eligible for a one-bedroom voucher.
5. Declaration of Citizenship: Section 214 of the Housing and Community Development Act of 1980 prohibits HAs from making financial assistance available to a person other than United States citizens, nationals, or certain categories of eligible noncitizens in HUD's assisted housing programs. This law is referred to as the "Noncitizens Rule" and is effective June 19, 1995.
6. Adding a Person to the Program: Once an applicant becomes a participant in the PHA's tenant-based program, the head of household must request permission to add another person to the program. The person being added must meet all eligibility requirements before the PHA will approve any addition to the tenant-based program.

7. Special College Student Eligibility Rules

For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, “financial assistance” does not include loan proceeds for the purpose of determining income.”

No assistance shall be provided under section 8 of the 1937 Act to any individual who:

- a. Is enrolled as a student at an institution of higher education, as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002);
- b. Is under 24 years of age;
- c. Is not a veteran of the United States military;
- d. Is unmarried;
- e. Does not have a dependent child; and
- f. Is not otherwise individually eligible, or has parents who, individually or jointly, are not eligible on the basis of income to receive assistance under Section 8 of the 1937 Act.

The above restrictions does not apply to a person with disabilities as such term is defined in section 3 (b) (3) (E) of the 1937 ACT and who was receiving Section 8 assistance on November 20, 2005.

## SECTION IX VERIFICATION

The Housing Authority of Henderson will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

**1. Acceptable Methods of Verification:**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by the following five verification methods acceptable to HUD, in order of preference indicated:

**A. Up-front Income Verifications (UIV)**

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals. Current UIV resources include the following:

1. **Enterprise Income Verification (EIV) – HUD's online wage and benefit system that allows PHA's to verify tenant reported income from an independent source in computerized form. ( Social Security, SSI, Pensions, Wages and Unemployment)**
2. State Wage Information Collection Agencies (SWICAs).
3. State systems for the Temporary Assistance for Needy Families (TANF) program.
4. Credit Bureau Information (CBA) credit reports.
5. Internal Revenue Service (IRS) Letter 1722
6. Private sector databases (e.g. The Work Number).

The Housing Authority of Henderson will use additional UIV resources as they become available. This will be done before, during and/or after initial move-in and/or re-examinations of household income as appropriate.

## B. Third-Party Written Verifications

This type of verification includes written documentation, with forms sent directly to and received from a source, not passed through the hands of the family. It may also be a report generated automatically by another government agency, (i.e. Department of Welfare, Veterans Administration, etc.).

Third party written verifications may also be used to supplement Up-front Income Verifications. This will be utilized when there is a discrepancy of \$200.00 a month or more and the participant disputes the UIV result.

Third party verification of SS and SSI benefits shall be obtained by getting a copy of an official Social Security Administration letter of benefits from the person receiving the benefits and verification from HUD's on-line systems.. If the participant/applicant does not have the letter, then a copy can be obtained by calling 1-800-772-1213. If either of these forms of verification are not obtainable, then the file shall be documented as to why third party verification was not used.

The Housing Authority of Henderson will allow 4 weeks for the return of third party written verification prior to continuing on to the next type of verification.

## C. Third-Party Oral Verifications

This type of verification included direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation and the facts obtained.

The Housing Authority of Henderson will allow 5 business days for the return of third party oral verifications prior to continuing on to the next type of verifications.

## D. Review of Documents

When UIV, written and oral third party verifications are not available with the 4 week and 5 business days period allowed in paragraphs B and C above, the Housing Authority will use the information received by the family, provided that documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

#### E. Self-Certification and Self-Declaration

When UIV, written and oral third party verifications are not available with the 4 week and 5 business days period allowed in paragraphs B and C above, and hand-carried verification cannot be obtained, the Housing will accept a notarized statement signed by the head, spouse or co-head, or other adult family members. Such documents will be maintained in the file.

Verifications forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, (i.e. name, date of contact, amount received, etc.).

When any verification method other than Up-Front Income Verification is utilized, the Housing Authority of Henderson will document the reason for the choice of the verification methodology in the applicant/resident's file.

**It is important to note that UIV data will only be used to verify an applicant or resident's eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.**

**No adverse action can be taken against a participant until the Housing Authority of Henderson had independently verified the UIV information and the participant has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Housing Authority of Henderson requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction criminal prosecution, or any other appropriate remedy.**

**Furthermore, the information the Housing Authority of Henderson derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.**

**Once the data has served its purpose, it shall be destroyed by either burning or shredding the data**

2. **Special Verification for Adult Students**

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of anticipated support. The Housing Authority of Henderson shall verify support by using normal third party verification procedures through direct communication with the supporting person (s). If an athletic scholarship is involved, the Housing Authority of Henderson shall determine if any of the scholarship is available for housing costs.

## Types of Verification

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Housing Authority of Henderson will send a request form to the source along with a release form signed by the applicant/resident via first class mail.

Verification Requirements for Individual Items – Value and Income From Assets			
Item to Be Verified	UIV	3 <sup>rd</sup> Party Verification	Hand-carried Verification
<b>General Eligibility Items</b>			
Social Security Number		Letter from Social Security, electronic reports	Social Security card or a third party document stating the Social Security Number
Adult Status of the Head of Household			Valid drivers license, Identification card issued by a Government agency Birth certificate
Citizenship		N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status		INS SAVE confirmation #	INS card
Disability		Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Full time student status (if >18)		Letter from school	For high school and or college students, any document evidencing enrollment
Need for a live-in aide		Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs		Letter from care provider	Bills and receipts
Disability assistance expenses		Letters from suppliers, care givers, etc.	Bills and records of payment

Verification Requirements for Individual Items – Value and Income From Assets

Item to Be Verified	UIV	3 <sup>rd</sup> Party Verification	Hand-carried Verification
Medical Expenses		Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
A card issued by the private prescription drug plan with the words Medicare Rx on it.		Letters from providers, prescription records from pharmacy.	

**General Eligibility Items (Continued)**

Child Support Payments and or Spousal Support		Court Order, letter from County Attorney, and other legal documents	Letter from recipient, money order receipts, canceled checks
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**Note:** If applicant is receiving child support, then applicant can make arrangements to have the child support paid through the court system either through the circuit clerk's office, Department of Human Resources, or through a court referee.

**Value of and Income from Assets**

Savings, checking accounts		Letter from institution	Passbook, most current statements
CDs, bonds, etc		Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks		Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property		Letter from tax office,	Property tax statement (for

Verification Requirements for Individual Items – Value and Income From Assets

<b>Item to Be Verified</b>	<b>UIV</b>	<b>3<sup>rd</sup> Party Verification</b>	<b>Hand-carried Verification</b>
		assessment, etc.	current value), assessment, records or income and expenses, tax return
Cash value of whole life insurance policies		Letter from insurance company	Current statement
Personal property		Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Assets disposed of for less than fair market value		N/A	Original receipt and receipt at disposition, other evidence of worth

Verification Requirements for Individual Items – Value and Income From Assets

Item to Be Verified	UIV	3 <sup>rd</sup> Party Verification	Hand-carried Verification
<b>Income</b>			
Earned income	EIV	Letter from employer	Multiple pay stubs
Self-employed	EIV	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions		Letter from source, letter from organization receiving gift (e.g., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support		Court order, letter from sources, letter from Human Services	Record of deposits, divorce degree
Periodic Payments (e.g., social security, welfare, pensions, workers compensation, unemployment)	EIV	Letter from Social Security as verified by HUD computer systems	Award letter, letter announcing change in amount of future payments.
Training program participation		Letter from program provider Indicating -whether enrolled or completed -whether training is HUD funded -whether Federal, State, local government, or local program -whether it is employment training -whether program has supportive services -Whether payments are for out-of-pocket expenses incurred in order to participate in a program -date of first job after program completion	Evidence of beginning employment

## **1. Verification of Citizenship or Eligible Non-citizen Status**

The citizenship/eligible non-citizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible non-citizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will be required also to show proof of age.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The PHA will make a copy of the individual's INS documentation and place the copy in the file.

The PHA will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the PHA will mail information to the INS in order that a manual check can be made of INS records. Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the head of the household must sign the list.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated. Any family member who does not choose to declare his/her status must be listed on the statement of non-eligible members. If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the PHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 assisted unit, the family will be evicted. Such family will not be eligible to be readmitted to Section 8 program for a period of 24 months from the date of eviction or termination.

## **2. Verification of Social Security Numbers**

Prior to admission, each family member who has a Social Security number and who is at least 3 months of age must provide verification of his or her Social Security number. New family members at least 3 months of age must provide this verification prior to being added to the lease.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the PHA will accept letters from the Social Security Agency that establishes and states the number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a resident family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to ten (10) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

## **3. Timing of Verification**

Household composition will be verified annually and at interim reexaminations. Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the PHA will verify and update all information related to family circumstances and level of assistance. (Or, the PHA will only verify and update those elements reported to have changed.)

## **4. Frequency of Obtaining Verification**

For each family member, citizenship/eligible non-citizen status will be verified only once unless the family member is an eligible immigrant in a transitional state of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of his/her status will be obtained at the next regular reexamination. Prior to a new member joining the family, his/her citizenship/eligible non-citizen status will be verified.

For each family member age 3 months and above, verification of the Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination.

## SECTION X.

## GROUND S FOR DENIAL OR TERMINATION OF ASSISTANCE FOR APPLICANT/PARTICIPANT

### 1.

**Denied Admission/Terminate Rental Assistance:** The PHA may deny an applicant admission to participate in the Section 8 Program. Denial of assistance for an applicant may include any or all of the following: denying listing on the PHA waiting list, denying or withdrawing a voucher, refusing to enter into a HAP contract or approve a lease, and refusing to process or provide assistance under portability procedures. (Ref: 24 CFR 982.552 and 982.553)

Termination of assistance for a Section 8 participant may include any or all of the following: refusing to enter into a HAP contract or approve a lease, terminating housing assistance payments under an outstanding HAP contract, and refusing to process or provide assistance under portability procedures.

With respect to a current participant or applicant the PHA may refuse assistance to the applicant/participant for the following:

A. Owes rent, Community Service Hours, other amounts, or judgments to any PHA or any other federally subsidized housing program, the applicant will be declared ineligible. At the PHA'S discretion, the applicant may be declared eligible upon fulfilling the Community Service Requirement, payment of the debt, with the date and time of application being the time of payment or community service cure and meeting other criteria.

B.

Note: Applicants who owe a PHA or any other federally subsidized program funds or community service hours will not be processed for receiving assistance. If the applicant owes money or community service hours as a prior participant, the applicant will not be accepted nor placed on the waiting list, until payment or cure of community service hours is made in full. Re-paying funds or fulfilling hours that are due, does not necessarily qualify an applicant for housing assistance. Such payments will be considered along with other factors in the application process. However, the Housing Authority of Henderson reserves the right to enter into repayment agreements with applicants for any past due balances owed to the PHA. Such repayment agreements must be executed prior to processing the application for housing assistance.

As a previous participant in the Section 8 Program or as a participant in the Public Housing Program, the applicant has not reimbursed the PHA or another PHA for any amounts paid to an owner under a housing assistance contract for rent or other amounts owed by the Family under its lease and for a vacated unit.

- C. Has violated any obligation of the Family on the Housing Choice Voucher.
- D. Engage in drug-related criminal activity or violent criminal activity, including criminal activity by the Family member. (Reference 24 CFR 982.553(a)(1)(2).
- E. Breaches a repayment agreement to the PHA and/or owner.
- F. Committed acts, which would constitute fraud in connection with or has been evicted from any federally assisted housing program.
- G. Missing appointments and failing to provide information required within the time frame specified (the applicable dates are contained in the letters from the PHA to the applicant) during the application process.
- H. The PHA shall deny the admission of a Family, if the applicant/participant, or any member of the applicant's/participant's family does not sign and submit consent forms that are provided by the PHA for the purpose of verifying employment and income information.
- I. The applicant family must have properly completed all application requirements, including verifications. 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 assistance will be terminated for such misrepresentation.
- J. The applicant and all adults must sign a release allowing the PHA to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the PHA uses the information to deny or terminate assistance the PHA must provide a copy of the report.
- K. If the applicant is a former Public Housing or Section 8 participant who vacated the unit in violation of program requirements, or is in breach of the Housing Quality Standards, including having damages beyond normal wear and tear, unsafe or unsanitary housekeeping or disconnection of tenant supplied utilities for non payment, the applicant may be declared ineligible, and with respect to the Section 8 participant, tenancy may be terminated.

- L. If the PHA determines that a person is currently using an illegal controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, the PHA will deny admission or may terminate assistance under the Housing Choice Voucher. The PHA may waive this requirement if:
- (1) The person demonstrates to the PHA'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.
- M. If the PHA determines that any household member is currently engaging in drug-related criminal activity, violent criminal activity or other criminal activity, that may threaten the health, safety or right to peaceful enjoyment of premises by other residents, persons residing in the immediate vicinity, property management staff or persons performing a contract administration function or responsibility on behalf of the PHA (including PHA employees).
- N. If an applicant/participant has an active bench warrant for a crime, is fleeing to avoid prosecution, custody or confinement after conviction for a crime.
- O. If the applicant/participant has engaged in or threatened abusive or violent behavior toward PHA personnel.
- P. If the participant is not using the assisted unit as the family's only residence.
- Q. Has an arrest record that indicates that the applicant/participant has been found guilty of engaging in illegal use or possession for personal use, of a controlled substance including involvement with drug paraphernalia or repeated violent criminal activity.
- R. Has an arrest record that indicated that the applicant/participant has been found guilty of trafficking, manufacturing or cultivation of drugs.
- S. Has been convicted of drug-related criminal activity for manufacturing or production of methamphetamine on the premises of federally assisted housing.
- T. Applicant/participant will be denied admission/participation during the mandatory time frame registration under a State Sex Offender Program.
- U. Vacated a unit in violation of program requirements if the applicant was a former Public Housing or Section 8 Participant. Violations include breach of HQS, breaking lease, eviction and vacating unit with damages beyond normal wear and tear.

V. Domestic Violence (Violence Against Women Act) see Section X.1.

W. Over Income according to CFR 982.455 (automatic termination) has never been interpreted to mean that a zero HAP family is entitled to Section 8 assistance at any time after the HAP contract terminated 180 days after the last payment to the owner. If a family receives no subsidy for six months, their HAP contract terminates automatically, as does their assistance in the program. There is no informal hearing in this instance.

2. Live-In Aides: In accordance with 24CFR Section 982.316, the PHA must approve the person identified as a live-in aide (see Section 23.0 Glossary of Terms for definition of a live-in aide). The PHA may disapprove such a person if he/she has:
  - A. Committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
  - B. Committed drug-related criminal activity, violent criminal activity or has a current registration under a State sex offender registration program.
  - C. Currently owes a PHA or other federally subsidized program funds or community service hours.
  
3. Notification of Denial: If an applicant/participant is denied admission or terminated from the program, the PHA will notify the household, in writing, of its determination and provide the applicant/participant with a copy of the criminal record if applicable. The PHA will inform the applicant/participant that he/she have an opportunity to request an informal review on such determination. The denial letter will allow the applicant/participant (10) ten calendar days to request an informal review (in writing) with the PHA. A PHA representative will hear the appeal and issue a decision within (10) ten calendar days of the review.

**NOTE: The PHA's decision is subject to consideration of reasonable accommodation if family includes a person with disabilities and is consistent with fair housing and equal opportunity.**

4. Time Frames for Denial: Applicants/Participants will be denied admission to the Section 8 Programs for the following time frames:
  - A. Denied admission for (2) two years for violations involving:
    - (1) Having an arrest record that indicates that the applicant/participant has been found guilty of engaging in illegal use, or possession for personal use, of a controlled substance including involvement with drug paraphernalia (subject to Section X, L(1) above) or repeated violent criminal activity;
    - (2) Breaking the lease if prior Section 8 participant;
    - (3) Leaving the Section 8 Program with damage beyond normal wear and tear;  
or
    - (4) Being evicted if prior Section 8 participant or Public Housing resident.
    - (5) Being terminated from Section 8 for Tenant caused HQS violations

- (6) Being terminated from Section 8 for missed appointments and failing to provide verification concerning eligibility.
- B. Denied admission for (3) three years for the following:
- (1) Fraud (giving false information on the application or re-certification forms is considered fraud);
  - (2) Applicant/participant has committed fraud against any Federal or State assisted programs; or
  - (3) Evicted or terminated from the federally assisted housing for drug-related or violent criminal activity.
  - (4) Being evicted or terminated from federally assisted housing for failing to use the assisted unit as the family's sole residence.

Persons evicted or terminated from Public Housing, Indian Housing, Section 8, or Section 23 programs because of drug-related criminal activity or violent criminal activity are ineligible for admission to assisted housing for a three year period beginning on the date of such eviction or termination.

The PHA can waive this requirement if: the person demonstrates to the PHA's satisfaction successful completion of a rehabilitation program approved by the PHA, or the circumstances leading to the eviction no longer exist.

- C. Denied admission for (10) ten years for a Drug Trafficking, Manufacturing, or Cultivation conviction.

**As noted above these time frames are only guideline and the PHA may admit persons who exhibit evidence of rehabilitation earlier as indicated in paragraph 3.**

- D. Denied admission permanently (lifetime ban) for the following:
- (1) If any household member is convicted for manufacture or production of methamphetamine on the premises of federally assisted housing.
  - (2) If any applicant/participant has a current registration under a State sex offender registration program. (24 CFR 960.203, 24CFR 960.204 and 24 CFR 982.553)

Registered sex offenders shall not reside in or use for any purpose federally assisted housing and other facilities assisted, managed or owned by the Housing Authority of Henderson and shall not participate in the activities or programs of the Authority. Participants of the Housing Authority of Henderson assisted housing programs shall not invite or otherwise permit a known sex offender to use the property or to participate in the functions of the Housing Authority of Henderson.

Termination of assistance may result if any household is found to be in violation of this section.

**All decisions to deny or terminate assistance will be based on credible evidence. Examples include evidence provided by law enforcement officials and the court system, such as drug raids, drugs found in the dwelling unit, evidence which is tied to the activity. Arrest warrant(s) issued, and any other credible evidence including testimony from neighbors.**

## **SECTION X.1 VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

### **I. Purpose and Applicability**

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth PHA’s policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the Housing Authority of Henderson of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

### **II. Goals and Objectives**

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by PHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between PHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by HA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by PHA.

### III. Other PHA Policies and Procedures

This Policy shall be referenced in and attached to PHA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of PHA's Admissions and Continued Occupancy Policy and Section Administrative Policy.

To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of PHA, the provisions of this Policy shall prevail.

### IV. Definitions

As used in this Policy:

**A. Domestic Violence** – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

**B. Dating Violence** – means violence committed by a person—

- (1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - (a) The length of the relationship.
  - (b) The type of relationship.
  - (c) The frequency of interaction between the persons involved in the relationship.

**C. Stalking** – means –

- (1) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (2) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
  - (a) that person;
  - (b) a member of the immediate family of that person; or
  - (c) the spouse or intimate partner of that person;

**D. Immediate Family Member** - means, with respect to a person –

- (1) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (2) any other person living in the household of that person and related to that person by blood or marriage.

F. **Perpetrator** – means person who commits an act of domestic violence, dating violence or stalking against a victim.

## V. Admissions and Screening

**Non-Denial of Assistance.** PHA will not deny admission to Public Housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

## VI. Termination of Tenancy or Assistance

**A. VAWA Protections.** Under VAWA, Public Housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by PHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by PHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
  - (a) Nothing contained in this paragraph shall limit any otherwise available authority of PHA or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither PHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
  - (b) Nothing contained in this paragraph shall be construed to limit the authority of PHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or PHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.
  - (c) The PHA may evict if the perpetrator, after being barred from said property, returns and cohabitates with the victim regardless of whether or not there are future acts of acts of domestic violence.

C. **Removal of Perpetrator.** Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, PHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by PHA. Leases used for all public housing operated by PHA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by PHA, shall contain provisions setting forth the substance of this paragraph.

## VII. Verification of Domestic Violence, Dating Violence or Stalking

A. **Requirement for Verification.** The law allows, but does not require, PHA or a Section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., PHA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by PHA. Section 8 owners or managers receiving rental assistance administered by PHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. **HUD-approved form** - by providing to PHA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator. (Exhibit C – Admin or Appendix II - ACOP)
- (3) **Other documentation** - by providing to PHA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or

the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

(3) **Police or court record** – by providing to PHA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

**B. Time allowed to provide verification/ failure to provide.** An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by PHA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

**C. Waiver of verification requirement.** The Executive Director of PHA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

## VIII. Confidentiality

**A. Right of confidentiality.** All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to PHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

- (1) requested or consented to by the individual in writing, or
- (2) required for use in a Public Housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
- (3) otherwise required by applicable law.

**B. Notification of rights.** All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by PHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

## **IX. Transfer to New Residence**

**No right to transfer.** PHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph XI below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of PHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

## **XI. Relationships with Service Providers**

It is the policy of PHA to cooperate with organizations and entities, both private and governmental that provides shelter and/or services to victims of domestic violence. If PHA staff become aware that an individual assisted by PHA is a victim of domestic violence, dating violence or stalking, PHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring PHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case.

## **XII. Notification**

PHA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

## **XIII. Relationship with Other Applicable Laws**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

## **XIV. Amendment**

PHA may amend this policy from time to time as approved by the PHA Board of Commissioners.

**SECTION XI. APPLICANT DENIED ASSISTANCE AND PROVIDED OPPORTUNITY FOR INFORMAL REVIEW OR PARTICIPANT ASSISTANCE IS TERMINATED AND PROVIDED OPPORTUNITY FOR INFORMAL REVIEW AND GRIEVANCE PROCEDURES**

**1. PROCEDURES PRIOR TO A HEARING - INFORMAL REVIEW**

A. Informal Review Procedures for all applicants

If an applicant is denied admission, the Housing Authority of Henderson will notify the applicant, in writing, of its determination and inform the applicant that he/she has an opportunity for an informal review on such determination. The denial letter will allow the applicant ten (10) calendar days to request, in writing, an informal review. A representative of this PHA will hear the informal review and issue a decision including a brief statement of the reason for the final decision within ten (10) calendar days of the meeting.

B. Informal Review Procedures for Residents

**If a resident is terminated from the program, the Housing Authority of Henderson will notify the applicant, in writing, of its determination and inform the resident that he/she has an opportunity for an informal hearing on such determination. The termination letter will allow the resident ten (10) calendar days to request, in writing, an informal review.**

The informal review will be conducted by a person designated by the Housing Authority of Henderson, other than a person who made or approved the decision under review.

The resident will be given an opportunity to present written or oral objection at the hearing.

A representative of the Housing Authority of Henderson will issue a decision including a brief statement of the reason for the decision within ten (10) calendar days of the meeting and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the resident(s), dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under these procedures may be obtained if the resident is not satisfied.

C. Informal Review – Non -citizen

The resident family may request that the Housing Authority of Henderson provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The resident family must make this request within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

For the resident families, the Informal Hearing Process above will be utilized with the exception that the resident family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

**2. PROCEDURES TO OBTAIN A HEARING/Request for A FORMAL hearing**

The resident shall submit a written request for a hearing to the Housing Authority office within Ten (10) calendar days from the date of the mailing of the summary of the discussion pursuant to section 5. The written request shall specify:

- The reasons for the grievance; and
- The action or relief sought.

A. Selection of a Hearing Officer

All grievance hearings shall be conducted by an impartial person or persons appointed by the Housing Authority of Henderson in the manner described below:

The Housing Authority of Henderson shall nominate a slate of impartial persons from the tri-state area to sit as permanent hearing officers or hearing panel members. No persons shall be listed on the slate of members unless such person has consented to serve as a hearing officer or on a hearing panel, feels capable of impartiality, agrees to serve without compensation, and has sufficient time to serve.

On final appointment, the person appointed and resident organizations shall be informed in writing of the appointments. A list of all qualified hearing officers will be kept at the administrative office of the Housing Authority of Henderson and be made available for public inspection.

The following provisions shall govern the designation of hearing officers or panel members for grievance hearings:

- (1) All hearings will be held before a single hearing officer, unless the Housing Authority of Henderson determines that a hearing panel should hear the grievance.
- (2) Appointments to serve as a hearing officer or panelist with respect to a particular grievance shall be made by the Housing Authority of Henderson in random order, subject to availability of the hearing officer or panelist to serve in each such case. The Housing Authority of Henderson may employ any reasonable system for random order choice.
- (3) No member of the Housing Authority of Henderson's Board of Commissioners or staff may be appointed as a hearing officer or panelist in connection with a formal grievance.
- (4) No person shall accept an appointment, or retain an appointment, once selected as a hearing officer or hearing panelist, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers or panelist must disqualify themselves from hearing grievances that involve friends, relatives, or persons with whom they have any business relationship and from hearing grievances in which they have some personal interest. Further, candidates and appointees are expected to disqualify themselves if the circumstances are such that partiality might be reasonably perceived. If a Complainant fails at the beginning of the hearing to object to the designation of the hearing officer or panelist on grounds of partiality, such objection shall be deemed waived. In the event that a hearing officer or panelist fails to disqualify himself/herself as required in this grievance procedure, the Housing Authority of Henderson will remove the hearing officer or panelist from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have but did not disqualify himself/herself, and schedule a new hearing with a new hearing officer or panel.

B. Failure to request a hearing

If the resident does not request a hearing in accordance with this section, then the Housing Authority of Henderson's disposition of the grievance under section 6.5 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Housing Authority of Henderson's action in disposing of the complaint in an appropriate judicial proceeding.

C. Hearing prerequisite

All grievances shall be promptly presented in person and in writing, pursuant to the informal procedure prescribed in section 1 above as a condition precedent to a

hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 1 above to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

D. Account Deposit

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Housing Authority of Henderson claims is due, the resident shall pay to the Housing Authority of Henderson an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an account held by the Housing Authority of Henderson until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the account shall not be considered as acceptance of money for rent nor shall it be considered a waiver of a claim for rent during the period in which the grievance is pending. In extenuating circumstances, the Housing Authority of Henderson may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure.

However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Housing Authority of Henderson's disposition of his grievance in any appropriate judicial proceeding.

E. Scheduling of hearings

Upon the resident's compliance with this section, the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Housing Authority of Henderson. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

### **3. PROCEDURES GOVERNING THE HEARING**

The hearing shall be held before a hearing officer or hearing panel as appropriate. The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Housing Authority of Henderson does not make the document available for examination upon request by the resident, the Housing Authority of Henderson may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;

- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Housing Authority of Henderson or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Housing Authority of Henderson and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Housing Authority of Henderson shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

#### **4. DECISION OF THE HEARING OFFICER**

The Hearing Officer shall prepare a written decision, together with the reasons therefore, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the complainant and the Housing Authority of Henderson. The Authority shall retain a copy of the decision in the complainant's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Housing Authority of Henderson and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Housing Authority of Henderson which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority of Henderson's Board of Commissioners

determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Housing Authority of Henderson action or failure to act in accordance with or involving the complainant's lease or Authority regulations, which adversely affect the complainant's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State Or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development

**A decision by the Hearing Officer, Hearing Panel or Board of Commissioners in favor of the Housing Authority of Henderson or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.**

**HOUSING AUTHORITY OF HENDERSON**

**LIST OF APPROVED HEARING OFFICERS**

**Mrs. Sharon Combs  
Executive Director  
Redbank Towers/Pleasant Pointe Apartments**

**Mrs. Darlene Marshall Ware, MSW  
Department of Community Based Services  
Henderson, KY**

**Mrs. Nancy Shelton  
Executive Director  
Housing Authority of Sturgis  
Sturgis, Ky**

## SECTION XII.

## SECTION 8 APPLICANT SELECTION PROCESS

### 1. Housing Choice Voucher Program Selection and Participation Process:

- A. **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. This PHA shall not deny any family the opportunity of applying for a Housing Voucher.
- B. **Types of Selection:** The PHA may admit an applicant for participation in the program either (1) as a special admission (see definition below) or (2) as a waiting list admission. Also, a Section 8 Participant is responsible for finding an existing housing unit suitable to the holder's needs and desires (Reference 24 CFR 982.353, "Where family can lease a unit with Tenant-Based Assistance").

**Special Admissions:** If HUD awards the PHA program funding that is targeted for families living in specified units:

- (1) The PHA must use the assistance for the families living in these units.
- (2) The PHA may admit a family that is not on the PHA waiting list, or without considering the family's waiting list position. The PHA must maintain records showing that the family was admitted with HUD-targeted assistance.
- (3) For housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990 (41 U.S.C. 4101 et seq.):
- (4) A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
- (5) A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

### 2. Organization of the Waiting List: The PHA waiting list must contain the following information for each applicant listed:

- A. Applicant name;
- B. Family unit size (number of bedrooms for which family qualifies under PHA occupancy guidelines);
- C. Date and time of application;
- D. Preference Points, if applicable
- E. Non-preference applicants, if applicable

3. Order of Selection from the Waiting List: When a Voucher is available, the PHA will select the highest-ranked application. The order of admission from the waiting list **MAY NOT** be based on family size, or on the family unit size for which the family qualifies for under the PHA occupancy guidelines. If the PHA does not have sufficient funds to subsidize the family unit size of the family at the top the waiting list, the PHA **MAY NOT** skip the top family to admit an applicant with a smaller family unit size. Instead, the family at the top of the waiting list will be admitted when sufficient funds are available.

If a preference system is used and there is more than one application with the same preference, the oldest application according to date and time will be selected.

**(SEE EXHIBIT A AT THE END OF THIS DOCUMENT FOR PREFERENCE CHART.)**

Applications will be selected based upon preferences, then date and time. The provisions of the de-concentration rule contained within this policy shall supercede the selection of applicants based on date and time and local preference, if applicable, and allow the authority to skip families on the waiting list to accomplish this goal.

HUD requires that at least 75% of all new admissions fall within the income of the Extremely Low Income Limit (30% of Median Income). While monitoring this income requirement, if this PHA falls below the 75% income targeting, it is possible that an applicant may be skipped over in order for this PHA to reach the requirement.

4. Maintaining the waiting list: The PHA will remove an applicant's name from the waiting list in accordance with 24 CFR 982.206 for the following:
  - A. The PHA will remove names of applicants who do not respond to PHA request for information or updates.
  - B. The PHA will remove the names of applicants who refuse the PHA's offer of tenant-based assistance.

The procedure for removing an applicant's name from the waiting list is that the applicant will be notified by the PHA, in writing, that they have (10) ten calendar days, from the date of the written correspondence, to respond to the PHA's request. The correspondence will also indicate that his/her name will be removed from the waiting list if he/she fails to respond within the timeframe specified. The PHA's system of removing applicants' names from the waiting list will not violate the rights of a disabled person(s). If an applicant's failure to respond to a request from a PHA for information or updates was caused by the applicant's disability, the PHA will provide reasonable accommodations and give the applicant an opportunity to respond. An example of a reasonable accommodation would be to allow an applicant to be reinstated on the waiting list based on the original date and time of their application if the applicant indicates that they did not respond due to a disability. If the disability is not apparent, the PHA may request the applicant to have a doctor submit a written statement indicating that the applicant did not respond due to their disability.

5. Purging the Waiting List: To ensure that the PHA's waiting list reflects the most current applicant information the waiting list will be updated and purged annually, as outlined above.
  
6. Verification of Preference (timing), 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.

### **SECTION XIII. ORIENTATION OF FAMILIES AND ISSUANCE OF HOUSING VOUCHER**

1. Briefing: The purpose of the briefing is to go over the Voucher holders packet in order to fully inform the participant about the program so that he/she will be able to discuss it with potential landlords.
2. Briefing Attendance Requirement: All families (head of household) are required to attend the briefing when they are initially issued a Voucher. No Voucher will be awarded unless the household representative has attended a briefing.

Failure to attend a scheduled briefing (without notice to the PHA) will result in the family's application being placed in the inactive file and the family may be required to reapply for assistance. Applicants who provide prior notice of an inability to attend a briefing will be scheduled for the next briefing.

Failure of an applicant, without good cause, to participate in a scheduled briefing shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review as outlined in Section XI above.

3. Format of the Briefing: When a Family initially receives its Voucher of Family Participation, a full explanation (oral) of the following shall be provided to assist the Family in finding a suitable unit and to apprise the Family of its responsibilities and the responsibilities of the Owner (this may be done either in group or individual sessions depending on the circumstances). Also, families will be given adequate opportunity to raise questions and to discuss the information listed below: (Reference 24 CFR 982.301).
  - A. A description of how the program works;
  - B. Family and Owner Responsibility; and
  - C. Where the family may lease a unit, including renting a dwelling unit inside or outside the PHA jurisdiction.

**Note:** The 2004 Consolidated Appropriations Act Approved by Congress enacted changes in the method all program funding is calculated. Because of this mandate to reduce cost in the Section 8 program, the U.S. Department of Housing and Urban Development (HUD) will fund the Housing Choice Voucher (HCV) program at the August 2003 per unit cost with a small adjustment for inflation.

In light of the budget reductions and after a thorough analysis of program operations, the Housing Authority of Henderson will implement the following changes by December 1, 2004 to reduce program cost.

- The Housing Authority of Henderson is modifying its occupancy standards for issuance of vouchers. Effective 11/01/04 all vouchers to new and mover families will be based on the standard of two occupants per bedroom. This change only affects families who are moving to another unit or new admissions to the program who receive a voucher on or after 11/01/04. This change will not affect current participants until they relocate.
  - The Housing Authority of Henderson shall reserve the right to deny a family permission to move to a higher cost unit within the Housing Authority of Henderson's jurisdiction because of insufficient funding.
  - The Housing Authority of Henderson may deny portability moves to receiving PHA's that have a higher payment standard who refuse to absorb participant. In each of these cases the Housing Authority of Henderson will perform an analysis to determine if they have adequate resources to allow the move. If funds are available, the portability move will be allowed. If adequate funds are not available and the receiving PHA refuses to absorb, the family will be offered the opportunity to lease in place, lease another unit in Henderson or port to a location with payment standards equal to or less than the standards used by the Housing Authority of Henderson.
  - The Housing Authority of Henderson will not approve initial rent or a rent increase on any unit without determining that the rent amount is reasonable. In making a rent reasonableness determination, the Housing Authority will compare rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.
- D. If the family is currently living in a high poverty census tract in the PHA jurisdiction, the briefing must also explain the advantages of moving to an area that does not have a high concentration of poor families.
- E. When issuing a Voucher the PHA shall give the Family a Section 8 Participant's Packet, which includes: (Reference 24 CFR 982.301).

- (1) A Voucher which is valid for a period of 60 days from the date of issuance. Prior to expiration, the family may contact the PHA to inquire about assistance the PHA can provide the family in locating suitable housing. The family must submit a Request for Tenancy Approval within the 60 day period unless an extension has been granted by the PHA. Once the family has submitted a Request for Tenancy Approval the voucher period shall be suspended on the term of the voucher (See Section IV 94 Suspension). If the unit is not approved for any reason, the remaining days will be reinstated to the initial term of the voucher. If the initial term is not adequate for finding a unit to lease, the family may request an extension of the initial term as described below.
- (2) Requests for extensions. A family may request an extension of the time period. All requests for extensions should be received prior to the expiration date of the Voucher. Extensions are permissible at the discretion of the PHA primarily for the following reasons:
  - (a) Extenuating circumstances such as hospitalization, disabilities, or a family emergency for an extended period of time which has affected the family's ability to find a unit within the initial 60 day time period. The PHA representative will verify the extenuating circumstances prior to granting an extension.
  - (b) The family has evidence that it has made a consistent effort to locate a unit and request support services from the PHA throughout the initial 60 day period with regard to its inability to locate a unit.
  - (c) The family has turned in a Request for Tenancy Approval prior to the expiration of the 60 day time period, but the unit has not passed HQS.
  - (d) Time Period for extensions: The Section 8 Director may grant extensions not to exceed a total of 60 days. The initial term plus any extensions **MAY NOT** exceed 120 calendar days from the beginning of the initial term.
- (3) How the PHA determines the housing assistance payment for a family.
- (4) How the PHA determines the maximum rent for an assisted unit;
- (5) What the family should consider in deciding whether to lease a unit, including:
  - (a) The condition of the unit;
  - (b) Whether the rent is reasonable;
  - (c) The cost of any tenant-paid utilities and whether the unit is energy-efficient; and

- (d) The location of the unit, including proximity to public transportation (if applicable), centers of employment, schools and shopping.
- (6) Where the family may lease a unit. For a family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information packet must include an explanation of how portability works;
- (7) The HUD-required “Tenancy addendum” (The Tenancy addendum is the language that must be included in the lease).
- (8) The form of Request for Tenancy Approval, and an explanation of how to request PHA approval to lease a unit;
- (9) A statement of the PHA policy on providing information about a family to prospective owners (See Section XV. 3 below);
- (10) The PHA subsidy standards, including when the PHA will consider granting exceptions to the standards;
- (11) The HUD brochure on how to select a unit;
- (12) The HUD lead-based paint (LBP) brochure;
- (13) Information on federal, state and local equal opportunity laws, and a copy of the housing discrimination complaint form;
- (14) A list of landlords or other parties known to the PHA who may be willing to lease a unit to the family, or help the family find a unit;
- (15) Notice that if the family includes a disabled person, the family may request a current listing of accessible units known to the PHA that may be available;
- (16) Family obligations under the program;
- (17) The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act; and
- (18) The informal hearing procedures. This information must describe when the PHA is required to give a participant family the opportunity for an informal hearing, and how to request a hearing.

4. Approval of Lease and Execution of related Documents: Reference: 24 CFR 982.302 and 982.305.

When a family finds a unit, and the owner is willing to lease the unit under the program, the family may request the PHA to approve the lease and unit.

**Note: Property Owners cannot participate in the program if they are disapproved by the PHA as outlined in Section XIV below.**

- A. If the PHA determines that a unit which an Eligible Family wishes to lease meets HQS and the proposed Lease is approvable, the PHA shall notify the Owner and the Family of its determination of Lease approval. The PHA will furnish a copy of the Contract to the Owner.
- B. After receiving notification from the PHA, the Owner and PHA representative shall schedule a meeting and execute and sign the Contract. After the contract is executed, the Owner and Family shall execute and sign the Lease and provide a copy to the PHA.
- C. The PHA shall retain the following in its files:
- (1) The Request for Tenancy Approval;
  - (2) The approved Lease;
  - (3) Inspection report;
  - (4) PHA certification that the current rent being charged is reasonable in relation to rents being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management and maintenance service of such unit. This certification will be maintained for three years to comply with HUD regulations and HUD inspections; and,
  - (5) Executed Contract.

## **SECTION XIV. COOPERATING WITH LAW ENFORCEMENT AGENCIES**

The Housing Authority of Henderson will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons or parole or probation violations. The Housing Authority of Henderson will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A.** The law enforcement agency shall notify the Housing Authority of Henderson that the fugitive felon or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which in the case of the State of Kentucky, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B.** The location or apprehension of the recipient is with the Housing Authority of Henderson's official duties; and,
- C.** The request is made in the proper exercise of the law enforcement agency's official duties.

## **SECTION XV.**

## **PHA DISAPPROVAL OF OWNER**

1. Owner Debarred: The PHA must not approve a unit if the PHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR 982.306. Also, when directed by HUD, the PHA must not approve a unit if:
  - A. 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 the action is pending; or
  - B. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.
  
2. PHA Administrative Discretion: The PHA will deny approval to lease a unit from an owner for any one of the following:
  - A. Owner has violated obligations under a HAP contract.
  - B. Owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
  - C. The owner has engaged in any drug-related criminal activity or any violent criminal activity.
  - D. 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;
  - E. The owner has a history or practice of renting units that fail to meet State or local housing codes; or
  - F. The owner has not paid State or local real estate taxes, fines or assessments.
  - G. The owner threatens the health or safety of residents, employees of the PHA, or employees or other persons engaged in management of the housing.

- H. The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the applicant's family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.

**NOTE: For purposes of this plan, "owner" includes a principal or other interested party.**

**NOTE: This Authority will disbar an owner from the Program for a period of three (3) years if the owner commits fraud against the Program. This Authority will disbar an owner from the Program for a period of ten (10) years if the owner has been found guilty of engaging in drug trafficking. A second offense for either violation will result in permanent disbarment from the Program.**

## **SECTION XVI. OWNER RESPONSIBILITY FOR SCREENING TENANTS**

1. Suitability for Tenancy: The PHA must inform the owner that the PHA has not screened the family's behavior or suitability for tenancy and that such screening is the owner's own responsibility.
2. Family's Background: An owner may consider a family's background with respect to such factors as:
  - A. Payment of rent and utility bills.
  - B. Caring for a unit and premises.
  - C. Respecting the rights of others to the peaceful enjoyment of their housing.
  - D. Drug-related criminal activity or other criminal activity that is a threat to the life, safety or property of others and compliance with other essential conditions of tenancy.
3. Information Provided Owner Concerning Tenancy: The PHA must give the owner the family's current address (as shown in the PHA records) and the name and address of the landlord at the family's current and prior addresses, if known to the PHA. When a family wants to lease a dwelling unit, the PHA will provide information to an owner for all participants when the PHA possesses the following:
  - A. The tenancy history of family members, or
  - B. Drug-trafficking by family members.

**SECTION XVII. WHERE A FAMILY CAN LEASE A UNIT WITH TENANT-BASED ASSISTANCE AND PORTABILITY PROCEDURES**

1. Assistance in the initial PHAs jurisdiction: The family may receive tenant-based assistance to lease a unit located anywhere in the jurisdiction of the initial PHA.
2. Portability - Assistance outside the initial PHA jurisdiction: Families living in the jurisdiction of the initial PHA may receive tenant-based assistance to lease a unit outside the initial PHA jurisdiction:
  - A. In the same State as the initial PHA;
  - B. In the same metropolitan statistical area (MSA) as the initial PHA, but in a different State;
  - C. In an MSA that is adjacent to the same MSA as the initial PHA, but in a different State; or,
  - D. In the jurisdiction of a PHA anywhere in the United States that is administering a tenant-based program.
  - E. The Housing Authority of Henderson may deny portability moves to receiving PHA's that have a higher payment standard and refuses to absorb the participant.

**Note: If neither the household head or spouse of an assisted family already had a “domicile” (legal residence) in the jurisdiction of the initial PHA at the time when the family first submitted an application for participation in the program to the initial PHA, the family, during the 12 month period from the time when the family is admitted to the program, does not have any right to lease a unit outside the initial PHA. If both the initial PHA and the receiving PHA agree, the family may lease a unit outside the PHA jurisdiction under portability procedures (24 CFR 982.353 (c)).**

**The PHA prohibits more than one move by the family during any one-year period. This policy applies to moves within the PHA jurisdiction by a participant family, and to moves by a participant family outside the PHA jurisdiction (24 CFR 982.314).**

**For income targeting purposes, the family will count towards the initial PHA's utilization unless the receiving PHA absorbs the family. If absorbed, the admission will count towards the receiving PHA's utilization.**

3. Income Eligibility:

- A. For admission to the program, a family must be income eligible in the area where the family initially leased a unit with assistance under the program.
- B. A portable family transferring must be income eligible in the area where the family leases an assisted unit.
- C. If a portable family was already a participant in the initial PHA voucher program, income eligibility is not re-determined.

4. Leasing in place:

If the dwelling unit is approvable, a family may select the dwelling unit occupied by the family before selection for participation in the program.

5. Portability - Administration by the initial PHA:

- A. The PHA will brief the family on the process that must take place to exercise portability. The family will be required to attend applicant or mover's briefing.
- B. The PHA will determine whether the family is income eligible in the area where the family wants to lease a unit if the family is not already a program participant.
- C. The PHA will advise the family how to contact and request assistance from the receiving PHA by giving them the name and telephone number of the person responsible for working with incoming portability families and any procedures related to getting an appointment for the issuance of a voucher.
- D. The PHA will, within ten (10) calendar days, notify the receiving PHA to expect the family via telephone, fax or e-mail.
- E. The PHA will immediately mail or fax the receiving PHA a completed Part I of HUD Form 52665, the most recent HUD form 50058 (Family Report) for the family, and related verification information. If the family is an applicant and not a participant, the PHA will provide the receiving PHA with the family information and income information in a format similar to that utilized by the 50058.

**Note:** The 2004 Consolidated Appropriations Act Approved by Congress enacted changes in the method all program funding is calculated. Because of this mandate to reduce cost in the Section 8 program, the U.S. Department of Housing and Urban Development (HUD) will fund the Housing Choice Voucher (HCV) program at the August 2003 per unit cost with a small adjustment for inflation.

In light of the budget reductions and after a thorough analysis of program operations, the Housing Authority of Henderson will implement the following changes by December 1, 2004 to reduce program cost.

The Housing Authority of Henderson may deny portability moves to receiving PHA's that have a higher payment standard who refuse to absorb participant. In each of these cases the Housing Authority of Henderson will perform an analysis to determine if they have adequate resources to allow the move. If funds are available, the portability move will be allowed. If adequate funds are not available and the receiving PHA refuses to absorb, the family will be offered the opportunity to lease in place, lease another unit in Henderson, or port to a location with payment standards equal to or less than the standards used by the Housing Authority of Henderson.

6. Portability - Administration by receiving PHA:

- A. When a family moves under portability to an area outside the initial PHA jurisdiction, another PHA (the receiving PHA) must administer assistance for the family if a PHA with a tenant-based program has jurisdiction in the area where the unit is located. When this situation exists, the PHA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher.

7. Portability – On-going Responsibilities as a receiving PHA:

- A. Send the initial PHA and updated HUD Form 50058 at each annual re-certification so the initial PHA can reconcile it with its records.
- B. Send the initial PHA a copy of any new HUD forms 52665 and 50058 to report any change in the billing amount within ten (10) working days following the effective date of the termination of the billing statement.
- C. If the Housing Authority of Henderson decides to absorb a family it had previously been billing for, it shall notify the initial PHA within ten (10) working days following the effective date of the termination of the billing arrangement.

- D. If the family decides it wants to move to yet another jurisdiction, the initial PHA shall be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new receiving PHA.
8. Absorption by the receiving PHA: If funding is available under the consolidated ACC for the receiving PHA, when a voucher is received, the receiving PHA may absorb the family into the receiving PHA voucher program. The decision to absorb or not will be made on a case-by-case basis and will solely be the decision of the Housing Authority of Henderson. If absorbed, the family is assisted with funds available under the consolidated ACC for the Housing Authority of Henderson.
9. Portability Billing: To cover assistance for a portable family, the receiving PHA may bill the initial PHA for housing assistance payment and administrative fees as long as all HUD required deadlines have been compiled with. The billing procedure will be as follows:
1. As the initial PHA, the Housing Authority of Henderson will within thirty (30) calendar days of receipt of the completed Part II of the HUD form 52665 reimburse the receiving PHA for the full amount of the housing assistance payments made by the receiving PHA for the portable family in a form and manner the receiving PHA is able and willing to accept. Payments made after the first payment shall be sent in time for the receiving PHA to receive the payment no later than the fifth working day of the month. The amount the housing assistance payment for a portable family in the receiving PHA's program is determined in the same manner as for other families in the receiving PHA's program.
  2. The initial PHA will promptly reimburse the receiving PHA for 80% of the initial PHA's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the receiving PHA.
10. When a Portable Family Moves: When a portable family moves out of the tenant-based program of a receiving PHA that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the receiving PHA, and the first receiving PHA is no longer required to provide assistance for the family.

## **SECTION XVIII. ABSENCE FROM THE ASSISTED UNIT**

Absence means that no member of the family is residing in the assisted unit. Families participating in the program may be absent for a period of 14 days without notifying this PHA. If the family anticipates being absent for more than 14 days, the head of household must notify in writing this PHA and the Owner prior to leaving the assisted unit. Documentation of this notification will be noted in the Participant's file.

The PHA may approve absences of more than 14 days for vacation, hospitalization, incarceration, or other good cause. The PHA will not approve any request for absence for a period of more than 180 consecutive days in any circumstance or for any reason. Even in an approved absence, the Participant is still responsible for his/her portion of rent if any, and all utilities must remain on at all times or termination of assistance will result.

Verification of incarceration of the head of household will be required and must not exceed 60 days. However, the PHA, with the permission of the Owner, may approve the addition of another adult to the household to care for the children. The new adult will be responsible for the household until the return of the head of household.

Verification of hospitalization or absence due to illness will be required after absence of 30 days and again at the end of each 30-day period. The continued absence must be approved by the PHA.

## **SECTION XIX. CONTINUED ASSISTANCE AFTER FAMILY BREAK-UP**

The PHA shall determine which family members will continue to receive assistance after a family break-up. The head of household, spouse or any adult member of the household must notify the PHA that there has been a family break-up and continued assistance is being requested. The assisted family member making the request must submit the request in writing to the PHA and request a determination. The request must be made within ten (10) calendar days of the break-up. The PHA will consider the following factors in making this determination:

1. Assisted Unit: Whether the assistance should remain with family members remaining in the original assisted unit.
2. Interest of Family Members: The interest of minor children or of ill, elderly or disabled family members.
3. Physical Violence: Whether family members are forced to leave the unit as a result of actual or threatened physical violence against family members by a spouse or other member of the household.

The PHA will issue a determination within 14 calendar days of receipt of the request for a determination. The person requesting the determination may request an Informal Hearing in accordance with the PHA established procedures if they disagree with the determination of the PHA.

Note: If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the PHA is bound by the court's determination of which family members continue to receive assistance in the program.

A friend may never be considered the remaining (residual) member of a family.

## **SECTION XX. OCCUPANCY STANDARDS**

To avoid overcrowding and prevent excess of space and funds, the appropriate unit size for each family shall be determined after reference to the following guidelines:

<b>Number of Bedrooms</b>	<b>Number of Persons</b>	
	<b>Minimum</b>	<b>Maximum**</b>
<b>1</b>	<b>1</b>	<b>2</b>
<b>2</b>	<b>2</b>	<b>4</b>
<b>3</b>	<b>3</b>	<b>6</b>
<b>4</b>	<b>4</b>	<b>8</b>

\*\*The maximum number of persons may be exceeded by one to permit an infant to share the parent's bedroom.

\*\*The maximum may also be exceeded by two if there is adequate sleeping space in another room in the unit. The PHA based on each individual situation will approve this.

No more than two persons should share a bedroom or living/sleeping area.

The Housing Authority of Henderson is modifying its occupancy standards for issuance of vouchers. Effective 11/01/04 all vouchers issued to new and mover families will be based on the standards of two occupants per bedroom. This change only affects families who are moving to another unit or new admissions to the program who receive or received a voucher on or after 11/01/04. This change will not affect current participants until they relocate.

A family consisting of only a pregnant woman may be treated as a two-person family (not a single). A one-bedroom voucher will be issued.

A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.

## **SECTION XXI. INSPECTIONS OF PRIVATE LANDLORD'S PROPERTY:**

When the PHA receives a Request for Tenancy Approval, the PHA shall inspect the unit for compliance with the PHA's housing quality standards (HQS). The PHA's inspector will inspect the unit for compliance with HQS standards and send the owner the results of the inspection. If there are defects or deficiencies which must be corrected in order for the unit to comply with HQS standards, the Owner shall be advised, in writing, by the PHA of the work required to be done before a Contract can be executed. The unit will be re-inspected to ascertain that the necessary work has been performed and the unit meets HQS standards for occupancy.

The PHA will maintain a copy of every inspection and re-inspection report for (3) three years, with one exception. If the unit inspected requires testing for Lead Based Paint and/or the unit requires treatment of chewable surfaces based on the testing, the PHA shall keep **indefinitely the test results** and, if applicable, the Owner certification of the treatment. The inspection reports will specify the defects or deficiencies which must be corrected in order for the unit to meet HQS standards. The inspection report will also reflect any other defects or deficiencies, that do not cause the unit to fail, in the event of a subsequent claim by the Owner that they were caused during the period of occupancy by the Family.

## SECTION XXII. INSPECTION STANDARDS:

Housing Quality Standards are minimum nationwide standards applying to all units in the Section 8 Existing Housing Program. This Authority will abide by all Federal regulations and use all forms required by HUD concerning HQS.

The following standards, in addition to those required by HUD, will apply to all Section 8 contracts after the date this Admission Plan is adopted.

1. Electric Service:  
This Authority will not accept a dwelling unit that has less than 100 amp electric service.
2. Heating Appliance:  
No unit with a tenant supplied heating appliance will be acceptable. All gas or oil heating appliances must be equipped with working thermostats and regulators. No kerosene heater (regardless of age or design) is acceptable. All gas heating systems (central, space, or floor) must be inspected and cleaned each year by a licensed heating and cooling company.
3. Bedrooms:  
Every room used as a sleeping room (bedroom) must have at least one window. Closets or other means of storage (portable closet) must be in the room or close to the bedroom (hall way or adjoining room).
4. Windows:  
Every room used as a sleeping room (bedroom) must have at least one window. Every window must be functional (open, stay up, shut and lock). Nailed or painted shut windows will not be accepted in any room of a Section 8 assisted unit. Each window must have a screen.
5. Kitchens:  
The kitchen must have at least two working electrical outlets on alternate walls to accommodate appliances and one working permanent light fixture.
6. Bathrooms:  
The bathroom must have at least one permanently installed light fixture and one GFI electric wall outlet.
7. Insulation:  
No unit will be accepted without adequate insulation. Prior year's utility bills may be used when considering the suitability of a unit.
8. Refusal of Unit:  
The Inspector has the right to refuse a unit that does not meet the city codes.

9. Peeling Paint:  
Due to lead based paint regulations, pre-1978 properties will not be allowed with peeling paint. Existing landlords must address peeling paint annually at reexamination inspection.
10. Security:  
All units must have a dead bolt lock on all doors that lead to outside; the only exception is sliding glass patio doors. Patio doors must have working locks and a screen if no window is present in the room.
11. Pools and Hot Tubs:  
Pools and Hot Tubs will not be permitted in a unit where it is the sole responsibility of the tenant to maintain or pay to operate it.
12. Grounds:  
All common areas of the unit and property must be kept in a safe, sanitary and in good condition. Areas include by are not limited to: parking areas, breezeways, stairways, hallways, yard areas and playgrounds.

Before a unit can be approved for Occupancy under the Section 8 program, the unit must meet the performance requirements set forth in 24 CFR 982.401, which are the Housing Quality Standards (HQS).

1. HQS Inspection Areas: The following areas are included in HQS inspections:

- A. Sanitary facilities;
- B. Food preparation and refuse disposal;
- C. Space and security;
- D. Thermal environment;
- E. Illumination and electricity;
- F. Structure and materials;
- G. Interior air quality;
- H. Water supply;
- I. Lead based paint;
- J. Access;
- K. Site and neighborhood;
- L. Sanitary condition; and
- M. Smoke Detectors.
- N. Carbon Monoxide Detectors

**Note: The PHA's inspection only certifies that the unit meets HQS federal regulations and the PHA is not responsible for items not included in the HQS inspection. The PHA will use HUD approved inspection forms to perform Section 8 Inspections.**

2. Types of HQS Inspections:

- A. Initial Inspections: Performed by the PHA staff after receiving the Request for Tenancy Approval from the applicant.
- B. Re-Inspections: Inspections that are performed by PHA staff for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
- C. Quality Control Inspections: The Section 8 Director or other qualified staff will re-inspect the required file sample size to insure that inspections are being performed in compliance with HQS standards. The Executive Director may perform some of the re-inspections, if necessary. The Section 8 Director will maintain a file that documents the quality control inspections.

**REQUIRED FILE SAMPLE SIZE**

Total Number of Files	Sample Size
50 or less	5
51 to 600	5 + 1 for each 50 (or part of 50) over 50
601 to 2000	16 + 1 for each 100(or part of 100) over 600
Over 2000	30 + 1 for each 200 (or part of 200) over 2000

- D. Special Inspections: These types of inspections may be necessary when a Federal Official visits the PHA to perform a compliance review of the PHA and the Owner may request a special inspection be performed to document the condition to the unit.
  
- E. Move-out Inspections: These inspections are performed after the tenant moves out of the unit and the Owner or the Owner's representative will be required to attend the move-out inspection. **These inspections are performed only at the owner's request and are used to document in the tenant's file if there are damages beyond normal wear and tear for future assistance needs.**

## **SECTION XXIII. RENT REASONABLENESS**

This PHA will determine Rent Reasonableness for the voucher program at initial rent or before any increase in rent to owner. Rent Reasonableness is determined by comparing assisted units to unassisted units in the same or comparable neighborhoods and based on current rents in the rental market. Proof of rent reasonableness is maintained in the PHA's rent comparison reference guide. The PHA will consider the following for this determination:

- location, quality, size, unit type and age of the contract unit, and
- age, amenities, housing services, maintenance and utilities to be provided by the owner in accordance by the lease

## SECTION XXIV. DETERMINATION OF ANNUAL, INTERIUM AND RE-EXAMINATION OF INCOME AND FAMILY CIRCUMSTANCES

### 1. Introduction

This section covers the interim requirements of the Section 8 participant with regards to all types of tenancy. The Section 8 participant agrees to report, in writing, and provide certification following any change in annual income within 10 calendar days of the occurrence. Rent as initially determined or at annual reexamination will remain in effect for the period between regular reexamination of family income and composition unless the following changes in family circumstances occur.

- A. Loss or addition of family composition or income of any family member.
- B. Employment, unemployment, or changes in employment of a permanent nature of the family head, spouse, or other wage earner that is 18 years of age; or
- C. To correct errors made when determining eligibility or at reexamination.
- D. Rent will be based on projected last annual income. Income will be calculated based on 52 weeks per year unless otherwise noted in employer verification. This PHA will not make adjustments in rent unless an employee is without wages for longer than two (2) weeks.

**Note: If an error results in a retroactive rent payment due to the participant not providing correct information concerning annual income, the Section 8 participant may request the PHA to approve a repayment schedule. The amount of the repayment will be the greater of \$10.00 per month or 10% of the monthly adjusted income. The PHA representative will provide the Section 8 participant with a repayment agreement that must be signed by the participant, which will include the amount of the monthly repayment plus the due date.**

The PHA on the basis of verified information regarding income will make the final estimate of Family Income. There is no minimum income requirement, but the staff should use good interviewing skills to determine whether there is income (as defined in Section IV-No. 9) which is not being reported.

Families may not be required to apply for public assistance, but it may be suggested to them. If the family reports zero income, the PHA will have the family sign a verification form to verify that no income is being provided.

Families will be required to report any changes in their income status within ten (10) calendar days of the occurrence of employment or any other type of income that is received. Families with zero income **may** be requested to re-certify more frequently.

2. Annual Re-examination:

- A. Once each year, or as required by this PHA, the PHA must reexamine the income and family composition of all families participating in the Section 8 programs. Verifications acceptable to the PHA shall be obtained and determinations made. In the event of failure or refusal of the family to report the necessary information, the PHA may terminate the assistance.
- B. Records shall be maintained by the PHA to insure that every participant's income and family composition has been reexamined within a twelve month period.
- C. Upon completion of reexamination and verification, the participant shall be notified, in writing, generally thirty (30) days prior to the effective date of the following: (A copy of such notification is to be retained in the participant's file.)
  - (1) Any change in rent and the date on which it becomes effective.
  - (2) Any change required because of a change in the composition of the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

**NOTE: This PHA has no restrictions on the number of times a family can move after the initial lease term. The initial lease term shall be for one (1) year.**

3. Interim Re-determination of Rent: Rent as set at admission or Annual Re-examination will remain in effect for the period between regular rent determinations unless changes in family circumstances occur. The participant is required and agrees to report, in writing, the following specified changes in family income and composition within ten calendar days of occurrence.

- A. Loss or addition to family composition of any kind through birth, death, marriage, divorce, removal or other continuing circumstance and the amount, if any, of such family member's income. Any such additions, other than birth, must be approved by the PHA in advance, and must qualify, the same as an applicant or any prospective new participant.

- B. Employment, unemployment or changes in income for employment of a permanent nature of the family head, spouse, or other wage earner 18 years of age or older.
  - C. The starting of or stopping of, or an increase or decrease of any benefits or payments received by any member of the family or household from Old Age Pension, Aid for Dependent Children, Black Lung, Railroad Retirement, Private Pension Fund, Disability Compensation, Veterans Administration, Child Support, Alimony, Regular Contributions or Gifts. Lump sum payments or retroactive payments of benefits from any of the above sources which constitute the sum of monthly payments for a preceding period must be reported and rent adjusted retroactively on such income to date of eligibility for any family member residing in the household for that period of time.
  - D. Cost of living increases in Social Security or public assistance grants need not be reported until next re-examination and re-determination of rent.
  - E. Errors of omission made at admission or re-examination shall be corrected by the PHA. Retroactive payments will be made to the participant if the error is in his/her favor.
  - F. A participant who has had a rent reduction/ increase after initial occupancy or after annual re-examination must report all changes in income within 10 calendar days regardless of the amount or source.
4. Notice of Temporary Rent: On occasion, the PHA is required to compute rent based on information that is supplied by the participant and third party information that has not or will not be provided by the employer. When this situation occurs the PHA will compute a temporary rent based on the information available. Once the information is verified the participant will be notified in writing. If an underpayment was made based on the information provided, the participant will have (14) fourteen days from the date of the PHA notification to pay the amount specified. If the participant has made an overpayment, that amount will be credited to his/her account with the landlord. The Head of Household and Spouse (if applicable) and a PHA representative signs this Notice of Temporary Rent and it is filed appropriately with a copy provided to the participant.
5. The effective dates of Interim Re-determination of rent:
- A. Any decrease in rent resulting from any decreases in family income will be made effective the first of the month following the date the decrease in family income was reported and verified in writing. To allow sufficient time for income verification and end of month close-out, any decrease in rent resulting from decreases in family income must be reported, in writing, before the 25<sup>th</sup> of the month; otherwise, the change will become effective the first of the second month.

- B. Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).
- (1) This PHA elects to make an interim change whenever the altered circumstance results in an increase in the gross family contribution of more than thirty percent (30%).
  - (2) Participant agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development.
  - (3) If it is found that a participant has misrepresented or failed to report facts upon which rent is based so that the participant is paying less than they should be paying, the increase in rent shall be made retroactive to the date the increase would have taken effect. The participant will be required to pay the difference between the rent paid and the amount that should have been paid. In addition, the participant may be subject to civil and criminal penalties. Misrepresentation is a serious program violation which may result in termination.

**Note: It shall be the policy of this PHA that Section 8 families shall promptly report all changes in income, allowable deductions, and composition.**

6. Special Re-examinations: Special reexaminations are pre-scheduled extensions of admission or continued occupancy determinations, and will be considered for the following reasons:
- A. If it is impossible to determine annual family income accurately due to instability of family income or family composition, a temporary determination of income and rent is to be made and a special re-examination shall be scheduled for (30) thirty, (60) sixty, or (90) ninety days, depending on circumstances. The participant shall be notified, in writing, of the date of the special re-examination.
  - B. If the family income can be estimated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a reasonable estimation of income cannot be made, another special re-examination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.

7. Minimum Rent

The Housing Authority of Henderson has set the minimum rent at \$50.00. If a family requests in writing a hardship exemption, the Housing Authority of Henderson will immediately suspend the minimum rent beginning the month following the family's request. The Housing Authority will determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

When participants report zero income, and have no income excluded for rent computation, the Housing Authority of Henderson has an obligation to pursue verification of income that reflects the participant's lifestyle. Prior to the rent being adjusted, the participant must attest in writing that no income, monetary or non-monetary, is being received in the household. In addition, the participant must complete the following:

1. Report to the Housing Authority of Henderson no later than the 20<sup>th</sup> of each month to sign a Rent change statement, Zero income checklist, Worksheet and Declaration form.
2. Job search, Disability, Workers Compensation and Public assistance record forms.

8. Minimum Rent Hardship Exemptions:

A. A hardship exists in the following circumstances:

- (1) The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- (2) The family would be evicted as a result of the implementation of the minimum rent (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent).
- (3) The income of the family has decreased because of changed circumstance, including loss of employment.
- (4) A death in the family has occurred which affects the family circumstances.
- (5) Other circumstances which may be decided by the HA on a case by case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

- B. If a resident requests a hardship exemption (**prior to the rent being delinquent**) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

9. Housing Authority error in calculating rent:

If the Housing Authority of Henderson's rent calculation is in error resulting in an overcharge to the participant, the participant shall receive a refund for the amount of the error going back to a maximum of 24 months. The refund shall be given to the participant as soon as practical or credited to the participant's account, whichever the participant desires unless the participant owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

## SECTION XXV. ADJUSTMENT TO UTILITY ALLOWANCES AND CONTRACT RENTS, AND MONTHLY HOUSING ASSISTANCE PAYMENTS

1. Utility Allowances: At least annually, the PHA shall determine whether there has been a 10% change in utility rates and whether an adjustment is required in the **Allowance of Utilities and Other Services** by reason of such changes or because of errors in the original determination. If the PHA determines that an adjustment should be made, the PHA shall establish a schedule of adjustments taking into account size and type of dwelling units and other pertinent factors and shall furnish HUD with a copy of the adjusted schedule (Reference 24 CFR 982.517).
2. Contract Rents: Contract Rents may be adjusted by the PHA on an annual basis and for special adjustments as provided below:
  - A. **Rent Increases in the HCV Program:** Upon request from the owner to the PHA an annual adjustment may be made if the Contract unit is in decent, safe and sanitary condition and the Owner is otherwise in compliance with the terms of the Lease and the HAP Contract. After the initial term of the lease, the owner may increase the rent. The owner must notify the PHA in writing of the increase at least 60 (sixty) days before the change is to be effective. Changes in the rent are subject to rent reasonableness requirements. PHA approval of tenancy and execution of a new HAP contract are not required for a change in the amount of rent to owner. The Contract rent may be adjusted upward or downward. However, in no case shall the adjusted rent be less than the Contract rent on the effective date of this Contract.
  - B. A special adjustment, subject to HUD approval, to reflect increases in the actual and necessary expenses of owning and maintaining the unit which have resulted from substantial general increases in real property taxes, utility rates or similar costs (i.e. assessments, and utilities not covered by regulated rates), but only if and to the extent that the Owner clearly demonstrates that such general increases have caused increases in the Owner's operating costs which are not adequately compensated for by the annual adjustments provided for in number 2 above of this section. The Owner shall submit financial statements to the PHA which clearly support the increase.

**Overall Limitation of Adjustments of 2 A and B above:** Notwithstanding any other provisions of this part, adjustments as provided for in this section shall not result in material differences between the rents charged for assisted and comparable unassisted units.

3. Monthly Housing Assistance Payment (HAP) Payments: Monthly payments will be made to an owner on behalf of a family participating in the Section 8 Program. Payments will be issued in accordance with the Housing Assistance Payment Contract. The checks will be issued on a monthly basis and mailed directly to the participating owner. A copy of the check will be kept and serve as a record of payment.

## SECTION XXVI. HOUSING CHOICE VOUCHER PROGRAM

1. **Introduction:** The policies of this section reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the Section 8 Tenant-Based Assistance Program. These amendments became effective on August 12 1999. These amendments complete the merging of the Section 8 Certificate and Voucher Programs into one program, called the Housing Choice Voucher Program. As per the 1998 Act, the PHA may only enter into a HAP contract for a tenancy under the voucher program, and may not enter into a new HAP contract for a tenancy under the certificate program, after October 1, 1999. HAP contracts that previously existed (Over-FMR tenancies, Voucher tenancies, and Regular certificate tenancies) will be considered and treated as a tenancy under the voucher program. However, the method of calculating rents for these tenancies will not change until the second regular reexamination of family income and composition after the merger date.
  
2. **Payment Standards:** HUD publishes the fair market rents (FMR) for each market area in the United States. The subsidy amount is based on a payment standard set by the PHA anywhere between 90% to 110% of the FMR. The PHA may make adjustments within this range to keep family rents affordable, however, the PHA will not raise Payment Standards simply to make “high end” units available to voucher holders. Any amounts (exceptions) whether lower or higher than these limits (90%-110%) must be approved by HUD. Areas determined by this PHA and approved by HUD for exception rent areas are included here by reference and can be found in supporting documents to the Housing Agency Plan. Due to an increase in the 1999 published FMRs, this PHA has elected to withdraw these exception rent areas. Any participant currently housed in an exception rent area will continue to be entitled to the exception rent area payment standard. *The Payment Standard is the maximum monthly subsidy payment.*

**Note: This PHA has set payment standards at 100% of the H.U.D published FMRs. On October first of each year when the fair market rents are revised, we will adjust the payment standard accordingly. This PHA will give up to 110% of the HUD published FMR as a payment standard if needed as a reasonable accommodation for person(s) with a disability. These payment standards are used to calculate the monthly housing assistance payment for a family.**

The Initial Payment Standard for a family is the lower of:

- A. The payment standard amount for the family unit size; or
- B. The payment standard amount for the size of the dwelling unit rented by the family.

During the HAP contract, the Payment Standard is the higher of:

- A. The initial payment standard; or
- B. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract.

3. Tenant Payment:

- A. A family renting a unit below the payment standard pays as gross rent the highest of:
  - 30% of monthly adjusted income
  - 10% of monthly income (gross income)
  - The welfare rent (if applicable), or
  - The PHA established minimum rent of \$25.
  
- B. A family renting a unit above the payment standard pays the highest of:
  - 30% of monthly adjusted income
  - 10% of monthly income (gross income)
  - The welfare rent (if applicable), or
  - The PHA established minimum rent of \$25.
  - Plus- any rent above the payment standard.

**Note: Any new admission or any family who moves may not pay more than 40% of adjusted monthly income toward the initial rent for the unit if the gross rent for the unit is greater than the applicable payment standard for the family.**

**The Housing Authority of Henderson shall reserve the right to deny a family permission to move to a higher cost unit within the Housing Authority of Henderson's jurisdiction due to insufficient funding**

4. Housing Assistance Payment: A payment standard is used to calculate the monthly housing assistance payment (HAP) for a family. The PHA shall pay a monthly HAP on behalf of the family that is the lower of:

- A. The payment standard minus the total tenant payment; or
- B. The gross rent minus the total tenant payment.

5. Rent Reasonableness: The PHA shall certify for each unit for which it approves a lease that the contract rent for such unit is:

- A. Reasonable in relation to rents currently being charged for comparable units in the private unassisted market, taking into account the location, size, type, quality, amenities, facilities and management and maintenance service for such units.
  
- B. The owner cannot charge rents in excess of the amounts being charged by the owner for comparable unassisted units.
  
- C. The PHA shall maintain all certifications and relevant documentation used to determine rent reasonableness for a period of three years from the date of the determination.

## **SECTION XXVII.**

## **DECONCENTRATION RULE**

1. Objective: The objective of the Deconcentration Rule is to ensure that families are housed in a manner that will prevent concentration of poverty families or a concentration of higher income families in one area. The specific objective is to reserve a minimum of 75% of its Section 8 new admissions for families whose incomes do not exceed 30% of the area median income.
2. Actions: To accomplish the de-concentration goals, the PHA will take the following actions:
  - A. At the beginning of each PHA fiscal year, the PHA will establish a goal for leasing 75% of its new admissions with families whose incomes are at or below 30% of the area median income. All new admissions will be tracked to ensure compliance.
  - B. To accomplish the goal of leasing not less than 75% of new admissions on an annual basis with families that have incomes below 30% of the area median income, the PHA's Applicant Selection Process, which is a part of this policy, provides for skipping families on the waiting list.

## **SECTION XXVIII. SECURITY DEPOSIT**

The owner establishes the amount of the security deposit to be charged. The security deposit should be consistent with private market practice, or security deposits for the owner's unassisted units. When the tenant moves out of the dwelling unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit or for other amounts the tenant owes under the lease. The owner must give the tenant a written list of all charges 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 promptly the full amount of the unused balance to the tenant. **IF THE SECURITY DEPOSIT IS NOT SUFFICIENT TO COVER AMOUNTS THE TENANT OWES UNDER THE LEASE, THE OWNER MAY SEEK TO COLLECT THE BALANCE FROM THE TENANT.** The PHA is not responsible for any damages to the unit and will not process any damage claims.

## SECTION XXIX. TERMINATION OF TENANCY BY OWNER

1. Reasons for Termination: The Owner shall not terminate the tenancy of the Family except for:
  - A. Serious or repeated violation of the terms and conditions of the Lease;
  - B. Criminal Activity by the tenant, any member of the household, a guest or another person under the tenant's control shall be cause for termination of tenancy. Criminal activity is defined as, criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or by persons residing in the immediate vicinity of the premises.
  - C. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or
  - D. Other good cause, which may include, but is not limited to: failure by the family to accept the offer of a new lease or revision; a family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises; the owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, desire to lease the unit at a higher rental). If the owner terminates the tenancy for a business or economic reason the owner must provide the tenant with a **30** day notice.
2. Eviction by Court Action: The Owner may evict the Family from the Contract unit only by instituting a court action. The Owner must notify the PHA, in writing, of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Family under State law.
3. Written Notice: Owners must provide written notice of not less than **(30)** thirty days before termination of a tenant-based housing assistance payment (HAP) contract. Copies of these notices issued October 19, 1993 and 24 CFR 982.455).
4. Termination During First Year: During the first year of the lease term, the owner may not terminate the tenancy for "other good cause", unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for "other good cause", based on any of the following grounds: failure by the family to accept the 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 as a residential rental unit; or a business or economic reason for termination of tenancy (See 1 D above).

**SECTION XXX.                    TERMINATION OF HOUSING ASSISTANCE  
PAYMENT (HAP) CONTRACT**

1.     Termination of HAP contract when the unit is too big or too small: If the PHA determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If the family is residing in a dwelling unit with a larger number of bedrooms than appropriate for the family unit size under the PHA subsidy standard and the gross rent for the unit (sum of the contract rent plus any utility allowance for the unit size leased) exceeds the payment standard for that unit, the PHA must notify the family that exceptions to the subsidy standard may be granted, and the circumstances in which the PHA may grant an exception. If an acceptable unit is available for rental by the family and the payment standard requires HUD approval, the PHA must terminate the HAP contract in accordance with its terms.
  
2.     Breach of Contract: The HAP contract may be terminated for owner breach of contract. Breaches of the contract as outlined in the contract.
  
3.     Automatic termination of HAP contract: The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

## **SECTION XXXI.**

## **PROGRAM MANAGEMENT PLAN**

1. Executive Director: Responsible for all aspects of the Section 8 Programs.
2. Section 8 Director: The Section 8 Director is responsible for the day to day operations of the Section 8 Programs. The incumbent supervises 6 full-time workers in the performance of all assigned Section 8 functions.
3. Bookkeeper: Issues all Section 8 checks and prepares all Section 8 Financial Reports.
4. Section 8 Clerk: Serves as a receptionist/intake person by handing out applications and directing completed applications and applicants to appropriate Section 8 staff.
5. Inspector: Performs inspections for the Section 8 program and under the direction and training of the Section 8 Director.
6. Program Assistant Performs occupancy and re-certification functions
7. FSS Coordinator Promotes the development of local strategies to coordinate the use of public housing assistance and assistance under the Section 8 tenant-based program with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self sufficiency.

**SECTION XXXII. DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT REVIEW OF CONTRACT  
COMPLIANCE**

HUD will review program operations at such intervals, as it deems necessary to insure that the owner and the PHA are in full compliance with the terms and conditions of the contract and the ACC. Equal opportunity review may be conducted with the scheduled HUD review or at any time deemed appropriate by HUD.

**SECTION XXXIII. ADMINISTRATIVE FEE RESERVE  
EXPENDITURES**

Occasionally, it is necessary for the Housing Authority of Henderson to spend money from its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with Federal and State law.

Expenditures from the administrative fee reserve of the Section 8 programs will be approved by the board of commissioners of the PHA.

**SECTION XXXIV. SPECIAL FUNDING AND SPECIAL HOUSING TYPES**

1. Special Funding

This Authority is not presently receiving any special purpose funding. Upon receipt of any special purpose funding, this Authority will abide by any regulations set by HUD.

2. Special Housing Types

This Authority elects not to permit the use of special housing types in its Section 8 Program (shared housing).

## **SECTION XXXV. FAMILY SELF-SUFFICIENCY PROGRAMS:**

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 assistance under the Section 8 tenant-based program with public and private resources, to enable families eligible to receive assistance under these programs, and to achieve economic independence and self sufficiency.

This PHA has developed an action plan and policy and procedures to implement the requirements of this program. A copy of this plan, policy and procedure is attached to this document and is incorporated by reference as if fully set out herein. The FSS plan includes the following and meets the requirements of Interim HUD Notice 93-24, issued May 27, 1993:

1. Eligible FSS Participants: Description of how current Section 8 participants (Families currently receiving Section 8 tenant assistance are the only families eligible to participate in the FSS program) will be selected to participate in the FSS program; (Reference Action Plan and Policy and Procedures to Implement the FSS Program for specific guidelines on selecting participants for the FSS program). The basis selection criteria is listed below:

- A. Fifty (50%) percent of the PHA's slots will be allocated to Section 8 participants with one or more family members currently enrolled in, or on the waiting list for, one or more FSS related service programs such as Job Opportunities and Basic Skills Training (JOBS) and/or Job Training Partnership Act (JTPA).
- B. The remaining (50%) fifty percent of the PHA's slots will be filled based on the date and time a family expresses interest in the FSS program. The PHA will notify each Section 8 participant of the availability of the FSS program, in writing, and inform the families that eligibility for participation will be based on the date and time the PHA is contacted by the family and an interest is expressed in the program.

The PHA will keep records for a period of not less than (3) three years documenting how families were selected for participation in the FSS program.

2. Termination of FSS: If the FSS participant under reports income or assets, the Section 8 assistance can be terminated and/or the family can be terminated for the FSS program. In either case the PHA will not credit the family's escrow account with any portion of the back rent.
  - A. Section 8 assistance is terminated in accordance with Section XI of this document. If a Family fails to meet its FSS obligations as outlined in the FSS contract of participation, the family can be terminated from the FSS program. The family may lose Section 8 assistance if they are terminated

from the FSS program. The PHA is never required to terminate Section 8 assistance as a consequence of termination of the FSS contract.

- B. If a family was selected to participate in the FSS program and was terminated because they did not meet its FSS obligations, the family may be denied the opportunity to participate in the FSS program thereafter. A family may also be denied the opportunity to participate in the FSS program if they owe funds to a PHA.

**Note: If an FSS participant moves from another PHA's jurisdiction with continued Section 8 assistance, this PHA is not obligated to enroll the FSS family in its FSS program. The family must qualify under the PHA's guidelines for selection and participation in FSS program.**

## **SECTION XXXVI. COST SAVING POSSIBILITIES**

Unfortunately, in recent years the management of the Housing Choice Voucher Program has become more difficult for the Housing Authority of Henderson and all other housing authorities managing the program. As Congress and HUD change the way they fund the program, more and more challenges face the Housing Authority of Henderson.

There are no simple solution to the challenges the Housing Authority of Henderson faces and the actions we must take will vary depending on circumstances that are often beyond our control. Therefore, the Housing Authority hereby establishes in its Administrative Plan the following options that will be considered by the Board of Commissioners depending on the particular circumstances of the time. They are not listed in any particular order.

None of these options will be implemented without Board of Commissioners approval and the opportunity for affected participants to address the Board of Commissioners. Any actions taken under this section of the Administrative Plan will sunset if and when the procuring reason for the action is no longer in effect. Rescissions will also require Board of Commissioners approval.

There shall be one basic principle that will guide the Housing Authority of Henderson in implementing any or all of these options – what must the Housing Authority do to assist the maximum number of eligible people in a quality Housing Choice Voucher Program while maintaining the fiscal integrity of the program. The Housing Authority of Henderson shall endeavor to protect elderly and disabled families from significant impact (defined as loss of one’s Housing Choice Voucher) but recognizes that what is feasible is dependant on the amount of funding provided to the program.

The options are as follows:

- A. The Housing Choice Voucher Program Standards may be reviewed in light of the funding situation. If payment standards are reduced, the lower payment standard shall go into effect immediately for new admissions, participants moving from one unit to another, and people staying in place who require a new HAP contract because they are signing a new lease. In extraordinary circumstances, the Housing Authority of Henderson may be forced to ask HUD for a waiver so that even those participants staying in place without a new lease shall have their payment standard decreased immediately instead of the normal second regular reexamination after the lower of the payment standard.
- B. Housing Choice Voucher Payment Standards must be established according HUD regulations so that no more than 40% of the participants are paying more than 30% of their monthly adjusted income for rent. If circumstances

dictate it, the Housing Authority of Henderson may be forced to ask for a waiver of this prohibition in order to sufficiently lower its payment standard.

- C. The utility allowance schedule may be reviewed to determine if the utility allowances are too high. If they are too high that means that the participants are being subsidized in an excess manner. The new utility allowance schedule may be placed into effect after a thirty-day notice or at a participant's next reexamination depending on the financial circumstances the Housing Authority of Henderson finds itself in.
- D. As stated, in Section XXV, utility allowances are supposed to be adjusted annually or sooner if there is a utility rate increase of 10% or more. If circumstances warrant, the Housing Authority of Henderson reserves the right to seek a HUD waiver of this regulatory requirement.
- E. The Housing Authority of Henderson may deny portability moves to receiving PHA's that have a higher payment standard who refuses to absorb participant. In each of these cases the Housing Authority will perform an analysis to determine if they have adequate resources to allow the move. If funds are available, the portability move will be allowed. If adequate funds are not available and the receiving PHA refuses to absorb, the family will be offered the opportunity to lease in place, lease another unit in Henderson, or port to a location with payments standards equal to or less than the standards used by the Housing Authority of Henderson. (Section XVII)
- F. In order to ensure that rent reasonableness requirements are being complied with, the Housing Authority of Henderson may engage in special rent reasonableness reexaminations. This may be performed on all of the units in the program, a sample of the units in the program, or specifically targeted units that the Housing Authority believes may not be meeting the required rent reasonableness test. If a unit fails the rent reasonable test, the owner must reduce the rent to the reasonable amount after receiving appropriate notice or the HAP contract must be terminated. If the HAP contract is terminated for this reason, the family will be issued a new voucher to find a new residence.
- G. Housing Choice Vouchers issued to families on the waiting list that have not resulted in HAP contracts may be cancelled.
- H. The Housing Authority of Henderson may be forced to not reissue vouchers surrendered by current participants immediately upon their return to the Housing Authority. Instead, the vouchers may be held in the Authority's inventory in order to avoid dire financial consequences. The amount of time they will be held shall be determined based upon the financial situation of the Housing Authority.

- I. The occupancy standards set forth in Section XX may be modified due to a program wide study conducted by the Housing Authority to ensure that families are utilizing the proper size Housing Choice Voucher for their current family size.
- J. If the minimum rent is increased under Section IV (66) and Section XXIV (7), it can be made the first of the month following the month families are notified of the increase (provided there has been at least a 30-day notice) instead of the next reexamination.
- K. The requirement of when families have to report changes of their income as set forth in Section XXIV may be modified due to the financial pressure facing the Housing Authority of Henderson. Also, the new rent payment may become effective at the start of the next month provided there has been a thirty notice.
- L. Owners participating in the Housing Choice Voucher Program may be asked to voluntarily reduce the rents they are charging participants in order to assist in the financial solvency of the program. This must be a truly voluntary program.
- M. The absolutely last step the Housing Authority of Henderson will take to resolve its Housing Choice Voucher financial problems will be to terminate the vouchers of families already receiving assistance. If this becomes necessary, the following sequence shall be used to determine which individual Housing Choice Vouchers are terminated first.
  - 1. Last Housing Choice Voucher issued shall be the first voucher dropped from the program (elderly and disabled exempt).

If it becomes necessary for the Housing Authority of Henderson to terminate Housing Choice Vouchers, the families terminated shall be reinstated onto the program as soon as fiscally and practically feasible. The following readmission sequence shall be utilized.

- 1. First Housing Choice Voucher dropped from the program shall be the first voucher issued.  
April 18, 2005

**SECTION XXXVII.**

**Housing Authority of Henderson  
Section 8 Homeownership Administrative Plan  
Adopted By Board Resolution**



## **TABLE OF CONTENTS**

1.0	INTRODUCTION
2.0	PURPOSE
3.0	INITIAL ELIGIBILITY REQUIREMENTS
4.0	PURCHASING A HOME
5.0	ELIGIBLE UNITS
6.0	HOME INSPECTION AND CONTRACT OF SALE
7.0	FINANCING REQUIREMENTS
8.0	ONGOING FAMILY OBLIGATIONS
9.0	MAXIMUM TERM OF HOME OWNERSHIP ASSISTANCE
10.0	AMOUNT OF ASSISTANCE
11.0	PORTABILITY OF HOMEOWNERSHIP ASSISTANCE
12.0	MOVES
13.0	DENIAL OR TERMINATION OF SECTION 8 HOMEOWNERSHIP ASSISTANCE
14.0	RECAPTURE OF HOMEOWNERSHIP ASSISTANCE
15.0	INFORMAL HEARINGS
16.0	WAIVER OR MODIFICATION OF HOMEOWNERSHIP POLICIES

## 1.0 INTRODUCTION

The Housing Authority of Henderson has prepared this Homeownership Administrative Plan as an addition to the existing Section 8 Administrative Plan. This Plan addresses those areas that are pertinent to only the Homeownership Program (“Program”). Areas not addressed herein may be found in the overall Section 8 Administrative Plan.

A. To avoid restating the applicable laws, the following is the list of written guidelines in descending order of authoritativeness:

42 U.S.C. 1437 et. seq.

Any applicable Federal Law

24 CFR 982 et. seq.

HUD requirements

Homeownership Administrative Plan

Section 8 Administrative Plan

If a conflict exists the highest source of authority will prevail.

B. All civil rights laws applicable to the Section 8 Housing Choice Voucher Program are applicable to the Homeownership Program. The Housing Authority of Henderson will comply with all equal opportunity and nondiscrimination requirements imposed by contract or Federal and state law.

## 2.0 PURPOSE

B. The Section 8 Homeownership Program of the Housing Authority of Henderson permits participants who:

1. Meet the general requirements for admission into the Housing Authority of Henderson Public Housing and Section 8 Housing Choice Voucher Program, including participants with portable vouchers, and
2. Satisfy the additional special requirements for homeownership assistance described herein, the option of purchasing a home with their Section 8 assistance rather than renting. Participation is voluntary.

B. The specific objectives of this Program are:

1. To expand housing opportunities for low-income, handicapped and disabled Housing Authority of Henderson families.
2. To permit Housing Authority of Henderson families to acquire appreciable assets, moving toward the goal of economic self-sufficiency and eventual independence from government assistance programs.

### 3.0 INITIAL ELIGIBILITY REQUIREMENTS

Before commencing homeownership assistance for a family, the Housing Authority of Henderson must determine that all of the following initial requirements have been satisfied:

- A. Home Ownership Counseling
  - 1. A family's participation in the Homeownership Program is conditional on the family attending and successfully completing a homeownership and housing counseling program provided or approved by Housing Authority of Henderson prior to commencement of homeownership assistance. The family must have a statement not more than 30 days old of “certification” from a Housing Authority of Henderson approved housing counseling program at the time of the homeownership application. “Certification” requires a current credit statement that meets the agency’s standard for completion.
  - 2. The homeownership and counseling program will cover home maintenance; budgeting and money management; credit counseling; negotiating purchase price; securing mortgage financing; finding a home; and the advantages of purchasing and locating homes in areas that do not have a high concentration of low-income families.
  - 3. The counseling agency providing the counseling program shall either be approved by HUD or the program shall be consistent with the homeownership counseling provided under HUD’s Housing Counseling Program. Housing Authority of Henderson will maintain a list of approved counseling programs.
- B. The family has been admitted to the Section 8 Housing Choice Voucher or Public Housing program.
- C. The family qualifies as a first-time homeowner. At commencement of homeownership assistance for the family, the family must be any of the following:
  - 1. A first-time homeowner is defined as a family of which no member owned any present ownership interest in a residence of any family member during the three years before commencement of homeownership assistance for the family. The term “first-time homeowner” includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse, or resided in a home owned by his or her spouse.
  - 2. A cooperative member defined as a family of which one or more members owns membership shares in a cooperative.

3. A family of which a family member is a person with disabilities, and use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.
- D. The family satisfies the minimum income requirement.
1. At commencement of monthly homeownership assistance payments for the family the family must demonstrate that the annual income of the adult family members who will own the home at commencement of homeownership assistance is not less than:
    - a. In the case of a disabled family the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve (as of 01/05 this is  $\$579 \times 12 = \$6,948$ ); or
    - b. In the case of other families, the Federal minimum wage multiplied by 2,000 hours (as of 01/05 this is  $\$5.15 \times 2,000 = \$10,300$  or  $\$13,500$  annually).
  2. Except in the case of an elderly family or a disabled family the Housing Authority of Henderson shall not count any welfare assistance received by the family in determining annual income. This disregard of welfare assistance income only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance in accordance with this section, but does not affect:
    - a. The determination of income-eligibility for admission to the voucher program;
    - b. The calculation of the amount of the family's total tenant payment (gross family contribution);
    - c. The calculation of the amount of homeownership assistance payments on behalf of the family.
- E. The family satisfies the employment requirements.
1. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance are currently employed on a full-time basis (the term "full-time employment" means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.
  2. The Housing Authority of Henderson shall have discretion to determine whether and to what extent interruptions are considered to break continuity of employment during the year. The Housing Authority of Henderson may count successive employment during

the year. The Housing Authority of Henderson may count self-employment in a business. Generally the employers may vary but there may not be a gap of more than two (2) weeks in employment and there must have been employment for at least forty-seven (47) weeks in the prior year.

3. The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family, other than an elderly family or a disabled family, includes a person with disabilities, the Housing Authority of Henderson shall grant an exemption from the employment requirement if the Housing Authority of Henderson determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.
- F. The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option. The Housing Authority of Henderson shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option, and has defaulted on a mortgage securing debt incurred to purchase the home.
- G. Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- H. The family has not been in the “termination of assistance” process more than once in the last two years.
- I. The family must evidence a stable family composition of at least one year for any family members that are not minor children, spouse, foster children or any person of whom an adult family member has legal custody or guardianship.
- J. The family must have completed one year under lease in the Housing Choice Voucher or Public Housing program.
- K. The family may not owe Housing Authority of Henderson or any other Housing Authority an outstanding debt.
- L. The family must be under the current rental lease, in the same unit, for over one year and must be a month-to-month tenant.

#### 4.0 PURCHASING A HOME

- A. Upon approval for the Program, a family shall have a term of one hundred and twenty (120) days to execute a proposed sales agreement with the requisite components to the Housing Authority of Henderson. During a Section 8 participant's search for a home to purchase, their Section 8 rental assistance shall continue pursuant to the Section 8 Administrative Plan.
  
- C. A family may request two additional terms of one hundred and twenty (120) days apiece for an overall total of three hundred and sixty (360) days. In order to request the first extension a client must at least have made an application with a participating bank. In order to request the second and final extension a client must at least have obtained a good faith estimate from a participating bank. An update appointment and eligibility determination is required before each additional term is granted. The client should make the extension request thirty(30)days before the current Homeownership Voucher expires.
  
- D. If a Housing participant is unable to purchase the home within the time permitted, the Housing Authority of Henderson shall continue the family's participation in the Section 8 Housing Choice Voucher or Public Housing Program. The family may not re-apply for the Homeownership Program until they have completed an additional year of participation in the Section 8 Housing Choice Voucher or Public Housing Program.
  
- D. Once a home is located and a sales agreement approved by Housing Authority of Henderson is signed by the family, the family shall have up to three (3) months or set forth in the Housing Authority of Henderson approved sales agreement, to purchase the home.

#### 5.0 ELIGIBLE UNITS

- A. An eligible family may purchase any of the following types of homes: a new or existing single-family home, a single dwelling unit in a condominium or cooperative, or a manufactured home to be permanently situated on a lot owned by the family. The unit must either be under construction or already existing at the time the family enters into the contract of sale. Assistance is not available to purchase a home that has Section 8 project-based assistance.

- B. Housing Authority of Henderson-owned units. Homeownership assistance may be provided for the purchase of a unit that is owned by the Housing Authority Henderson (including a unit owned by an entity substantially controlled by the Housing Authority of Henderson), only if all of the following conditions are satisfied:
1. The Housing Authority of Henderson must inform the family, both orally and in writing, that the family has the right to purchase any eligible unit and a Housing Authority of Henderson-owned unit is freely selected by the family without Housing Authority of Henderson pressure or steering;
  2. The unit is not ineligible housing;
  3. The Housing Authority of Henderson must obtain the services of an independent agency to perform the following functions:
    - a. Inspection of the unit for compliance with the Housing Quality Standards;
    - b. Review of the independent inspection report;
    - c. Review of the contract of sale; and
    - d. Determination of the reasonableness of the sales price and any Housing Authority of Henderson provided financing.
- C. The family may purchase a home in Henderson, or in a county other than Henderson, provided the Housing Authority in the receiving county operates a Section 8 Homeownership program for which the Section 8 Homeownership applicant qualifies or authorizes the Housing Authority of Henderson to administer the Homeownership Assistance in such county. In the former case, a family's participation in the Section 8 Homeownership program will be subject to the Section 8 Homeownership program and policies of the receiving jurisdiction.

## 6.0 UNITS NOT UNDER CONSTRUCTION

- D. Families may enter contracts of sale for units not yet under construction at the time the family enters into the contract for sale. However the Housing Authority shall not commence homeownership assistance for the family for that unit unless and until:
1. HUD approve the environmental review;
  2. The construction must be complete; and
  3. The unit must pass and HQS inspection.

## 7.0 HOME INSPECTION AND CONTRACT OF SALE

### A. Home Inspection

1. The Housing Authority of Henderson may not commence homeownership assistance for a family until the Housing Authority of Henderson has inspected the unit and has determined that the unit passes Housing Quality Standards (HQS).
2. The participant must obtain an independent professional home inspection of the unit's major system at the participant's expense. A member of the American Society of Home Inspectors (ASHI) or a regular member of the National Association of Home Inspectors (NAHI) must conduct the independent inspection. In all cases the inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems. The Housing Authority of Henderson will maintain a list of independent inspectors that meet the inspection standards set by the American Society of Home Inspectors, and other criteria established by the Housing Authority of Henderson.
3. The independent inspector must provide a copy of the inspection report both to the family and to the Housing Authority of Henderson. The Housing Authority of Henderson may not commence homeownership assistance for the family until the Housing Authority of Henderson has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the Housing Quality Standards (and may qualify for assistance under the tenant-based rental voucher program), the Housing Authority of Henderson have discretion to disapprove the unit for assistance under the Homeownership option because of information in the inspection report.

### B. Contract of Sale

1. Before commencement of homeownership assistance, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the Housing Authority of Henderson a copy of the contract of sale. The contract of sale must:
  - a. Specify the price and other terms of sale by the seller to the purchaser.
  - b. Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected and paid for by the purchaser.
  - c. Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser.

- d. Provide that the purchaser is not obligated to pay for any necessary repairs.
  - e. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under Section 8.
  - f. Provide the Housing Authority of Henderson the right to inspect the dwelling and determine that it meets Housing Quality Standards.
  - g. Provide the Housing Authority of Henderson the right to review and approve the independent inspection report.
  - h. Provide the Housing Authority of Henderson the right to review and approve the financing terms and requirements.
2. If the unit to be acquired is not yet under construction, the contract sale must also include:
- a. The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628
  - b. The construction will not commence until the environmental review has been completed and the seller has received written notice from the Housing Authority that environmental approval has been obtained. The Seller must realize that conducting the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties agreement to modifications to the unit design or to mitigation actions.

Commencement of construction in violation of the above-mentioned requirements voids the purchase contract and renders the Section 8 homeownership assistance unavailable for the purchase of the unit.

## 7.0 FINANCING REQUIREMENTS

### A General

1. The Housing Authority of Henderson may not require participants to use a certain lender or a certain type of financing. However, financing for purchases under this Program must generally be provided, insured or guaranteed by the state or Federal government, comply with secondary mortgage market

requirements or comply with generally accepted private sector underwriting standards.

B. Terms

1. The proposed loan terms must be submitted to and approved by the Housing Authority of Henderson prior to closing. The Housing Authority of Henderson will determine, in its sole discretion, the affordability of the family's proposed loan terms and whether they are appropriate for current market conditions. In making such determination, the Housing Authority of Henderson may take into account other family expenses, including but not limited to child care, un-reimbursed medical expenses, education and training expenses, homeownership expenses and the like.
2. Certain types of financing, including but not limited to, balloon payment mortgages, unless convertible to a variable rate mortgage, are prohibited and will not be approved by the Housing Authority of Henderson.
3. If a mortgage is not FHA-insured or VA-guaranteed, the Housing Authority of Henderson will require lenders to comply with generally accepted mortgage underwriting standards consistent with HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, RHS, the Federal Home Loan Bank or other generally accepted private sector underwriting requirements.
4. The Housing Authority of Henderson will not approve any lending that it determines, in its sole discretion, to be abusive or predatory.
5. The Housing Authority of Henderson will not approve sub-prime terms in lending
6. Lease-Purchase is not an option for this Program.

C. Down Payment Requirements.

1. The Housing Authority of Henderson requires a minimum homeowner down payment of at least 3 percent of the purchase price for participation in its Section 8 Homeownership Option Program, and requires that at least 2 percent of the purchase price come from the family's personal resources. If available, the family may use up to 50% of their Family Self Sufficiency escrow account for such purposes. The PHA will consider waiving or reducing the minimum down payment requirement in cases where the family is using down payment assistance grants or other assistance programs to purchase the unit. Waivers will be granted on a case-by-case basis at the discretion of the Program Administrator.

The PHA prohibits:

- Seller financing

- Co-signers not residing in the household.

In the event of an appeal, the Program Administrator will appoint a review panel.

2. The Housing Authority of Henderson has chosen not to provide down-payment assistance in lieu of monthly homeownership assistance payments.

## 8.0 FAMILY OBLIGATIONS

- A. Occupancy of home. Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the Housing Authority of Henderson may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the Housing Authority of Henderson the homeownership assistance for the month when the family moves out.
- B. Family obligations. The family must comply with the following obligations:
  1. Ongoing counseling. To the extent required by the Housing Authority of Henderson, the family must attend and complete ongoing homeownership and housing counseling.
    - a. Post-Purchase Counseling
      1. Immediately upon purchase, the homeowner will enroll in a Housing Authority of Henderson approved post-purchase counseling program. The series of four to six classes will include topics on making spending choices, managing money in any season, and major and minor home maintenance. In addition a Housing Inspector and a Case Management Coordinator of the Housing Authority of Henderson will perform home maintenance education on the operating systems in the home (water heater, heating, air conditioning, plumbing, gutters, etc) with the homeowner. A systems checklist, along with warranty information (if applicable) and explanations of utility programs will be provided. The homeowner shall be responsible for scheduling this in-home visit within ten days of occupancy.

2. Compliance with mortgage. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
3. Prohibition against conveyance or transfer of home.
  - a. So long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the same requirements as the Section 8 Rental program.
  - b. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
  - c. Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members.
4. Supplying required information.
  - a. The family must supply required information to the Housing Authority of Henderson the same as the Section 8 Rental program.
  - b. In addition to other required information, the family must supply on as required by the Housing Authority of Henderson or HUD concerning:
    1. Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt;
    2. Any sale or other transfer of any interest in the home; or
    3. The family's homeownership expenses.
    4. Notice of move-out. The family must notify the Housing Authority of Henderson before the family moves out of the home.
    5. Notice of mortgage default. The family must notify the Housing Authority of Henderson if the family defaults on a mortgage securing any debt incurred to purchase the home.
    6. Prohibition on ownership interest on second residence. During the time the family receives homeownership assistance under this subpart, no family member may have any ownership interest in any other residential property.

7. Statement of homeowner obligations. Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement, the family agrees to comply with all family obligations under the homeownership option.
8. Additional Housing Authority of Henderson requirements.
  - a. The family will be required to maintain ongoing “full-time” employment (30 hours per week). Except for disabled and/or elderly adults, each household must demonstrate that each person 18 years or older is either employed full-time, or is a full-time student, or is providing care to a child or disabled person on a full-time basis. A combination is allowed as long as the total is 30 hours per week.
    1. The Housing Authority of Henderson shall have discretion to determine whether and to what extent interruptions are considered to break continuity of employment during the year. The Housing Authority of Henderson may count successive employment during the year. The Housing Authority of Henderson may count self-employment in a business. Generally, the employers may vary but there may not be a gap of more than two (2) weeks in employment and there must have been employment for at least forty-seven (47) weeks in the prior year.
    2. The family must agree not to refinance or incur additional debt secured by the home without prior written approval by the Housing Authority of Henderson.
    3. The family must allow home inspections by the Housing Authority of Henderson when the Housing Authority of Henderson deems

it appropriate and, except in the case of an emergency, when forty-eight (48) hours notice is given.

## 9.0 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

- A. Except in the case of a family that qualifies as an elderly or disabled family, the family members shall not receive homeownership assistance for more than:
  - 1. Fifteen years (15), if the initial mortgage incurred to finance purchase of the home has a term of twenty (20) years or longer; or
  - 2. Ten (10) years, in all other cases.
  
- B. Applicability of maximum term. The maximum term applies to any member of the family who:
  - 1. Has an ownership interest in the unit during the time that homeownership payments are made; or
  - 2. Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.
  
- C. Exception for elderly and disabled families.
  - 1. As noted above, the maximum term of assistance does not apply to elderly and disabled families.
  - 2. In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.
  - 3. If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance in accordance with this part).
  
- D. Assistance for different homes or Public Housing Authorities. If the family has received such assistance for different homes, or from different Public Housing Authorities, the total of such assistance terms is subject to the maximum term described in this section.

## 10.0 AMOUNT OF ASSISTANCE

- A. Amount of monthly homeownership assistance payment. While the family is residing in the home, the Housing Authority of Henderson shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:
1. The payment standard minus the total tenant payment; or
  2. The family's monthly homeownership expenses minus the total tenant payment.
- B. Payment standard for family.
1. The payment standard for a family is the lower of:
    - a. The payment standard for the family unit size; or
    - b. The payment standard for the size of the home.
  2. If the home is located in an exception payment standard area, the Housing Authority of Henderson must use the appropriate payment standard for the exception payment standard area.
  3. The payment standard for a family is the greater of:
    - a. The payment standard at the commencement of homeownership assistance for occupancy of the home; or
    - b. The payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.
    - c. The Housing Authority of Henderson must use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.
    - d. The Housing Authority of Henderson will request HUD approval of a higher payment standard.
- C. Determination of homeownership expenses.
1. The Housing Authority of Henderson shall adopt policies for determining the amount of homeownership expenses to be allowed by the Housing Authority of Henderson in accordance with HUD requirements.
  2. Homeownership expenses for a homeowner (other than a cooperative member) may only include amounts allowed by the Housing Authority Henderson to cover:
    - a. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

- b. Real estate taxes and public assessments on the home;
  - c. Home insurance;
  - d. The Housing Authority of Henderson utility allowance for the home; and
  - e. Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the Housing Authority of Henderson determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- D. Homeownership expenses for a cooperative member may only include amounts allowed by the Housing Authority of Henderson to cover:
- 1. The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
  - 2. Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
  - 3. Home insurance;
  - 4. The Housing Authority of Henderson utility allowance for the home; and
  - 5. Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the Housing Authority of Henderson determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- E. If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.
- F. Determination of Utility Allowance. Calculations will be based on the Housing Authority of Henderson's "Allowances for Tenant-

Furnished Utilities and Other Services” (HUD-52667) figures for the “House/Mobile Home 1998 or Newer” Unit Type and appropriate bedroom size. There are a range of numbers based on utility source for “Heating,” “Cooking” and “Water Heating”. These allowances will be calculated as the higher of “Natural Gas” or “Electric.” The corresponding numbers in “Other Electric,” “Air Conditioning,” “Water,” “Sewer,” “Trash Collection,” “Range/Microwave” and “Refrigerator” will be used as is in the calculation.

- G. Payment to lender or family. The Housing Authority of Henderson must pay homeownership assistance payments to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the Housing Authority of Henderson must pay the excess directly to the family.
- H. Automatic termination of Homeownership assistance. Homeownership assistance for a family terminates automatically one hundred and eighty (180) calendar days after the last housing assistance payment on behalf of the family. However, the Housing Authority of Henderson has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family. The Housing Authority of Henderson will create a local preference for a family that was in the Homeownership Program and left the Section 8 program economically independent but who now, through extenuating circumstances, needs Section 8 assistance again. This would be a “safety net” for the family and an additional mortgage payment protection.

## 11.0 PORTABILITY OF HOMEOWNERSHIP ASSISTANCE

A family determined eligible for homeownership assistance by the Housing Authority of Henderson may purchase a unit outside of the initial jurisdiction, if the receiving Housing Authority is administering a voucher homeownership program and is accepting new homeownership families.

## 12.0 MOVES

- A. Move to new unit.
  - 1. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance in accordance with this section. The family may move either with voucher rental assistance

- (in accordance with rental assistance program requirements) or with voucher homeownership assistance (in accordance with homeownership option program requirements).
2. The Housing Authority of Henderson may not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.
  3. The Housing Authority of Henderson prohibits more than one move by the family during any one-year period.
- B. Requirements for continuation of homeownership assistance. The Housing Authority of Henderson must determine that all initial requirements listed have been satisfied if a family that has received homeownership assistance wants to move to a new unit with continued homeownership assistance. However, the following requirements do not apply:
1. The requirement for pre-assistance counseling is not applicable. However, the Housing Authority of Henderson may require that the family complete additional counseling (before or after moving to a new unit with continued assistance under the homeownership option).
  2. The requirement that a family must be a first-time homeowner is not applicable.
- C. When the Housing Authority of Henderson may deny permission to move with continued assistance. The Housing Authority of Henderson may deny permission to move to a new unit with continued voucher assistance as follows:
1. Lack of funding to provide continued assistance. The Housing Authority of Henderson may deny permission to move with continued rental or homeownership assistance if the Housing Authority of Henderson determines that it does not have sufficient funding to provide continued assistance.
  2. Termination or denial of assistance. At any time, the Housing Authority of Henderson may deny permission to move with continued rental or homeownership assistance.

### 13.0 DENIAL OR TERMINATION OF SECTION 8 HOMEOWNERSHIP ASSISTANCE

- A. General. The Housing Authority of Henderson shall terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family.

- B. Denial or termination of assistance under basic voucher program. At any time, the Housing Authority of Henderson may deny or terminate homeownership assistance in accordance with Section 8 Rental rules (Grounds for denial or termination of assistance or Crime by family members).
- C. Failure to comply with family obligations. The Housing Authority of Henderson may deny or terminate assistance for violation of participant obligations.
- D. Mortgage default. The Housing Authority of Henderson must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The Housing Authority of Henderson, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, the Housing Authority of Henderson must deny such permission, if:
  - 1. The family defaulted on an FHA-insured mortgage; and
  - 2. The family fails to demonstrate that:
    - a. The family has conveyed title to the home, as required by HUD, to HUD or HUD's designee; and
    - b. The family has moved from the home within the period established or approved by HUD.

#### 14.0 RECAPTURE OF HOMEOWNERSHIP ASSISTANCE

The Housing Authority of Henderson will not recapture the Homeownership Voucher payments unless there was an act of fraud or misrepresentation of a material fact in order to obtain a benefit. The HCV Homeownership recapture provision does not apply to any other program funds that may be used in the transaction.

#### 15.0 INFORMAL HEARINGS

An informal hearing will be offered for participants who are being terminated from the Program because of the family's action or failure to act as provided in 24 CFR 982.552. The rules and procedures are set forth in the Section 8 Administrative Plan, entitled "Grievance Procedures".

## 16.0 WAIVER OR MODIFICATION OF HOMEOWNERSHIP POLICIES

The Executive Director of the Housing Authority of Henderson will have the sole discretion from time to time to waive or modify any provision of the Section 8 Homeownership Program not governed by statute or regulation or to comply with changes in HUD regulations or directives.

**HOUSING AUTHORITY OF HENDERSON  
SECTION 8 HOMEOWNERSHIP PROGRAM**

**ADDENDUM TO SALES AGREEMENT**

Addendum # \_\_\_\_\_ to Sales Agreement dated \_\_\_\_\_, 200\_\_\_\_,  
between  
Buyer(s): \_\_\_\_\_ and  
Seller(s): \_\_\_\_\_  
for the real estate located at:  
\_\_\_\_\_ ("Property").

Buyer is obtaining financing under the Section 8 Homeownership Program operated by the Housing Authority of Henderson (HAH). As a condition of qualification for this Program, HAH requires the Sales Agreement to include the following terms and conditions:

1. Seller(s) will cooperate fully with Buyers and HAH in obtaining:
  - (i) a pre-purchase inspection report of the Property at Buyers cost from an independent inspector selected by Buyer from a list of inspectors approved by HAH; and
  - (ii) a Housing Quality Standards("HQS") inspection report made by HAH representatives to verify that the Property meets the HQS standards for Section 8 assistance.

Buyers will not be obligated to purchase the Property unless these inspections are satisfactory to both the Buyers and HAH.

2. Buyers may not be obligated to pay for any necessary repairs.
3. Seller(s) hereby certify that Seller(s) are not debarred, suspended or subject to a limited denial of participation under 24 CFR part 24.
4. HAH reserve the right to review and approve the Buyer's financing terms and conditions before closing.

SELLER (S)

BUYER (S)

\_\_\_\_\_

\_\_\_\_\_

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

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

## **SECTION 8 HOMEOWNERSHIP PROGRAM**

### **REALTOR FACT SHEET**

The prospective purchaser you are working with may obtain financing under the Section 8 Homeownership Program operated by the Housing Authority of Henderson (HAH). As a condition of qualification for this Program, HAH requires the sales agreement to include the following terms and conditions:

1. The purchase price and other terms of the sale.
2. An opportunity for the purchaser to arrange for a pre-purchase inspection of the property selected and paid for by the purchaser.
3. The purchaser is not obligated to purchase the property unless the pre-purchase inspection is satisfactory to the purchaser.
4. The purchaser may not be obligated to pay for any necessary repairs.
5. A certification from the seller that the seller is not debarred, suspended or subject to a limited denial of participation under 24 CFR part 24.
6. Provide HAH with the right to (i) inspect the home and determine that it meets housing quality standards ("HQS"); (ii) review and approve the pre-purchase inspection report; and (iii) review and approve the financing terms and requirements.

An executed copy of the sales agreement should be promptly provided to the Executive Director. Questions regarding this Program should be directed to:

Bobbie W. Jarrett  
Executive Director  
Housing Authority of Henderson  
111 South Adams Street  
Henderson, Kentucky 42420  
(270) 817-1294

**MORTGAGE RIDER**

THIS MORTGAGE RIDER is made this \_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the Mortgage ("Mortgage") of the same date give by the undersigned ("Borrower") to secure Borrower's Note ("Note") to \_\_\_\_\_ ("Lender") of the same date and covering the property described in the Mortgage and located at: \_\_\_\_\_.

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

Lender, or such of its successors or assigns as may by separate instrument assume responsibility for ensuring compliance by the Borrower with the provisions of this Rider, may require immediate payment in full of all sums secured by the Mortgage if:

- A. All or any part of the property is sold or otherwise transferred by Borrower to a purchaser or other transferee;
- B. Borrower fails to occupy the property described in the Mortgage without the prior written consent of the Housing Authority of HENDERSON ("HAH") and Lender, or their successors or assigns;
- C. Borrower voluntarily encumbers or incurs additional indebtedness secured by the property without prior written consent of HAH and Lender; or
- D. Borrower omits or misrepresents a fact that is material in an application for the loan secured by this Mortgage or the Section 8 Homeownership Program of HAH.
- E. This purchase is being financed with the assistance of HAH. Because of this, if you sell or transfer your home Lender the HAH may demand immediate full repayment of the loan. This could result in foreclosure of your mortgage and repossession of the property. In addition, if you rent the property, or if you committed fraud or have intentionally misrepresented yourself when you applied for the loan, Section 8 rental assistance or Section 8 homeownership assistance, or if you fail to make payments when due on your loan, the Lender may foreclose your Mortgage and repossess the property. If the Lender takes your home through a foreclosure of the Mortgage because of these reasons, the Federal Housing Administration of the U.S. Department of Housing and Urban Development ("FHA"), the Veterans Administration ("VA"), the primary mortgage insurer or the Housing Authority of Henderson will not be able to help you.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions in this Rider.

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of Borrower)

(Signature of Co-borrower)

HAH homeownership policy

## **SECTION XXXVIII.**

### **EIV/UIV POLICY:**

The HUD EIV (enterprise income verification) / UIV (upfront income verification) system will be used as the preferred method of verifying income of new move-ins and current participants of Public Housing (Low Rent) and Section 8 (Housing Choice Voucher) programs.

EIV/UIV information is to be considered confidential and may only be utilized for the intended purpose of verifying income for eligibility and continued eligibility. The EIV/UIV data is subject to the provisions of the Federal Privacy Act (5 U.S.C. §552, As Amended by Public Law No. 104-231, 110 Stat. 3048), The Freedom of Information Act (5 U.S.C. §552, As Amended By Public Law No. 104-231, 110 Stat. 3048), Public Law 108-199, amended 42 USC 653 (j) and any related amendments.

### **PRIVACY ACT REQUIREMENTS:**

Whenever the PHA requests information about a tenant the PHA should ensure the following:

1. The data is only used for verification of tenant income to determine:
  - a. A tenant's eligibility for participation in a rental assistance program
  - b. The level of assistance that they are entitled to receive
2. It is not disclosed in any way that would violate the privacy of the individuals represented in the system.
3. The tenant is notified of the following:
  - a. The PHA's authorization and purpose for collecting the information
  - b. The uses that may be made of the data collected, and
  - c. The consequences to the individual for failing to provide the information
4. On request, the tenant is provided with access to records pertaining to them and an opportunity to correct or challenge the contents of the records.

### **CIVIL PENALTIES ASSOCIATED WITH THE PRIVACY ACT:**

1. A tenant may take legal action against the PHA for the following agency actions:
  - a. Refusal to grant access to a record
  - b. Refusal to amend or correct a record
  - c. Failure to maintain a record with accuracy, relevancy, timeliness or completeness
  - d. Failure to comply with any other provision of the Privacy Act, where there is an adverse effect on the tenant
2. If found liable, the PHA will be required to pay the tenant damages sustained as a result of the agency's action
  - a. Damages sustained as a result of the agency's action
  - b. The costs of the lawsuit, including reasonable attorney fees

**CRIMINAL PENALTIES ASSOCIATED WITH THE PRIVACY ACT:**

A PHA employee can be found guilty of a misdemeanor or a felony if that employee, knowingly and willfully:

1. Discloses a tenant or tenants records to an unauthorized party
2. Maintains a system of records without publishing a public notice
3. Fraudulently represents him/herself to obtain another individual’s records

**DEFINITIONS:**

<b>Authorized User</b>	An authorized user is one who is employed by the HA, has a need to know, and has been authorized WASS access by the Executive Director or his/her designated representative who is the Administrator/Coordinator
<b>Improper Disclosure</b>	The viewing or removal of EIV/UIV data by a/an unauthorized individual(s)
<b>Security Administrator</b>	The HA employee so designated by the Executive Director to monitor and insure users EIV/UIV compliance
<b>WASS</b>	HUD’s Web Access Security System (Secure connection/Secure systems)
<b>Proper Disposal</b>	The disposal of EIV/UIV information by either burning or shredding
<b>Administrator/Coordinator</b>	The HA employee, usually designated by the Executive Director who is responsible for authorizing access to WASS
<b>Need-To-Know</b>	A criterion used in security procedures that requires the custodians of secure information to establish, prior to disclosure, that the intended recipient must have access to the information to perform his/her official duties
<b>Employee</b>	For the purposes of this document “Employee” shall mean a person on the Housing Authority payroll.
<b>EIV</b>	<b>Enterprise Income Verification System</b>
<b>Internet</b>	An interconnected system of networks that connects computers around the world
<b>Intranet</b>	A privately maintained computer network that can be accessed only by authorized persons, especially members or employees of the organization that owns it
<b>Monitor/CRT</b>	A video display attached to a computer that displays information
<b>REAC</b>	<b>Real Estate Assessment Center</b>
<b>Secure System WASS User ID</b>	A secure ID issued to a user enabling access to the system
<b>UIV</b>	<b>Up-Front Income Verification</b> – the verification of income, before or during a family re-examination, through an independent source that systemically and uniformly maintains income information in computerized form for a large number of individuals.

## **STAFF ROLES:**

The Executive Director shall appoint a minimum of (2) Administrator/Coordinators and (2) Security Administrators whose responsibilities are defined herein. The Executive Director shall serve as one of the Administrator/Coordinators and appoint other Housing Authority Administrative employees as Security Administrators.

1. Administrator/Coordinator: The Administrator/Coordinator shall provide each authorized user the following:
  - a. HUD/PHA Access Authorization Form (Form UIV-1b)
  - b. The rules of Behavior and User Agreement Form (Form UIV-3)

Authorized users must safeguard and insure the confidentiality of User Codes and Passwords.

2. Security Administrator: The Security Administrator shall be responsible to insure that all authorized users are utilizing and safeguarding the EIV information. This includes but not limited to:
  - a. Maintain a log of all authorized users. The log shall be updated on a quarterly or more frequent basis.
  - b. Conduct staff training and/or perform a review of the EIV/UIV security procedures on a regular basis but not less than annually and maintain a log for all personnel who have attended.
  - c. Distribute all user guides and security procedures to personnel using EIV system's data.
  - d. Record and report improper disclosure in accordance with the improper disclosure procedure.
  - e. Monitoring EIV system utilization reports
  - f. Insure that locks/combinations are reset regularly, including whenever an employee who had access is no longer employed by the HA.
  - g. Insuring confidentiality of information displayed on monitors
  - h. Insuring the confidentiality of printed EIV reports
  - i. Monitoring file storage areas
  - j. Monitoring the disposal of EIV information
3. Classes of Users: The HA has established the following classes of authorized personnel:
  - a. Employees who must determine income for rent computation purposes for the Public Housing (Low Rent) Program
  - b. Employees who must determine income for rent computation purposes for the Section 8 (Housing Choice Voucher) Program
  - c. Employees who must determine income for rent computation purposes for Move-In purposes (Low Rent & Housing Choice Voucher programs)
  - d. Employees who must determine income for internal quality control purposes
4. Certified Users: All EIV/UIV users (HA staff only) are authorized by the Executive Director or his/her designee and shall have access on a need-to-know basis. Once a need-to-know status does not exist, the authorization will be immediately terminated.

**DISCLOSURE OF EIV SYSTEM TO TENANT:**

1. At move-in and thereafter at each re-certification, the Housing Authority will disclose to the prospective resident or housed resident its intent to make use of the EIV/UIV system. This will include the following:
  - a. An explanation of the EIV/UIV procedure
  - b. How income or EIV multi-subsidy tenant report discrepancies are identified, their effect on rent calculations, and the penalties for committing fraud
  - c. An explanation of how discrepancies are resolved
  - d. What action(s) the HA may seek after determining that income has been unreported, under reported or household members incorrectly reported.
2. All tenant files shall contain a properly completed current HUD-9886 Form or equivalent.
3. EIV/UIV data will be kept in a secure environment.
4. EIV/UIV data will be disposed of by shredding as specified in the disposal section of the policy.

**SECURITY:**

EIV/UIV data will be safeguarded at all times:

1. Monitors: EIV information displayed on Monitors will be safeguarded by:
  - a. Insuring that data displays are only active when the information is being utilized and only when no unauthorized persons are within viewing distance
  - b. When exiting the office, even for short periods, employees will either:
    - i. Screen protect/blank the screen
    - ii. Close and lock the door to the office
2. Printed Reports: Employees will insure that all EIV information in printed format has:
  - a. Been immediately removed from printer trays. This is especially true if the printer utilized is in an unsecured area.
  - b. At no time left unattended.
  - c. Not been left in viewing distance of unauthorized personnel or visitors.
  - d. When not in use been properly filed in a secure filing cabinet located in a designated and locked secure area.
3. Filing: EIV reports may be filed:
  - a. In an “EIV” consolidated file by month, or
  - b. Filed with the tenant file.

**Note:** In either case, the file cabinet must be lockable and located behind a lockable door.

4. The Security Administrator will insure that:
  - a. Locking storage file cabinets and file locations are approved for EIV information, and
  - b. Only staff members who have been previously authorized by the Executive Director may be given keys and/or access to the data. The Security Administrator or designee will maintain a log of users receiving keys to controlled area.

#### **DISPOSITION OF EIV PRINTOUTS AND LOGGING:**

1. Disposition: EIV/UIV will be disposed of by:
  - a. Shredding
2. Logs: The Security Administrator shall maintain a log of which documents were destroyed and the date and time of destruction.

#### **RESOLVING DISCREPANCIES**

The HA requires that all household income is reported by the family as specified in the Admissions and Continued Occupancy Policy (ACOP), lease, and the Section 8 Administrative Plan. These documents are made a part of this policy by reference.

When EIV/UIV information is substantially different (\$200 per month or greater) from the tenant reported and/or third party reported income, or an EIV multi-subsidy tenant report discrepancy the following procedures will be followed:

1. In any case, where staff has relied solely on EIV/UIV data to document the discrepant income or household member information, staff shall submit a third party verification form to the income source, non-custodial parents, courts, school system and other Public Housing Authorities reporting household member duplication.
2. Staff shall review historical data for prior patterns of employment, benefit payments, and/or other income source histories, school records, divorce or separation and child custody agreements, and any other pertinent records.
3. Staff shall discuss the discrepancy with the tenant and the tenant shall be given the opportunity to resolve the discrepancy. Such discussion shall be either verbally or in writing.
  - a. Although the tenant shall be given the opportunity to resolve the discrepancy, the final arbiter shall be either third-party verification or UIV/EIV data, whichever is accurate, unless the tenant can provide documentation that one or both parties' data is incorrect.

- b. If the tenant is able to produce sufficient documentation of incorrect third party and/or UIV/EIV data, staff shall contact the proper personnel in charge of this for resolution.

**REPORTING IMPROPER DISCLOSURES:**

1. Report any evidence of unauthorized access or known security breaches to the Executive Director
2. Document all improper disclosures in writing
3. Report **all** security violations regardless of whether the security violation was intentional or unintentional

## HUD EIV/UIV INFORMATION FORM

In accordance with the Tenant Obligation to Supply PHA/HUD with information (24CFR 960.259 and 982.551) which states:

- The family must supply any information that the PHA or HUD determines is necessary in the administration of the assisted housing programs.
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

The HUD EIV (enterprise income verification) / UIV (upfront income verification) system will be used as the preferred method of verifying income of new move-ins and current participants of Public Housing (Low Rent) and Section 8 (Housing Choice Voucher) programs.

EIV/UIV information is to be considered confidential and may only be utilized for the intended purpose of verifying income for eligibility and continued eligibility. The EIV/UIV data is subject to the provisions of the Federal Privacy Act (5 U.S.C. §552, As Amended by Public Law No. 104-231, 110 Stat. 3048), The Freedom of Information Act (5 U.S.C. §552, As Amended By Public Law No. 104-231, 110 Stat. 3048), Public Law No. 108-199, 42 USC 653 (j) and any related amendments.

The information derived from the EIV/UIV system will be protected to ensure that it is utilized solely for official purposes. The following rules apply to the disclosure of UIV Data:

- The PHA will not disclose (or re- disclose) UIV data to any third parties (UIV data is property of the Federal Government and protected by the Federal Privacy Act).
- HUD Office of Inspector General (OIG) & Auditors may review file folder contents for audit and investigative purposes.
- The PHA may provide UIV data to the individual (only) to whom the record pertains.
- UIV data of minors may be provided to the minor's parent or guardian.
- UIV data of adult children may not be provided to the Head of Household.

No adverse action can be taken against a resident until the Housing Authority of Henderson has independently verified the EIV/UIV information and the resident has been granted an opportunity to contest any adverse finding through the established grievance procedure. The consequences of adverse findings may include the Housing Authority of Henderson requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

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Tenant Signature

---

Social Security Number

---

Date

## EXHIBIT A

### SECTION 8 PREFERENCE

#### LIVING AND/OR WORKING IN HENDERSON COUNTY PREFERENCE

This preference is given to family applicants, including elderly, near elderly, disabled and displaced persons (as defined in Section IV, #25 of this policy) who live in Henderson County. This preference is given to out of town residents employed in Henderson County in a job that generates taxable income as verified by the following:

- Current pay stub
- Income tax documents

This preference is given to applicants currently enrolled in educational, training or upward mobility programs in Henderson.

**Note: A single person, who is not elderly, near elderly or disabled, is not included in this preference.**

#### Displaced Person(s):

Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief Laws.

1. Victims of a Natural Disaster who were prior to the disaster receiving assistance from public housing or housing choice voucher program.
2. Victims of a Natural Disaster who were not prior to the disaster receiving assistance from public housing or housing choice voucher program.

#### Domestic Violence:

The Housing Authority of Henderson has long recognized the needs of victims of domestic violence by making that one of the preferences for admission. The Housing Authority is committed to these victims, as well as members of their immediate family, and to compliance with the VAWA law. The Housing Authority will require a certification as to the incident(s) of violence. All information and certification(s) obtained by the Housing Authority shall be kept confidential.

## EXHIBIT B

### REASONABLE CHILD CARE ALLOWANCE

Expenses are amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his/her education and only to the extent such expenses are not reimbursed. In the case of child care necessary to permit employment, the amount deducted must be verified and reflect reasonable charges as described in the chart below and shall not exceed the amount of income received from such employment. The PHA will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult who is not capable of caring for a child because of a disability or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare.

#### Reasonable Weekly Child Care Expenses as determined by this PHA

One Child Weekly Amount	Two Children Weekly Amount	Three Children Weekly Amount
\$95.00	\$148.75	\$212.50

## EXHIBIT C

### **CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, OR STALKING**

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

OMB Approval No. 2577-0249  
Exp. (05/31/2007)

**Public reporting burden** for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

**Purpose of Form:** The Violence Against Women and Justice Department Reauthorization Act of 2005 protects qualified tenants and family members of tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** A family member must complete and submit this certification, or the information that may be provided in lieu of the certification, within 14 business days of receiving the written request for this certification by the PHA, owner or manager. The certification or alternate documentation must be returned to the person and address specified in the written request for the certification. If the family member has not provided the requested certification or the information that may be provided in lieu of the certification by the 14th business day or any extension of the date provided by the PHA, manager and owner, none of the protections afforded to victims of domestic violence, dating violence or stalking (collectively "domestic violence") under the Section 8 or public housing programs apply.

Note that a family member may provide, in lieu of this certification (or in addition to it):

- (1) A Federal, State, tribal, territorial, or local police or court record; or
- (2) Documentation signed by an employee, agent or volunteer of a victim service provider, an attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation.

---

### **TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE:**

**Date Written Request Received By Family Member:** \_\_\_\_\_

**Name of the Victim of Domestic Violence:**

\_\_\_\_\_

**Name(s) of other family members listed on the lease**

\_\_\_\_\_

**Name of the abuser:**

\_\_\_\_\_

**Relationship to Victim:** \_\_\_\_\_

**Date the incident of domestic violence occurred:** \_\_\_\_\_

**Time:** \_\_\_\_\_

**Location of Incident:** \_\_\_\_\_

Name of victim:

---

Description of Incident:

[INSERT TEXT LINES HERE]

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence or stalking and that the incident(s) in question are bona fide incidents of such actual or threatened abuse. I acknowledge that submission of false information relating to program eligibility is a basis for termination of assistance or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

All information provided to a PHA, owner or manager relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence by an owner and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

Form HUD-50066  
(11/2006)

EXHIBIT D

2004  
Census  
Test

United States  
Census  
2010

LANGUAGE IDENTIFICATION FLASHCARD

<input type="checkbox"/> وضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.	1. Arabic
<input type="checkbox"/> Թայպոս՝ հայկերէնի կամ արարաբաբոյնի կրկնապատկերը կրկնապատկերը:	2. Armenian
<input type="checkbox"/> বাংলা ভাষা বলি বা গণক ভাষা এই দুই ভাষা কোন ভাষা	3. Bengali
<input type="checkbox"/> ខ្មែរ ភាសា ខ្មែរ ឬ ភាសា ខ្មែរ ក្នុង ប្រទេស កម្ពុជា	4. Cambodian
<input type="checkbox"/> Metka Chamorro ya pangia imbangna' manani' palilak' umu' komoros Chamorro.	5. Chamorro
<input type="checkbox"/> 如未阅读或讲中文或讲中文，请选择此框。	6. Simplified Chinese
<input type="checkbox"/> 如只知繁体中文或讲中文，请选择此框。	7. Traditional Chinese
<input type="checkbox"/> Črna ili ova kvadrata ako čine ili govore hrvatski jezik.	8. Croatian
<input type="checkbox"/> Značíte toto kolienka, píšú si číta a hovoria česky	9. Czech
<input type="checkbox"/> Kies dit veldje aan als u Nederlands kunt lezen of spreken.	10. Dutch
<input type="checkbox"/> Mark this box if you read or speak English.	11. English
<input type="checkbox"/> اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.	12. Farsi



<input type="checkbox"/>	A simulo este quantidade de voçê lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Înșirați numele limbii din care vorbiți românește.	27. Romanian
<input type="checkbox"/>	Напишите имя иностранного языка, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обозначте язык, на котором вы читаете или говорите сербским языком.	29. Serbian
<input type="checkbox"/>	Današtie tento števček, ali ste od čudalobe hovoríte po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta cifra si lee o habla español.	31. Spanish
<input type="checkbox"/>	Marka sa ang mga kategorya ng mga kopya ng manunong, ang mga ito nagsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	Bitte schreiben Sie die Sprache an, in der Sie lesen oder sprechen können.	33. Thai
<input type="checkbox"/>	Marka i Te pahin ni kapangalan ka lang sa ia salungat.	34. Tongan
<input type="checkbox"/>	Відпишіть ім'я мови, якою ви читаете або говорите українською мовою.	35. Ukrainian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس نامے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị hiểu đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	עצמו אמה הן מן שפתו ומה שיש לו שפתו	38. Yiddish

**MAINTENANCE POLICY AND PROCEDURES**

**FOR THE**

**HOUSING AUTHORITY OF HENDERSON**

**November 14, 2003**

Revised October 20, 2008

## 1.0 INTRODUCTION

The Housing Authority of Henderson desires to provide exceptional customer service in order to serve the needs of our residents in a timely and professional manner. Quality service and integrity is the Maintenance Departments number one goal.

The Maintenance Division of the Housing Authority of Henderson is responsible for managing the maintenance function in the most cost effective manner possible while maximizing the useful life of Authority properties.

The structure of the Maintenance Department is as follows:

- A. **Maintenance Supervisor:** Schedules, works in and oversees the daily operation of the Asset Management Property (AMP) assigned.
- B. **Maintenance Mechanic:** A skilled mechanic able to make needed repairs, installations, and building maintenance on all Housing Authority properties.
- C. **Maintenance Aide:** A semi-skilled mechanic able to make needed repairs, available to assist the maintenance mechanic, prepares vacant units for rental, preventive maintenance and responsible for the maintenance and upkeep of all Housing Authority grounds.
- D. **Painter:** Responsible for interior and exterior painting of residential units, offices, Community buildings, and equipment of the Authority. Performs custodial, inspection minor work items and preventive maintenance.
- E. **Maintenance Clerk/Inventory:** Performs routine functions of the Maintenance Department including, work order request and processing, computation of parts and labor, and other clerical duties.

The following policy statements are designed to establish the structure of an effective and efficient maintenance system. The Housing Authority of Henderson maintenance system shall include the following components:

- A. A system of priorities for work requests;
- B. Comprehensive working procedures;
- C. Performance goals;
- D. A work order system;
- E. A skills training program; and

By developing a maintenance system that has these components in place, the authority will have the tools it needs to control the performance of maintenance work at the HHA.

## ***1.1 DEVELOP PROCEDURES***

The Maintenance Supervisor will ensure that there are sufficient clear procedures in place to allow staff to implement this maintenance policy statement. All procedures will include the following:

- A. A statement of purpose;
- B. The job classification(s) of the staff member(s) responsible for carrying out the activities in the procedure;
- C. Any forms needed to carry out the activities; and
- D. Preventive maintenance updated annually.

After their adoption, maintenance procedures will be reviewed and updated at least annually.

## ***1.2 PRIORITY SYSTEM***

The work priorities adopted by the HHA exemplify its philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities of the HHA are the following:

- A. Emergencies
- B. Scheduled Operations and Services (Work Orders)
- C. After Hour Work Orders
- D. Preventative Maintenance
- E. Vacancy Preparation
- F. Resident On-Demand Requests

Placing planned maintenance and vacancy preparation work ahead of resident work requests does not indicate that resident requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing scheduled routine and preventive work first. By doing so the Authority will decrease on-demand work and maintain the property in a manner that will keep and attract good tenants.

### ***1.3 DEVELOP PERFORMANCE STANDARDS AND GOALS***

The Maintenance Supervisor will establish measures that will allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards the Housing Authority will take into consideration certain factors:

- A. Local housing codes;
- B. Uniform Physical Condition Standard (UPCS);
- C. Public Housing Assessment System (PHAS) (REAC) Physical Inspection score;

These standards and goals will be used to evaluate current operations and performance and to develop strategies to improve performance and meet the standards that have been set.

### ***1.4 WORK ORDER SYSTEM***

The HHA shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, days to complete, and hours to perform. This information is required for the Authority to plan for the delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and activities performed by maintenance staff must be recorded on work orders. All work orders are subject to a Quality Assurance Control review performed by the Executive Director or designee. (See Attachment A)

Work orders will contain, at a minimum, the following information:

- A. Preprinted number
- B. Source of request (planned, inspection, resident, etc.)
- C. Priority assigned
- D. Location of work

- E. Date and time received
- F. Date and time assigned
- G. Worker(s) assigned
- H. Description of work requested
- I. Description of work performed
- J. Resident charge

## **1.5 TRAINING**

In order to allow its staff members to perform to the best of their abilities, the HHA recognizes the importance of providing the staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures.

## **2.0 MAINTAINING THE PROPERTY**

All maintenance work performed at Housing Authority properties can be categorized by the source of the work. Each piece of work originates from a particular source an emergency, the routine maintenance schedule, the preventive maintenance schedule, a unit inspection, a unit turnover, or a resident request.

### **2.1 EMERGENCY WORKORDERS**

Emergencies are the highest priority source of work. The HHA will consider a work item to be an emergency if the following occur:

- A. The situation constitutes a serious threat to the life, safety or health of residents or staff; or
- B. The situation will cause serious damage to the property structure or systems if not repaired within twenty-four (24) hours.

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with his or her supervisor. If a supervisor is not available, the employee will use his or her best judgment to make the decision.

For emergencies that occur after regular working hours, the HHA shall have a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee in charge after hours.

The employee shall have access to Authority materials and supplies. The designated employee shall prepare a work order and report on any emergency the next working day.

## **2.2 ROUTINE WORK ORDERS**

Routine work orders are called in daily by Housing Authority residents. Most work orders are completed the same day they are reported.

## **2.3 AFTER HOUR WORK ORDERS**

A Maintenance Mechanic is on-call at all times after normal business hours. Work orders called in are responded to within one hour unless the work order can be held until the next business day. The on-call mechanic reports all after hour calls received to the Maintenance Supervisor on the next business day.

## **2.4 PREVENTIVE MAINTENANCE PROGRAM**

Preventive maintenance is part of the planned or scheduled maintenance program of the HHA. The purpose of the scheduled maintenance program is to allow the Authority to anticipate maintenance requirements and make sure the Authority can address them in the most cost-effective manner. The preventive maintenance program focuses on the major systems that keep the properties operating. These systems include heating and air conditioning, electrical, life safety and plumbing.

### **A. General Operating Systems**

The heart of any preventive maintenance program is a schedule that calls for the regular servicing of all systems. The development of this schedule begins with the identification of each system or item that must be checked and serviced, the date it must be serviced, and the individual responsible for the work. The servicing intervals and tasks for each system must be included in the schedule. The completion of all required tasks is considered a high priority for the HHA.

The systems covered by the preventive maintenance program include but are not limited to:

1. Emergency lighting
2. Exhaust fans

3. Exterior building inspections
4. Fire extinguishers and other life safety systems
5. Furnaces
6. Mechanical equipment and vehicles
7. Sanitary Drains
8. Air Conditioning equipment
9. Utilities
10. Generators

A specific program will be developed for each system. This program shall include a list of the scheduled service maintenance for each system and the frequency and interval at which that service must be performed. The equipment and materials required to perform the service will be listed as well so that they will be on hand when needed. An assessment of the skills or licensing needed to perform the tasks will also be made to determine if an outside contractor must be used to perform the work. The preventive maintenance schedule must be updated each time a system is added, updated, or replaced.

**B. Roof Repairs/ Replacement**

Maintenance of roofs requires regular inspections by knowledgeable personnel to ensure that there is no unauthorized access to roof surfaces and that there is good drainage, clear gutters and prompt discovery of any deficiencies.

The Maintenance Supervisor is responsible for the development of a roof maintenance plan that includes these features:

1. The type, area, and age of roof
2. Warranties and/or guarantees in effect
3. Company that installed the roof
4. Expected useful life of roof
5. History of maintenance and repair
6. Inspection schedule

The authority maintenance staff will usually undertake only minor roof repairs. Roofs that have serious problems and are no longer under warranty, the repairs will be addressed in the HHA Capital Fund 5 year plan.

C. Vehicle/Equipment Maintenance

The HHA will protect the investment it has made in vehicles and other motorized equipment by putting in place a comprehensive maintenance program. The vehicles and equipment to be covered include:

1. Cars, trucks and vans
2. Tractors
3. Power Buggy
4. Leaf blowers
5. Weed cutters
6. Lawn mowers
7. Chain saws
8. Snow plows

The Maintenance Supervisor is responsible for the development of this plan, which shall contain components for minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.

The Administrative Assistant/Personnel Director shall also maintain a system to ensure that any employee that operates a vehicle or piece of motorized equipment has the required license or certification.

D. Lead-Based Paint

The HHA is committed to controlling lead-based paint hazards in all its dwellings, especially family dwellings constructed before 1978. If any hazards are discovered, the Authority will develop a plan to abate the hazard. The Maintenance Supervisor shall have the authority and responsibility to direct all activities associated with lead hazard control. The control plan will include such activities as:

1. Detecting the possible presence of lead paint;
2. Protection of residents and workers from lead-based paint hazards;
3. Surface protection of non-painted surfaces;
4. Equipment use and care;
5. Paint quality; and
6. Method of application.

C. Life Safety Systems

The HHA shall have a comprehensive program for maintenance of life safety systems to ensure that they will be fully functional in the case of an emergency. The Maintenance Supervisor shall be responsible for the development and implementation of a schedule that includes the inspection, servicing and testing of this equipment. The equipment to be included in the plan includes the following:

1. Fire extinguishers
2. Emergency lighting
3. Emergency generators
4. Smoke detectors

The plan will include the required testing and servicing as required by manufacturer's recommendations. It will also include a determination of the most reliable and cost effective way to perform the work including the decision to hire a contractor.

## **2.5 *PREPARE VACANT UNITS FOR REOCCUPANCY***

It is the policy of the HHA to reoccupy vacant units as soon as possible. This policy allows the Authority to maximize the income produced by its properties and to operate attractive and safe properties.

The Maintenance Supervisor is responsible for developing and implementing a system that ensures an average turn-around time of seven (7) calendar days. In order to do so, he or she must have a system that can perform the following tasks:

- A. Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and
- B. Control work assignments to ensure prompt completion.

The maintenance procedure for reoccupying vacant units relies on the prompt notification by management of the vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing the unit.

The Maintenance Supervisor has the ability to create special teams for vacancy turnaround or to hire contractors when necessary to meet Authority goals.

## **2.6 RESIDENT ON-DEMAND SERVICE**

This category of work refers to all resident generated work requests that fall into no other category. These are non-emergency calls made by residents seeking maintenance service. These requests for service cannot be planned in advance or responded to before the resident calls.

Unless the HHA disagrees with the reasonableness of a request, it is the policy of the HHA to complete a work request within 30 days. However, unless a request is an emergency or entails work that compromises the habitability of the unit, a request will not be given a priority above scheduled routine and preventive maintenance. By following the procedure, the HHA believes it can achieve both good resident service and a maintenance system that completes the most important work first and in the most cost-effective manner.

## **2.7 INSPECTION PROGRAM**

The HHA'S goals of efficiency and cost-effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the inspection of all areas of the Authority's facilities -- the dwelling units, the grounds and building exteriors, and major service systems.

- A. Dwelling Unit Inspections

The unit inspection system of the HHA has two primary goals:

1. To assure that all dwelling units comply with standards set by HUD and local codes; and
2. To assure that the staff of the HHA knows at all times the condition of each unit for which it is responsible.

For all non-emergency inspections, the Resident shall be given at least two (2) days written notice of the inspection.

The maintenance and management staff shall perform the unit inspection program of the HHA. During each inspection, the staff shall perform specified preventive and routine maintenance tasks. Any other work items noted at the time of the inspection will be documented on the HHA inspection form. The maintenance staff shall endeavor to complete all inspection-generated work items within 30 days of the inspection.

All maintenance staff is responsible for monitoring the condition of dwelling units. Whenever a maintenance staff member enters a dwelling unit for any purpose, such as completing a resident request for service or accompanying a contractor, he or she shall report any required work he or she sees while in the apartment. These work items shall also be converted to a service request within twenty-four hours of discovery.

#### B. Building and Grounds Inspections

Regular inspections of the property grounds and building exteriors are required to maintain the curb appeal of the property. This curb appeal is required to maintain the attractiveness of the property for both current and prospective residents. The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any HUD or locally required standards. The existence of these standards shall not prevent the Housing Authority from setting a higher standard that will make the property more competitive in the local market.

Building and grounds inspections must cover these areas:

1. Hallways
2. Stairwells
3. Community room and other common space such as kitchens or public restrooms
4. Laundry facilities
5. Lobbies

6. Common entries
7. Basements
8. Grounds
9. Porches or patios
10. Parking lots
11. Sidewalks and fences
12. Lawns, shrubs and trees
13. Building foundations

An inspection will be done monthly for common areas and building exteriors and grounds. The HHA will complete all inspection-generated work items within thirty (30) days of the inspection.

Nothing in this policy shall prevent any HHA staff member from reporting any needed work that they see in the regular course of their daily activities.

#### C. Systems Inspections

The regular inspection of all major systems is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventive maintenance program in some areas. To the extent that inspections, in addition to those required for scheduled service intervals, are needed, they will be a part of the inspection schedule.

#### D. Real Estate Assessment Center (REAC) Inspections

The U.S Department of Housing and Urban Development (HUD) contracts with a Private company to conduct a Uniform Physical Condition Standard (UPCS) inspection of all Housing Authority properties including, grounds and building systems.

E.

Schedule of Inspections

Semi-Annual Inspections:

January - Fagan/Dixon & Ingram Apartments, 423 South Ingram and 303/305 Fagan Street

February - No Inspections

March - Lawndale Apartments

April - Madison/8th Street and 740,750,752 and 754 Apartments

May - Dixon Apartments

June - 840 North Adams Apartments

July - Fagan/Dixon & Ingram Apartments, 423 South Ingram and 303/305 Fagan

August - No Inspections

September - Lawndale Apartments

October - Madison/8th Street and 740,750,752 and 754 Apartments

November - Dixon Apartments

December - 840 North Adams Apartments

HUD REAC Inspections:

Every two years

## **2.8 SCHEDULED ROUTINE MAINTENANCE**

The HHA includes in this work category all tasks that can be anticipated and put on a regular timetable for completion. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property.

### **A. Pest Control/Extermination**

The HHA will make all efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Maintenance Supervisor will determine the most cost-effective way of delivering the treatments whether by contractor or licensed Authority personnel.

Resident cooperation with the extermination plan is essential. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least two (2) days before treatment and the notification will be in writing and will include instructions that describe how to prepare the unit for treatment.

B. Landscaping and Grounds

The HHA will prepare a routine maintenance schedule for the maintenance of the landscaping and grounds of its properties that will ensure their continuing attractiveness and marketability.

Routine grounds maintenance includes numerous activities:

1. Litter control
2. Lawn care
3. Maintenance of driveways, sidewalks and parking lots
4. Care of flower and shrubbery beds and trees
5. Maintenance of playgrounds, benches and fences
6. Snow removal (when required by climate)

The Maintenance Supervisor shall be responsible for the development of a routine maintenance schedule that shall include the following:

1. A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards;
2. A list of tasks that are required to maintain that standard and the frequency with which the tasks must be performed; and
3. The equipment, materials, and supplies required to perform the tasks and a schedule for their procurement.

C. Building Exteriors and Interior Common Areas

The appearance of the outside of Authority buildings as well as their interior common areas is important to their marketability. Therefore, the HHA has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

1. Lobbies
2. Hallways and stairwells
3. Elevators

4. Public restrooms
5. Lighting fixtures
6. Common rooms and community spaces
7. Exterior porches and railings
8. Building walls

The Maintenance Supervisor is responsible for the development of a routine maintenance schedule for building exterior and interior common areas.

#### D. Interior Painting

The appearance and condition of the paint within each unit is important to unit condition and resident satisfaction. Accordingly, the HHA will develop a plan to ensure that interior paint in resident dwelling units is satisfactorily maintained.

As part of this plan painting standards will be developed that include:

1. Surface preparation
2. Protection of non-painted surfaces
3. Color and finish
4. Paint quality
5. Approved methods of application

The plan will set out the conditions for the consideration of a painting request. These standards include the period of time that has elapsed since the last time the unit was painted.

### **3.0 CONTRACTING FOR SERVICES**

The HHA will contract for maintenance services when it is in the best interests of the Authority to do so. When the employees of the Authority have the time and skills to perform the work at hand, they will be the first choice to perform a given task. When the employees of the Authority have the skills to do the work required, but there is more work than there is time available to complete it, the Housing Authority will determine whether it is more cost effective to use a contractor to complete the work. If the Authority

staff does not have the skills to complete the work, a contractor will be chosen. In the last instance, the Authority will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in the HHA Procurement Policy will be used. These procedures vary depending on the expected dollar amount of the contract.

The Maintenance Supervisor will work with the Procurement Department to facilitate the contract award. The Executive Director will oversee the entire process and establish the contribution that the Maintenance Department will make to the work. The most important aspect of the bid documents will be the specifications or statement of work. The clearer the specifications the easier it will be for the Authority to get the work product it requires.

#### **4.0 INVENTORY**

- A. Asset Numbers: All Housing Authority property is issued an asset number. These numbers and a description of the property is kept on file in the Housing Authority computer system. This asset number inventory system is updated by the maintenance/inventory clerk.
- B. Issuing of Supplies: All supplies are issued to the maintenance staff by the maintenance clerk or the maintenance supervisor's designee. All items removed from the maintenance warehouse are removed from the computer inventory system. This system is updated and supplies and parts are restocked.

#### **5.0 VEHICLE POLICY FOR EMERGENCY MAINTENANCE PERSONNEL**

The weekend on-call maintenance employee shall be allowed to take home the company vehicle that contains the work tools needed in order to respond to emergency maintenance calls. (This is covered under our insurance.) This enables the on-call maintenance employee to respond more quickly to an emergency call by eliminating the time-consuming procedure of securing the vehicle from the Authority's premises.

Vehicles are to be used for Authority business only. Any other use shall require prior approval from the Executive Director or his/her designee.

## **6.0 HOUSING AUTHORITY EQUIPMENT**

The use of any of the Authority's equipment, tools for any purpose other than carrying out the normal official duties is strictly forbidden on or off of the Housing Authority premises unless prior approval is given by the Executive Director or his/her designee.

All equipment, tools, etc. must be signed out prior to use and returned within 48 hours. All employees are held accountable for assigned equipment.

## **7.0 KEY POLICY**

The Housing Authority of Henderson hereby implements the use of the following key policy for the purpose of identifying those persons who are authorized to possess keys for storage file cabinets and agency buildings and to set forth procedures for distribution and return of said keys.

- A. The Executive Director or designee shall be responsible for the issuance of all file cabinet and building keys and shall maintain proper documentation of said issuance and return of keys. Written authorization from the appropriate department heads shall be required prior to the issuance of any keys to file cabinets or agency buildings. Anyone receiving a key must sign for the key upon issuance or return.
- B. For the purpose of this procedure, the term "master key" shall be defined as a key that will permit access to more than one apartment or building.
- C. Only the following employees of the Housing Authority may possess a full set of master keys: Executive Director, Maintenance Director, Maintenance Supervisor, Project Managers, Maintenance Mechanics, on call personnel.
- D. Other maintenance personnel shall be issued master keys based upon their assigned sites.
- E. Property management employees shall be issued master keys for the sites they are assigned to.
- F. Employees possessing file cabinet or master keys shall use precautionary measures at all times to insure that said keys are not lost or stolen. After business hours, all keys should be left in locked Housing Authority offices when practical.
- G. Upon separation of employment, all keys shall be immediately returned to the Housing Authority. In the event that an employee is on an extended period of leave (one week or longer), all keys shall be left with his/her supervisor until the employee returns.

- H. No keys shall be duplicated under any circumstance by anyone other than those Housing Authority of Henderson employees authorized to make keys.
- I. Failure to abide by the provisions of this policy shall result in disciplinary action, including the possibility of termination.

**ACKNOWLEDGMENT OF RECEIPT OF KEYS**

I \_\_\_\_\_ acknowledge receipt of  
(Print Employee Name)

a key to the \_\_\_\_\_  
(State File Cabinet, Door or Master Key)

I understand that I:

- 1. Must not make unauthorized copies of key.
- 2. Must safeguard the key and not give it to anyone else.
- 3. Must not use the key to give access to unauthorized persons.

I also understand that unauthorized disclosure of Enterprise Income Verification (EIV) data can result in a felony conviction punishable by a fine of up to \$5,000 and/or imprisonment up to five (5) years, as well as civil penalties. Also, unauthorized inspection of EIV data can result in a misdemeanor penalty of up to \$1,000 and/or one (1) year imprisonment, as well civil penalties.

\_\_\_\_\_  
Signature of Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Executive Director or Designee

\_\_\_\_\_  
Date



## 8.0 SAFETY

The Authority expects its employees to conduct themselves in a safe manner. Please use good judgment and common sense in matters of safety, observe any posted safety rules, and follow all OSHA and state safety regulations. The Amp 1 Maintenance Supervisor is designated as the Safety Officer and any problems or comments should be directed toward this employee.

The Authority shall take all reasonable measures to provide for the health and safety of its employees while they perform authorized work duties and provide for leave for employees injured while performing assigned work. Employees shall be covered by Worker's Compensation Insurance.

### A. Working Conditions

1. All work areas shall be arranged in a manner designed to promote safety and prevent accidents.
2. Employees that perform hazardous task shall be provided necessary safety equipment such as goggles, safety belts, etc.
3. First-aid kits shall be maintained in appropriate readily accessible locations for use in treating minor injuries or illnesses.
4. Employees must wear seat belts when operating a Housing Authority vehicle.
5. Employees must not talk on cell phones while operating Housing Authority vehicles.

### B. Safety Pointers

1. Know your job.
2. Be alert to unsafe conditions or unsafe employees, report both to supervisor
3. Keep all tools, machines, and equipment in good working condition.
4. Cooperate with fellow employees.
5. Offer constructive suggestions on safety.
6. Practice on-the-job housekeeping.
7. Ask your supervisor if you are in doubt.
8. Don't forget about safety when you leave work.

If injured on the job, the employee is required to report the accident to the maintenance supervisor immediately, when possible, but in all cases no later than 24 hours after the injury is incurred. The maintenance supervisor must ensure that a written report of the accident and injury is then completed and turned in to the Personnel Director on a timely basis.

It is the intent of the Authority to make all jobs as safe as possible. All employees are required to take every reasonable precaution to prevent accidents to themselves, their fellow employees, and the public. See Attachment B for Safety Rules.

# QUALITY ASSURANCE LOG

NAME \_\_\_\_\_

<b>Date Number</b>	<b>Talked To</b>	<b>Address</b>	<b>Date of W/O</b>	<b>W/O</b>

# WORK ORDER QUALITY CONTROL REVIEW

This form is for determining the quality of service received when maintenance has been requested.

Reviewer \_\_\_\_\_ Date \_\_\_\_\_

## GENERAL INFORMATION

**Resident** \_\_\_\_\_ **Unit Number** \_\_\_\_\_

**Resident Call-In Maintenance**

**Annual Inspection**

**Preventative**

**Effective Date of Work** \_\_\_\_\_ **Maintenance Person** \_\_\_\_\_

**Work Order Date** \_\_\_\_\_ **Work Order Number** \_\_\_\_\_

Questions to ask resident by quality control inspector when work order has been completed:

\_\_\_\_\_ Yes \_\_\_\_\_ No Was the person who took your request for maintenance service courteous?

\_\_\_\_\_ Yes \_\_\_\_\_ No Was the maintenance person responding to the call courteous?

\_\_\_\_\_ Yes \_\_\_\_\_ No Was the problem correctly identified?

\_\_\_\_\_ Yes \_\_\_\_\_ No Was it an Emergency call?

\_\_\_\_\_ Yes \_\_\_\_\_ No If it was an emergency, was it completed within 24 hours?

\_\_\_\_\_ Yes \_\_\_\_\_ No If not an emergency, did they arrive in a timely fashion?

\_\_\_\_\_ Yes \_\_\_\_\_ No  
please explain:

Was the damage caused by the resident or any guest? If yes,

---

\_\_\_\_\_ Yes \_\_\_\_\_ No

Did the maintenance person clean up after himself?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Were you home when the work was performed?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Was the work performed satisfactory? If not, please explain:

---

\_\_\_\_\_ Yes \_\_\_\_\_ No  
order?

If the work was not satisfactory, did you submit another work

## **Attachment B**

### **SAFETY RULES**

#### **A. CHAIN SAWS**

1. Knowledge of the operation of chain saws is a must. The main cause of injury by chain saws is kickback. Prevention of this cause can be obtained by knowledge gained from reading and applying operating procedures which is furnished when purchase of saw occurs. The engine torque is transferred to the chain when operating a chain saw. Tip contact may kick the bar back and up towards the operator. Also pinching the chain along top of the bar may do the same thing.
2. Always use a firm grip by holding the saw firmly with both hands while the saw is running, wrapping your fingers tightly around the handles, keeping the handles cradled between the thumb and forefingers. Never use the saw with one hand.
3. Gloves, hearing protection and safety glasses shall be worn while operating the saw.
4. Clear the area around you from obstructions before cutting.
5. Never operate the saw with the starting throttle lock engaged. Always operate at high speeds.
6. Position of the body while cutting is important. When using a ladder, always use proper safety devices. Never operate a saw while standing on tree limbs or any insecure support and never over-reach or cut above shoulders.
7. Clear areas of all other personnel before cutting.
8. Even when chain is not operating, keep all parts of the body away from saw while it is running.
9. Start engine in a safe and proper manner, using a firm ground or other solid surface to place it on. Never drop start a chain saw.
10. Never carry saw from one place to another while engine is running.
11. Never lay a chain saw down without cutting it off.
12. Make sure the saw is operated in an area with plenty of ventilation. Do not operate a chain saw inside a building.
13. Always keep saw handles clean and dry to prevent hands from slipping.

14. Do not start engine within 25 feet of fueling place and never refuel with engine running or hot.

15. Be sure to use properly mixed fuels and store mixed fuel in a proper container with proper label.

## **B. CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT**

1. Proper clothing is important to safety. It must be free to give complete use of hands and feet, and not interfere with vision nor hearing and give adequate protection.

2. The Housing Authority recommends that persons working outside wear head covering as furnished by the Housing Authority. When engaged in work which could actually tend to cause damage, safety glasses shall be worn, keeping same clean and in good repair. Contact lenses are not themselves safety protective devices.

3. When working around open flames or machinery, or performing any type burning operations, long hair or beards can be a hazard. Hair must not be worn so as to interfere with sight or hearing.

4. If corrective vision devices are mandatory, you are urged to purchase safety glasses with snap on and off side safety shields.

5. Employees shall wear shirts and long pants which provide protection from sun, insects, abrasions, or scratches. Shirts must have at least quarter-length sleeves and cover complete torso. Shirts must not be unbuttoned, torn, or clothes too baggy. Shirt tails must be tucked inside trousers. If wearing longsleeved shirts, cuffs must be buttoned or sleeves rolled up.

6. Neck jewelry or neckties are forbidden while working around machinery or equipment which has a possibility of entanglement involved. Finger rings, with the exception of a plain wedding band, are prohibited when working around machinery or equipment.

7. Working outside calls for shoes which have good traction and can withstand punctures from sharp objects. While on work duty you are urged not to wear the following type shoes: tennis, jogging, sandals, loafers, cloth, cowboy boots, any type bedroom shoes and shoes which are badly worn or have holes in them.

8. When wearing raincoats or overcoats, employees must be extra careful not to let them get caught in equipment or machinery.

9. Gloves must be worn when employees are subjected to injury and clothes must not be oil-soaked or greasy.

### **C. ELECTRICAL HAZARDS**

1. Use all safety precautions available when approaching electrical lines which are down. Remember to treat all power lines the same.....dangerous. They should all be treated as being live and as the same voltage as the power supply line.

2. Never use wire, wet rope, steel tape line or linen tape with metal reinforcement to measure the height of any wire line. It is extremely dangerous if any of these types should come in contact with an electrical line.

3. DO NOT use water to extinguish fires near energized electrical equipment or apparatus unless you are certain that the power source has been cut off. Using a stream of water on electrical wire is prohibited. Even when wire is insulated or has a covering on it does not mean safe and sure protection. Even when using rubber gloves, line hose and blankets, you must still use extreme caution.

4. The Housing Authority purchasing agent has the responsibility of making sure rubber gloves are purchased and issued and that they are “roll” tested and comply with all related safety standards.

5. If working with or near high voltage or live electrical lines and equipment, employees must insure that they rid themselves of any metal articles, such as, but not limited to, tools, pocket knives, watches, keys, etc. Work on electrical lines or equipment must be performed by qualified persons. These persons must insure that no one else is in contact with any line or object that may cause shock or injury. Use extra precautions when it appears there is trouble in high tension lines as in a cross. Those who assist qualified personnel must adhere to all safety regulations and use extreme caution.

6. NEVER use metal tools when digging near or in the vicinity of underground electric wire or apparatus.

7. The circuits should be de-energized when performing work on alternating current circuits. When any circuits are opened for work, the power control device shall be locked or blocked open, and shall be protected by proper tags or other approved devices and these devices should be removed only by same workman craft that put them on.

8. When setting up emergency generators or power sources, insure that wires normally feeding energy from other sources are disconnected.

9. Upon discovery of an electrical line being down, the first thing to do is to contact the proper authority. Then continue to stand by to prevent others from touching wire until the proper authorities arrive.
10. Never operate electrical tools with an extension cord that is kinked. Make sure all extension cords are safe before using.
11. Insure that service switch is opened before handling fuse and NEVER fuse electrical circuits in excess of the prescribed wire capacity.
12. Before cutting into or drilling into a wall sure the wall is free of live wires. Obtain blueprints to determine where wires are located, if necessary.
13. Never operate electrical tools in or around water.

#### **D. EXCAVATIONS, TRENCHING AND SHORING**

1. Before starting excavations, determination as to the presence of any utility lines underground is required. Take all necessary precautions in avoiding these utility lines.
2. When digging up a line, either sewer or water, make sure the sides of the hole are sloped so there will be no slide back to the line which is being uncovered. Assure at least a 45 degree ANGLE. The type of soil which is involved must be taken into consideration when figuring the angle of the side of the hole.
3. When digging the soil out of the hole, place it a safe distance from the hole to avoid added weight causing additional cave-ins.
4. When ascertaining that the need to dig deeper than 4 feet, an adequate exit must be made available from the trench or hole before anyone enters.
5. Never leave a hole or trench unattended unless there are adequate warning devices used to denote danger.

#### **E. FIRE PREVENTION AND PROTECTION**

1. Fires are classified into four basic classes which are as follows:
  - CLASS A-Ordinary combustibles, such as wood, paper, textiles, etc.
  - CLASS B-Flammable and combustible liquids, such as diesel fuel, gasoline, grease, etc.
  - CLASS C-Electrical, including equipment, fuse panels, transformers, wiring, etc.

CLASS D-Combustible materials such as magnesium, titanium, sodium, potassium.

2. All employees must make a concerted effort to keep abreast of all rules and regulations which are issued in the interest of fire prevention and protection. They must also make every effort to bring any conditions which appear hazardous to the attention of their supervisor.

3. Elimination of all oily rags, trash, rubbish, etc., not only makes for good housekeeping but is also a very good fire prevention procedure. All employees are urged to help in this condition.

4. When a fire is discovered, act quickly, stay calm, turn in the fire alarm, and try to extinguish the fire. If unable to extinguish the fire, then at least keep it under control until help arrives. Use all available means in trying to extinguish or control a fire

5. The correct type of fire extinguisher for the type of fire encountered is very important. Fire extinguishers should be labeled to indicate which type of fire that particular extinguisher is to be used for. Portable fire extinguishers are used for the types of fires indicated as follows:

Pressurized water-CLASS A fire only.

Foam-CLASS A & B fires.

Carbon Dioxide-CLASS B & C fires.

Dry Chemical-CLASS B & C & D fires.

Fire extinguishers must be inspected and serviced at least once each year. Types of fire extinguisher should be placed according to surroundings and should be mounted on a wall not more than 5 feet from the floor. After a fire extinguisher has been used any at all, before it is returned to its place, it must be checked and/or refilled.

6. Nothing should be placed or kept so as to cause obstruction to easy access to reel houses, fire extinguisher, fire hydrants, fire alarm boxes, and other fire protection devices.

7. Smoking or any open flames is prohibited in the following areas: all buildings, warehouses, within 25 feet of fueling areas, or storage areas for the following:

Flammable gas

Explosives

Bulk Oxygen

Battery Storage

In addition, prohibition of smoking in other areas is at the discretion of the proper authority.

8. DO NOT use any flammable liquids to start or intensify fires. Also flammable liquids shall not be used to clean hands, clothing, electrical equipment, machinery, etc.

9. All open flames must be attended by someone.

10. A fire extinguisher must be kept within reach of any cutting or welding operation.

## **F. GASOLINE SAFETY**

1. Gasoline vapors have a very high ignition rate and is very dangerous. It is never to be used for cleaning floors, clothes, or hands.

2. Always store gasoline in an approved, closed container, never in a glass container nor any other breakable container; nor in open containers. Though a container is red and bears the word "gasoline," check to make sure it is an approved container.

3. Gasoline spills must be cleaned up immediately, before vapors have a chance to accumulate. Make sure all electric switches are off until vapors have completely disbursed. If gasoline is spilled on a person, remove saturated clothes immediately, and wash skin with soap and water to keep down skin rash or irritation.

4. When working on gasoline engines, make sure space is well ventilated.

5. Never smoke when refueling a vehicle or around any type of fuel transfer and never fill a vehicle of any type with the motor running.

6. Swallowing gasoline can be fatal. Therefore, never siphon gasoline by mouth, not even to try and get it started.

## **G. LADDERS**

1. No ladder will be used if in need of repair. Any employee, prior to using a ladder, is responsible for inspecting it. If they are in need of repair or cannot be repaired, do not use and report to supervisor immediately. Only one employee will be on a ladder at one time. When using a ladder, face the ladder, climb carefully, and use both hands on the rails to prevent falling and assist as much as practicable.

2. NEVER work off the top step or rung of a ladder nor do you jump off any ladder, platform, or scaffold.

3. All portable ladders must be equipped with either spikes or safety shoes in accordance with the surface used on, or otherwise secured. They must be set on a firm foundation and at a safe angle, at least one foot horizontally for every four feet of height. They must not be lashed to any loose scaffolding or extended by any insecure object. If used in an insecure position or angle, they must be lashed or someone placed at the base to hold it in position until use is completed.

4. It is not feasible to carry large tools or material up a ladder by hand. The best method to use is a hand line method.

5. Get off a ladder to move it. Never “walk” a ladder.

6. The maximum length to lean out from the edge of a ladder, platform, or scaffold is one arm’s length.

7. All step ladders must be spread fully open with spreaders firmly set before climbing.

8. Persons with fainting or dizzy spells should not work on ladders, platforms, or scaffolds.

9. NEVER work on ladders, platforms, or scaffolds when there are high winds.

10. All safety labels should be intact on the ladders. Never remove these labels.

## **H. LAWN MOWERS**

1. Before mowing, pick up all debris from grass, making sure no rocks, sticks, and other foreign objects are run over by mowers. These mowers could sling them out and hit someone or a vehicle or a building causing damage or injury.

2. Adjust mower to desired cutting height before starting. Keep feet off mowers and hands and feet clear of blades when motor is running. Wear some type of non-slip shoes when mowing.
3. When chute is clogged, shut off the mower and clean chute with a stick, never using hands or fingers. Clogging will more likely occur when grass is wet; therefore, try and avoid cutting when wet. It is also slippery when wet and using a push mower can be dangerous.
4. In pulling a mower backwards, caution should be taken to insure you will not pull it back over your feet.
5. On a riding mower when mowing on a hill, mow up and down so as not to tip over. Using a push mower on a hill, mow across the face of the hill. If you mow up and down with a push mower on a hill, you can slip easier and your foot can go under the mower. Always wear safety glasses while mowing.
6. Become thoroughly familiar with instructions issued on operations of mower and, before starting, insure that mower is in proper condition to operate.
7. Never operate a defective mower. Report same to proper authority.
8. Maintenance on mowers should be performed as recommended by company. This will insure mower is safe to drive and use and insure that warranty is effective.
9. All power lawn mowers shall be equipped with adequate guards, and these must be in place when using.
10. Insure that all safety labels remain intact.
11. Wear ear plugs while operating mowers, if necessary.
12. Never attempt to adjust a mower while using it. Always stop, cut the mower off, and wait until it stops completely.

## **I. LIFTING AND CARRYING**

1. Anything beyond what the normal physical lifting and carrying capabilities for any person is prohibited.
2. Prior to handling material or object, place hands and feet in proper position so that they will not be caught. The proper position for lifting is, when the feet are spread, one foot is alongside object and the other behind it. This position gives greater stability and the rear foot is in position for the upward thrust of the lift.

3. Hands and gloves should always be checked for grease or moisture to keep them from sliding on the object.
4. Always use the sit down position, keeping the chin tucked in; thus keeping the back straight. A straight back keeps the spine, back muscles, and organs of the body in the correct alignment. This position makes minimal the chance of causing a hernia.
5. One of the most important elements of correct lifting is the palmer grip. Extend the fingers and the hand around the object you are going to lift, thus using your complete palm. Your fingers alone have very little power, thus the need for the strength of the complete hand.
6. Always keep the arms and elbows tucked into the side of the body and drawn in close. When your arms are away from the body, they lose too much of the strength and power. Keeping the arms tucked in also helps to keep the weight centered.
7. The weight of the body should be centered over the feet, thus creating a more powerful line of thrust and better balance. Start the lift with a thrust of the rear foot. Always avoid twisting while lifting.
8. When more than one person is lifting or handling the same bulking object or material, make sure each person has a clear understanding of all movements; such as lifting, walking, lowering or throwing. Remember to position each worker according to size and experience.
9. Remove all hazards before lifting to insure that you do not slip or trip, and keep in mind never to walk backwards when carrying heavy objects.
10. All efforts must be coordinated completely with one person giving the directions, using the "team" lifting concept. Lift or make all movements on command with the leader being placed at the end of the object.
11. When returning the object lifted or moved to the ground or floor, do so by bending the knees, not the back, remembering that what is picked up must be put back. If putting object on table or counter, avoid twisting the body when the weight is released. Before lifting the object make sure the table or counter where object is to be placed can support its weight and size.

## **J. OFFICES**

1. Hallways, aisles, and walkways between desks must be kept clear of spilled liquids, telephone and office machine cords (unless enclosed by floor molding), trash cans, or other objects which could create slipping or tripping hazards.

2. Running in offices is prohibited, especially through doorways.
3. Beware of standing or walking too close to doors which may swing open unexpectedly. Do not push on glass panes or windows.
4. When carrying or moving electric machines or appliances, coil the cord to avoid tripping, and avoid catching the cord on protruding objects, such as door knobs. Make sure you only lift and handle loads you can handle safely.
5. It is best to remove machines and equipment from tables when the table is to be moved. This will avoid dropping them or the machines sliding from the table.
6. Always obtain help when lifting or moving heavy or bulky equipment or material.
7. When moving or handling portable electric fans or heaters, make sure they are off. They shall not be used in a place where it creates a hazard. They must not be used unless they have a grill or guard over them.
8. DO NOT clean or adjust business machines while they are in motion. If machine jams, turn power off before attempting to remove obstruction.
9. DO NOT use flammable liquid to clean an electrically powered machine.
10. Safety guards shall not be removed, except for maintenance or repair, from exposed rotating gears, belts, couplings and other moving parts in which fingers, hands, extremities or hair might be caught.
11. Desk, file and cabinet drawers must be kept closed except when in immediate use. It is recommended that only one drawer per cabinet be open at one time. Contents of filing cabinets should be arranged so as not to overbalance cabinet, placing heavy files in weight order from the floor up.
12. Knives, pencils, pins, scissors, or letter openers will not be left anywhere which may cause injury.
13. Wastebaskets are not to be used for depositing sharp objects such as glass or needles because of the risk of injury. These objects should be put into a special container or wrapped, marked, and placed beside wastebasket for disposal. No material which may ignite shall be placed in wastebasket.
14. To avoid cuts, use rubber finger guard when working on stacks of paper. Use wetting device, not tongue, for sealing envelopes.

15. Never sit on the edge of a chair. Always sit where all chair legs or casters are on the floor. Report any sharp edges, splinters or other defective parts so they can be repaired.

16. Cut off electric power supply immediately when a fire breaks out.

17. All exit doors shall be locked and only designated lights left on after hours.

## **K. RIDING, GETTING ON AND OFF OF EQUIPMENT**

1. Never attempt to alight from or board any piece of equipment, including trucks, while that piece of equipment is in motion.

2. Before mounting or dismounting a piece of equipment, make sure you have a firm hand hold and sure footing. Taking the time to learn safe precautions can be as natural and safe as walking.

3. Look around and make sure that when you are going to alight from a piece of equipment, the area is free of any objects which could be hazardous. Then make sure where you are going to put your feet is safe.

4. Constant awareness and alertness of things going on around you is a basic requirement for protection against injury while you are operating a piece of equipment or riding on it.

5. Make sure that equipment such as, but not limited to, tractors, riding mowers, backhoes, etc., are turned off and stopped before dismounting.

6. The seat, or seats, of a piece of equipment, if they have one, is the only place a person is allowed to ride. If only one seat is on a piece of equipment, then only one person is allowed to ride. This does not include trucks.

## **L. TOOLS**

1. Tools are designed for a specific use and are to be used for that purpose only and are to be stored in proper places.

2. Each employee is expected to inspect any tool personally before using it to ascertain that the tool to be used is in a safe and useable condition.

3. Working too close together can be hazardous. A person using a tool which is required to be swung, such as a hammer, should be careful of those people around them. When approaching a person swinging a tool, never get too close.

4. The handles of all tools must be kept clear and free of lubricants. Tools with moving parts must be lubricated periodically to insure proper working condition. Never use a defective tool, being on the constant lookout for splintered or cracked handles, mushroom heads, loose handles or cracked metal. These type of tools must be either repaired or replaced.
5. Always carry tools which have a cutting edge in a position where these edges will be protected, and at the same time these cutting edges must be turned away from the body for protection.
6. Never leave shovels, forks, rakes, or other pointed or sharp-edged tools lying with points or edges up.
7. Always use the proper size wrench. If an adjustable wrench is used, before attempting to apply full force, make sure wrench has proper grip and is adjusted so it is snug and will not slip.
8. Hammers are to be used by holding hammer near the butt and swinging it in a normal swing, and avoid hitting fingers. Do not weld hammers, sledge hammers, or any like tool.
9. Always use screwdrivers with insulated handles to work with electricity. Screwdrivers are to be used for screws only.
10. Before using power tools, machinery, appliances and equipment, make sure you have been properly checked out on the use of same and that you inspect them before each and every usage. Only personnel who have been qualified for power tools, machinery, appliances, or equipment are allowed to operate same.
11. Insure that all safety guards are on and in proper position before using power tools, motors, machines, etc.
12. Before an employee attempts to adjust, repair, clean or oil hydraulic, air, electric, or other mechanical tools or machinery, such equipment must first be shut down or source of power disconnected, bled off if necessary, and the machine allowed to stop.
13. Never allow your attention to be distracted when operating tools or machines. Always hold tools and equipment firmly and be prepared for jerk in the event of striking, jamming, or breaking.
14. Never use electric tools while standing in water or with wet feet. Electric tools and their casings must be grounded.

15. Tools must be secured to the body of the vehicle they are in before transporting from one place to another.

16. Always wear proper safety equipment, hearing/eye protection, gloves, hard hats, etc...

### **M. SOLDERING WELDING AND CUTTING**

1. Cutting, welding, or soldering must be done by qualified personnel only. Never use faulty equipment when cutting or soldering. Leak test must be made by applying soap and water, not with open flames and manufacturer's safety precautions must be followed.

2. Employees will never attempt to repair valves, regulators, and cylinders or tamper with them. Use regulators and pressure gauges only on cylinders for what they are designed. All flammable materials must be removed from the immediate area when cutting or soldering.

3. Before entering a closed space with cutting or welding equipment, make sure there is proper ventilation and make sure there are no leaks in the equipment before using. If there is a remote possibility that there is flammable gases or vapors present, do not use welding, cutting, or soldering. A fire extinguisher must be present while cutting, welding, or soldering.

4. Torches will not be operated at a pressure in excess of the prescribed maximum and should never be used near batteries.

5. Hose and equipment must be purged by opening and then closing, individually, the acetylene valve and the oxygen valve to make sure the hose and torch tip are clear of any obstruction before igniting. Use only proper flint or blow pipe to ignite the torch. Matches or other open flames must not be used for this purpose.

6. When lighting the torch, it must be held down and away from other employees or bystanders. After torch is lit, then adjust the flame by opening and adjusting the oxygen valve.

7. A lighted torch must be kept within the operator's vision at all times. It must never be laid down or hung up when lit, nor will it be passed from one person to another when lit.

8. Use prescribed wrench to open and close all valves and when extinguishing a torch, first close the acetylene valve, then close the oxygen valve.

9. All connections on a cutting torch and tank must it tightly, but they must not be forced or lubricated.

10. The mixing of oxygen and acetylene or other gases in a cylinder, or attempting to refill oxygen or gas cylinders is prohibited.

11. Eyes must be protected by safety glasses when cutting.

## **N. VEHICLE SAFETY AND ACCIDENTS**

1. In addition to any regulation required by the Housing Authority, all drivers of Housing Authority vehicles will comply with state law governing said vehicles.

2. Only in required performance of official duties or emergency situations will Housing Authority vehicles be allowed to park in No Parking zones.

3. No Housing Authority vehicle will be left unattended with ignition key left in the ignition. Upon putting your vehicle up for the night or weekend, insure that said vehicle is locked and the keys are left in the key box located in maintenance warehouse.

4. All drivers will check their vehicles each morning before using same. Check for damage, inoperable lights, loose hardware, tires, or any other condition which may create unsafe conditions. Any condition which creates an unsafe condition will be reported to your supervisor immediately.

5. Safety seat belts will be used at all times when vehicle is moving. Failure to wear same will result in a letter of discipline. If involved in an accident and you do not have your seat beat fastened, the Housing Authority may not be held responsible.

6. Turn signals shall be used at all times by all drivers. Always make sure turn signals are working.

7. When in motion, tail gates will be up and in a locked position. If functions of the vehicle dictate that the tail gate must be open, the red flag will be attached to the outward corners of the gate.

8. If carrying a load, insure that load is secure and that overlays are properly marked in accordance with applicable laws.

9. There will be no riding on sides, tool boxes, tail gates, or roof of any vehicle. Standing in the back of the truck is not permitted. Passengers will be seated in the intended area.

10. Drivers must have a valid drivers license on them at all times when operating a vehicle. Any suspension or revocation of drivers licenses must be reported to your supervisor immediately. Failure to do so will result in disciplinary action.

11. Vehicle headlights will be turned on in case of limited visibility.

12. All drivers will pay strict attention to driving the vehicle.

13. Employees who are required to operate a moving vehicle must:

a. Have no physical impairments that should prevent safe driving, such as, but not limited to, poor eyesight or hearing.

b. Know and obey the applicable federal, state, county, and city laws and regulations in which they are driving.

c. Must see that any tools and materials is loaded in a safe manner and that it is secured.

d. Drive safely and defensively to avoid injury to themselves and others.

e. Comply with all posted speed limits, signs and signals, and make a complete stop at all stop signs.

f. Keep all windshields and windows clear of all vision impairing material.

g. Check around vehicles for hazards before moving forward or backwards.

h. Know that vehicle is properly serviced and maintained.

14. Employees who must drive vehicles because of their duties must not:

a. Drive when their ability or alertness is impaired because of fatigue, illness, prescription drugs, or other causes.

b. Employees must not talk on cell phones while operating Housing Authority vehicles.

c. Allow any unauthorized person in vehicle.

d. Follow another vehicle closer than one car length for every 10 miles per hour vehicle is traveling (three car lengths if roadway is wet or covered with snow).

e. Operate vehicle down grade with gears in neutral or clutch disengaged.

f. Carry any flammable liquid in trucks or cars

g. Leave engine running with no person in drivers seat. On rare occasions work might call for the vehicle to be running, but make sure vehicle is secure by testing hand brakes and setting them. Block wheels in addition to hand brakes. In addition, when working around a vehicle which is running do not place any part of body in a position in which it could be struck or pinned unless the vehicle is secured by hand brakes being applied and blocking the wheels.

15. Rear lights must be visible at all times.

16. Parking on a grade requires the engine to be cut off, emergency brakes set, and wheels turned toward the curb or the side of the road when there is no curb. This will prevent the vehicle from rolling.

17. If it is necessary to park on the highway pavement or shoulder because vehicle is disabled, the emergency lights must be turned on.

18. Materials must be placed inside the vehicle so that it will in no way limit the driver's vision, or interfere with the driver's ability to drive or steer the vehicle in a safe method. If a load is excessive in the dimensions of the vehicle, a red flag must be displayed by day and a red light by night at the rear of the load.

19. No vehicle will be fueled when vehicle is running. Always keep the nozzle in contact with the fill pipe tank during fueling. Smoking in the presence of flammables of any type is prohibited.

20. Any mechanical defect, body defect, or any irregularity, broken glass, or cracked glass will be reported to the supervisor promptly.

21. The following procedures shall be followed whenever any motorized Housing Authority vehicle is involved in an accident:

a. Notify police immediately.

b. Notify supervisor.

c. Never move vehicle, nor let the other vehicle involved (if another is involved) be moved until police have arrived.

d. Only give any other party involved the drivers name, address, and registration license number of the Housing Authority vehicle.

- e. Give no voluntary information to anyone except investigating officer, supervisor, and Housing Authority attorney.
- f. The only time injured persons are to be moved without trained first aid personnel present, is if it will prevent further damage.
- g. Obtain name, address and license number of other driver/drivers involved.
- h. Any accident must be reported.
- i. If vehicle is in operating capacity after accident, before driving it, hold safety inspection to ascertain if said vehicle is in good, safe drivable condition.

## **O. VEHICLE OPERATION AND DEFENSIVE DRIVING**

1. A person's attitude plays a large role in driving safely. Attitude is the basic desire to drive safely. This is the selfish instinct for each person to protect oneself and it carries over to the idea of also protecting others. The desire to drive safely can have far reaching results; i.e., an act of courtesy is contagious. Never get into a vehicle with a angry or depressing attitude.
2. The Housing Authority expects you to always operate your vehicle in conformance with the laws of the state and all local ordinances. No job is so important that you need to drive recklessly, violate stop signs, break speed laws, beat the light, make illegal turns, or operate in any manner that is considered unlawful or unsafe.
3. Those persons who are assigned to a vehicle shall operate that vehicle when possible. In his or her absences or incapacitation, another designated employee may operate said vehicle.
4. A driver shall not permit unauthorized persons to drive, operate, or ride on a Housing Authority vehicle, without proper authority.
5. Seat belts in the state of Kentucky, as well as all other surrounding states are mandatory. Each individual is responsible for making sure their seat belts are fastened. In the event you are stopped and do not have the belt fastened and receive a violation ticket, it is your responsibility.
6. Employees shall not ride on trailers.
7. Never stand in front or behind a vehicle when it is being started. Make sure the operator is aware of your presence.

8. The driver shall determine that brakes are in safe operating condition before operating vehicles or equipment. If brakes are not working properly, they must be corrected before the vehicle is used.
9. The driver shall inspect windshield wipers frequently and see that the windows and windshield give sufficient visibility for safe vehicle operation.
10. All lights and reflectors of a vehicle shall be inspected by the driver doing any night driving, and if found to be defective, they shall be repaired immediately.
11. The driver shall report any defects which may have developed during the day.
12. The driver shall not operate a vehicle in any garage or enclosed building except while moving in or out. The motor shall not be warmed up inside, nor shall the driver test motor operation in a garage or enclosed building, unless the exhaust is carried directly to the outside atmosphere, or doors and windows are open so that adequate ventilation exists.
13. Before entering a vehicle, make sure the vehicle is free of objects.
14. Using proper signals while driving a vehicle is a must.
15. Drivers shall be prepared to stop and the right of way shall be yielded in all instances where necessary to avoid an accident.
16. The driver of a vehicle shall be courteous toward other operators and pedestrians. He shall operate his vehicle in a safe manner and shall yield the right of way to pedestrians and other vehicles when failure to do so might endanger any person or another vehicle.
17. Posted speed limits signs, especially in school or residential zones, shall be adhered to at all times.
18. When entering or leaving any building, enclosures, alley, or street, where vision is obstructed, a complete stop shall be made and the driver shall proceed with caution.
19. All ignition systems shall be turned off and no smoking is permitted while refueling.
20. Never attempt to pass another vehicle on a hill or sharp incline, around a curve, at any street intersection or railroad crossing, except where a passing lane is provided making passing acceptable.
21. Approach all railroad crossings, even ones with lights, with caution.

22. Always stop when meeting or overtaking a school bus that has stopped to take on or discharge children.

23. When parking vehicle on roadway next to curb, whenever possible, park on right hand side with flow of traffic.

24. When it is necessary to park on an incline, the driver shall make sure the vehicle is left in a safe position. The engine shall be turned off, the vehicle placed in the lowest gear or “park” position, and the parking brake set. The front wheels shall be cut into the curb. If a curb is not present, rear wheels shall be blocked.

25. Extreme caution shall be used when backing a vehicle in order to avoid injury to persons and to prevent property damage.

26. When backing a vehicle which has an obstructed view in the rear, the following precautions shall be taken:

a. An observer shall signal that it is safe to back.

b. Back slowly, insuring that the way is clear.

c. Watch both sides, not depending solely on mirrors.

d. In any difficult backing situation try and obtain someone to help you and guide you when available

## 6.2 STATEMENT OF FINANCIAL RESOURCES

Financial Resources: Planned Sources and Uses						
	Project 1 Planned \$	Project 2 Planned \$	HA Wide Planned \$	S8 Planned \$	Total Planned \$	Planned Uses
<b>Sources</b>						
<b>1. Federal Grants (FY 2009 grants)</b>						
a) Public Housing Operating Fund	509,110	326,105			835,215	Operations
b) Public Housing Capital Fund			732,226		732,226	Capital Project
c) HOPE VI Revitalization						
d) HOPE VI Demolition						
e) Annual Contributions for Section 8 Tenant-Based Assistance				2,665,390	2,665,390	Operations
f) Resident Opportunity and Self-Sufficiency Grants						
g) Community Development Block Grant						
h) HOME						
Other Federal Grants (list below)						
<b>2. Prior Year Federal Grants (un-obligated funds only) (list below)</b>						
a) CFP KY36P012501-07			72,106		72,106	Capital Project
b) CFP KY36P012501-08			723,726		723,726	Capital Project
c) ROSS FAMILY KY012REF030A005	14,717				14,717	ROSS Family Projects
d) ROSS NETWORK NEIGHBORHOOD KY012RNN015005	665				665	ROSS Network Neighborhood
<b>3. Public Housing Dwelling Rental Income</b>	612,500	572,100			1,184,600	Operations
<b>4. Other income (list below)</b>						
a) Excess Utilities	55,300	16,380			71,680	Operations
b) Other	32,080	24,940			57,020	Operations
c) Interest	7,800	7,200			15,000	Operations
<b>5. Non-federal sources (list below)</b>						
a) United Way	11,000				11,000	Operations
<b>Total resources</b>	<b>1,243,172</b>	<b>946,725</b>	<b>1,528,058</b>	<b>2,665,390</b>	<b>6,383,345</b>	

## 6.12

### Asset Management Statement

#### Portfolio Details

The Housing Authority of Henderson operates 430 Public Housing units grouped into two Projects. The Housing Authority administers 649 Housing Choice Vouchers.

#### Project Breakdown

<b>Project 1</b>	<b># of Units</b>
Lawndale	134
Dixon	66
Madison	22
Scattered Sites (303/305 Fagan 423 S. Ingram)	3
<b>Total</b>	<b>225</b>
<b>Project 2</b>	<b># of Units</b>
Fagan	47
Dixon /Ingram	10
8 <sup>th</sup> Street and North Adams	49
840 North Adams	99
<b>Total</b>	<b>205</b>

#### Organizational Structure and Approach to Asset Management

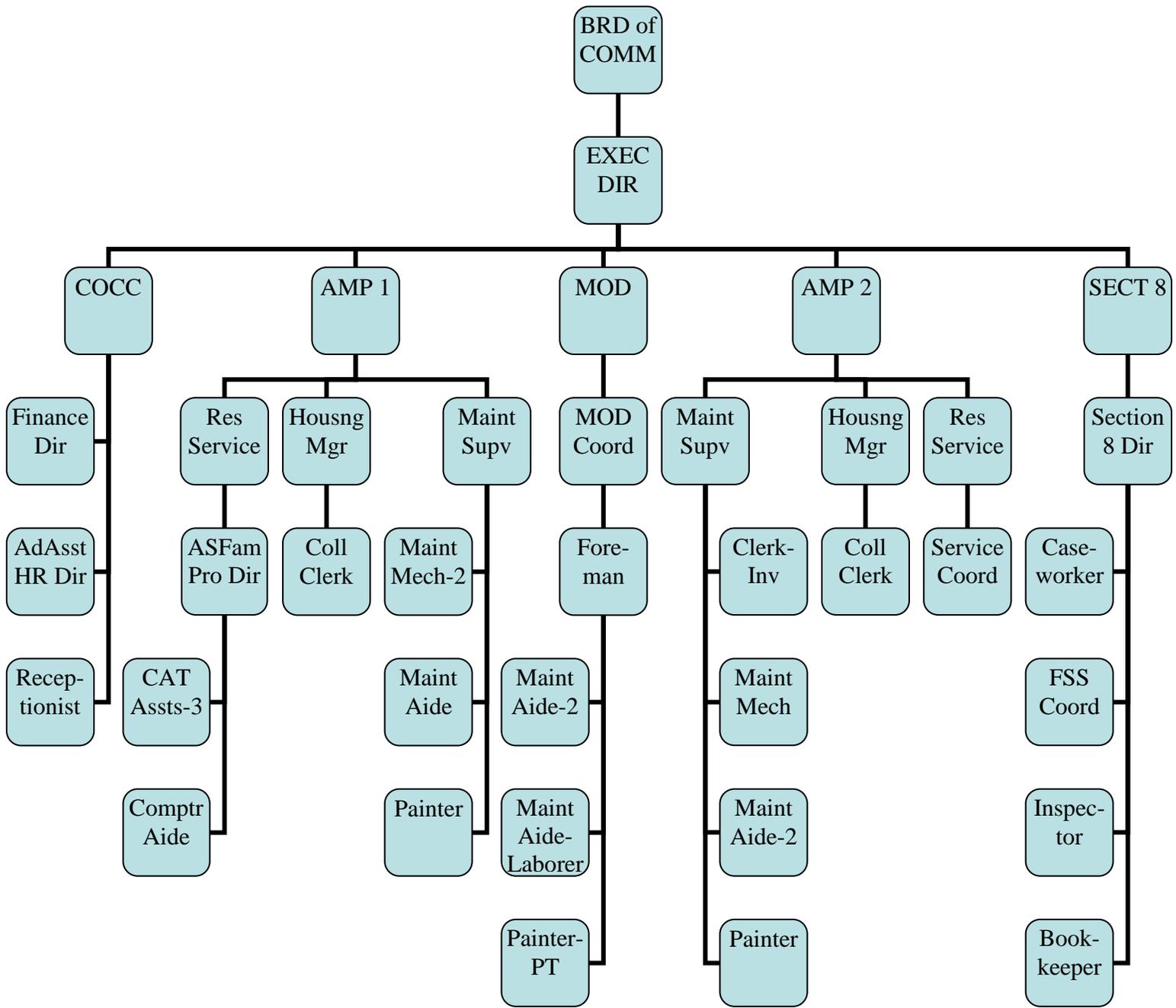
The Housing Authority's organizational structure reflects the multiple programs it administers.

**POSITIONS**

<b>CENTRAL OFFICE COST CENTER</b>	
Executive Director	Human Resource/Administrative Asst.
Finance Director	Receptionist

<b><u>AMP 1</u></b>	<b><u>AMP 2</u></b>
Property Manager	Property Manager
Maintenance Supervisor & MOD Coordinator	Maintenance Supervisor
Collection Clerk	Collection Clerk
	Clerk/Inventory
Maintenance Mechanic -2	Maintenance Mechanic
Maintenance Aide	Maintenance Aide
	Maintenance Aide (Custodian)
Painter	Painter
Family/Youth Coordinator	Service Coordinator
CAT Program Assistant – 3	
Computer Aide	

<b><u>SECTION 8</u></b>	<b><u>MOD</u></b>
Section 8 Director	Foreman-Crew Leader Working
Inspector	Maintenance Aide - 2
FSS/Program Assistant	Maintenance Aide-Laborer
Caseworker	Painter-PT
Bookkeeper	



The Executive Director oversees the day to day operation of the Public Housing and HCV programs.

The Housing Authority of Henderson's COCC consists of four staff: the Executive Director, Finance Director, Administrative Assistant/Human Resource Director and Receptionist. Each project has a Housing Manager, Collection Clerk, Maintenance Supervisor and supporting Maintenance staff. The Resident Service Department serves both family and elderly/disabled residents at each Project. The modernization department constructs and performs renovations as outlined in the Capital Fund Annual and Five-Year Plan. The Section 8 Department includes a Director, Case Worker, FSS Coordinator/Case Worker, Inspector/Homeownership counselor and Bookkeeper.

The Housing Authority's conversion to asset management was done in stages to manage the process; train and help staff adjust to the transition. These stages included upgrading computer system to allow for project base accounting and asset management, training staff for new positions, decentralizing of the administrative staff, maintenance department including staff and inventory; centralizing the applications, waitlist and eligibility functions for all programs and developing project base budgets and accounting functions.

COCC staff performs internal auditing and quality assurance control on tenant files, procurement, re-exams, inspections, maintenance work orders, account receivables, MASS and SEMAP for the Public Housing and HCV programs.

### **Project-Based Budgeting and Accounting**

In this first year of Asset Management, the Housing Authority charges each project bookkeeping, property and an asset management fee in accordance with HUD regulations as outlined in PIH Notice 2007-9. During the first seven months of this FY, these fees have been sufficient to fund the operating activities of the central office. As of October 31, 2008 the Central Office and both projects are showing a positive cash flow.

The Housing Authority developed its project-based budgets using formats similar to previous FY. Since there was no historical project-level data available, the budgets for FY 2009 were developed by taking historical Low-Rent information, prior year actual data and current actual expenditures and breaking it down to individual projects. The budgets were developed by COCC staff with significant involvement in the process by Housing Managers and Maintenance Supervisors.

COCC finance department completes project-level financial statements on a monthly basis. Monthly meetings with Property Managers, Maintenance and other Departmental Supervisors are held to review these operating statements and each individual is made aware of how their actual performance varies from budgeted performance. Rent collections, occupancy, turnover and lease up rates and other performance information is reviewed at the monthly departmental meeting. By doing this, it allows the Housing Authority to maintain fiscal responsibility in all areas of management.

With the use of Capital Funds, the modernization department will continue to renovate/modernize the housing units and increase additional housing opportunities by building affordable single family units for homeownership.

The Housing Authority will continue its ongoing aggressive training of all employees.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

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3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
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12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				
18a	1501 Collateralization or Debt Service paid by the PHA				
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22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

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<b>Part I: Summary</b>				
<b>PHA Name:</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: _____ Replacement Housing Factor Grant No: _____ Date of CFFP: _____		<b>FFY of Grant:</b> _____ <b>FFY of Grant Approval:</b> _____
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: _____) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> Final Performance and Evaluation Report				
<b>Line</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost <sup>1</sup></b>
		<b>Original</b>	<b>Revised <sup>2</sup></b>	<b>Obligated      Expended</b>
<b>Signature of Executive Director</b>		<b>Date</b>	<b>Signature of Public Housing Director</b>	<b>Date</b>









**Capital Fund Program—Five-Year Action Plan**

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 Expires 4/30/2011

<b>Part I: Summary</b>						
PHA Name/Number Housing Authority of Henderson KY012			Locality (City/County & State) Henderson/Henderson/KY		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY 2009	Work Statement for Year 2 FFY 2010	Work Statement for Year 3 FFY 2011	Work Statement for Year 4 FFY 2012	Work Statement for Year 5 FFY 2013
B.	Physical Improvements Subtotal	Annual Statement	395,400	395,549	387,960	402,500
C.	Management Improvements		70,000	70,000	70,000	70,000
D.	PHA-Wide Non-dwelling Structures and Equipment		37,149	37,000	44,589	30,049
E.	Administration		73,222	73,222	73,222	73,222
F.	Other		10,000	10,000	10,000	10,000
G.	Operations		146,455	146,455	146,455	146,455
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		732,226	732,226	732,226	732,226
L.	Total Non-CFP Funds					
M.	Grand Total	732,226	732,226	732,226	732,226	732,226

**Capital Fund Program—Five-Year Action Plan**

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 Expires 4/30/2011

<b>Part I: Summary (Continuation)</b>						
PHA Name/Number Housing Authority of Henderson/KY012		Locality (City/county & State) Henderson/Henderson/KY			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY 2009	Work Statement for Year 2 FFY 2010	Work Statement for Year 3 FFY 2011	Work Statement for Year 4 FFY 2012	Work Statement for Year 5 FFY 2013
		Annual Statement				
	Lawndale		118,500	113,500	78,000	161,600
	Dixon		73,000	100,649	83,200	50,900
	Madison		34,500			
	Barret		7,000	7,000	14,600	7,000
	<b>Total - Project 12000001</b>		<b>233,000</b>	<b>221,149</b>	<b>175,800</b>	<b>219,500</b>
	Scattered Sites		8,000			
	Fagan Square			30,500	59,000	40,600
	Dixon and Ingram		11,000	4,000	9,900	5,500
	740/750 North Adams St.		4,000		4,300	4,500
	Eighth Street		38,200	3,500	21,160	
	840 North Adams St.		39,800	75,000	64,000	64,000
	<b>Total - Project 12000002</b>		<b>101,000</b>	<b>113,000</b>	<b>158,360</b>	<b>114,600</b>
	HA Wide		398,226	398,077	398,066	398,126
	<b>HA Wide Total</b>		<b>398,226</b>	<b>398,077</b>	<b>398,066</b>	
	<b>Total</b>		<b>732,226</b>	<b>732,226</b>	<b>732,226</b>	<b>732,226</b>

<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY2009	Work Statement for Year 2 FFY 2010			Work Statement for Year: 3 FFY 2011		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	<b>Project 012000001 -Lawndale</b>			<b>Project 012000001 -Lawndale</b>		
Annual	1) Tile Floors-Install	15 units	48,000	1) Tile Floors-Install	15 units	48,000
Statement	2) Sewer Clean Out-Install	15 units	15,000	2) Sewer Clean Out-Install	15 units	15,000
	3) Bathrooms-Remodel	5 units	15,000	3) Bathrooms-Remodel	10 units	30,000
	4) Refrigerators-Family Units-Replace		40,500	4) Refrigerators-Single Story Units-Replace		20,500
	<b>Subtotal-Lawndale</b>		<b>118,500</b>	<b>Subtotal-Lawndale</b>		<b>113,500</b>
	<b>Project 012000001-Dixon</b>			<b>Project 012000001-Dixon</b>		
	1) Tile Floors-Install	15 units	48,000	1) Tile Floors-Install	15 units	48,000
	2) Sewer Clean Out-Install	7 units	10,000	2) Refrigerators-Family Units-Replace		22,649
	3) Bathrooms-Remodel	5 units	<b>15,000</b>	3) Bathrooms-Remodel	10 units	30,000
	<b>Subtotal-Dixon</b>		<b>73,000</b>	<b>Subtotal-Dixon</b>		100,649
	<b>Project 012000001 -Madison</b>					
	1) Sewer Clean Out-Install	15 units	15,000			
	2) Water Heaters-Install	22 units	9,600			
	3) Stoves-Replace	22 units	9,900			
	<b>Subtotal-Madison</b>		<b>34,500</b>			
	<b>Project 012000001 -Barret</b>			<b>Project 012000001 -Barret</b>		
	1) Air Conditioner Unit-Replace	1 unit	7,000	1) Air Conditioner Unit-Replace	1 unit	7,000
	<b>Subtotal-Barret</b>		<b>7,000</b>	<b>Subtotal-Barret</b>		<b>7,000</b>
	<b>Subtotal of Estimated Cost PROJECT KY012000001</b>		<b>\$233,000</b>	<b>Subtotal of Estimated Cost PROJECT KY012000001</b>		<b>\$221,149</b>

<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY 2009	Work Statement for Year 2 FFY 2010			Work Statement for Year: 3 FFY 2011		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	<b>Project 012000002 –Dixon &amp; Ingram</b>			<b>Project 012000002 –Dixon &amp; Ingram</b>		
Annual	1) Water Heaters-Replace	10 units	5,000	1) Ranges-Replace	10 units	4,000
Statement	2) Sewer Lines-Replace	2 bldgs	6,000	<b>Subtotal-Dixon &amp; Ingram</b>		<b>4,000</b>
	<b>Subtotal-Dixon &amp; Ingram</b>		<b>11,000</b>			
	<b>Project 012000002-Scattered Sites</b>			<b>Project 012000002-Fagan Square</b>		
	<b>0 Bedrooms</b>			1) Sewer Lines-(Sec 1)-Replace		12,000
	1) Cable-Install	8 units	8,000	2) Ranges-Replace	47 units	18,500
	<b>Subtotal-Scattered Sites</b>		<b>8,000</b>	<b>Subtotal-Fagan Square</b>		<b>30,500</b>
	<b>Project 012000002-Eighth St.</b>					
	1) Water Heaters-Replace	46 units	17,500			
	2) Stoves-Replace	46 units	20,700			
	<b>Subtotal-Eighth St.</b>		<b>38,200</b>			
	<b>Project 012000002-740/750 North Adams Street</b>			<b>Project 012000002-740/750 North Adams Street</b>		
	1) Water Heaters-Replace	8 units	4,000	1) Ranges-Replace	8 units	3,500
	<b>Subtotal-740/750 No. Adams</b>		<b>4,000</b>	<b>Subtotal-740/750 North Adams St</b>		<b>3,500</b>
	<b>Project 012000002-840 North Adams</b>			<b>Project 012000002-840 North Adams</b>		
	1) Bath Vanities-Install	30 units	11,000	1) Bath Vanities-Install	30 units	11,000
	2) Cabinets-Replace	9 units	28,800	2) Cabinets-Replace	20 units	64,000
	<b>Subtotal-840 North Adams</b>		<b>39,800</b>	<b>Subtotal-840 North Adams St.</b>		<b>75,000</b>
	<b>Subtotal of Estimated Cost Project 012000002</b>		<b>\$101,000</b>	<b>Subtotal of Estimated Cost Project 012000002</b>		<b>\$113,000</b>





<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1 FFY 2009	Work Statement for Year 4 FFY 2012			Work Statement for Year: 5 FFY 2013		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	<b>Project 012000002 –Dixon &amp; Ingram</b>			<b>Project 012000002 –Dixon &amp; Ingram</b>		
Annual	1) Exterior Back Doors & Jambs-Replace	10 units	5,500	1) Front Exterior Doors-Replace	10 units	5,500
Statement	2) Refrigerators-Replace	10 units	4,400	<b>Subtotal-Dixon &amp; Ingram</b>		<b>5,500</b>
	<b>Subtotal-Dixon &amp; Ingram</b>		<b>9,400</b>			
	<b>Project 012000002-Fagan Square</b>			<b>Project 012000002-Fagan Square</b>		
	1) Exterior Back Doors & Jambs-Replace	50 units	28,320	1) Sewer Line-(Sec 3) – Replace		11,500
	2) Refrigerators-Replace	47 units	20,680	2) Front Exterior Doors-Replace	10 units	29,100
	3) Sewer Lines-(Sec2)-Replace		10,000	<b>Subtotal-Fagan Square</b>		<b>40,600</b>
	<b>Subtotal-Scattered Sites</b>		<b>59,000</b>			
	<b>Project 012000002-Eighth St.</b>					
	1) Refrigerators-Replace	39 units	17,160			
	2) Storage Buildings-Repair		4,000			
	<b>Subtotal-Eighth St.</b>		<b>21,160</b>			
	<b>Project 012000002-740/750 North Adams Street</b>			<b>Project 012000002-740/750 North Adams Street</b>		
	1) Exterior Back Doors & Jambs-Replace	8 units	4,300	1) Front Exterior Doors-Replace	8 units	4,500
	<b>Subtotal-740/750 No. Adams</b>		<b>4,300</b>	<b>Subtotal-740/750 North Adams</b>		<b>4,500</b>
	<b>Project 012000002-840 North Adams</b>			<b>Project 012000002-840 North Adams</b>		
	1) Cabinets-Replace	20 units	64,000	1) Cabinets-Replace	20 units	64,000
	<b>Subtotal-840 North Adams</b>		<b>64,000</b>	<b>Subtotal-840 North Adams St.</b>		<b>64,000</b>
	<b>Subtotal of Estimated Cost Project 012000002</b>		<b>\$158,360</b>	<b>Subtotal of Estimated Cost Project 012000002</b>		<b>\$114,600</b>







**COMMENTS OF RESIDENT ADVISORY BOARD  
PUBLIC HOUSING AGENCY PLANS**

Date: **October 17, 2008 10:00 A.M.**  
 Location: Boswell Conference Room—111 South Adams Street  
 Present: Board: President-Betty Wilson; Vice-President-Barbara Pruitt; Becky Harris, Treasurer; Linda Allen, Secretary; Nannie Keene-Member at Large; Member-Sue Scott; New Members-Lillie Hinton, John Harris, Wanda Hawkins and Advisor-Pat Jackson. Flora Householder - Section 8 Member (see attached sign-in sheet)  
 Staff: Bobbie Jarrett, Executive Director; Tina Belcher, Administrative Assistant

Ms. Jarrett reviewed with the Board the revised sections of the Public Housing Agency Plans, namely PHA Plans Template; FFY **2009** Capital Fund Program Annual Statement; FFY **2007** and FFY **2008** Performance and Evaluation Report; and Capital Fund Program Five-Year Action Plan and Project Based Accounting (AMPs)

During the review, the Board members provided the following input:

<i>Page # and Item</i>	<i>Comment from Board Member</i>	<i>HA Response</i>
	<b>PROJECT KY012000001</b> - Newly constructed houses need heavier screens-are flimsy and fall out of window easily	Executive Director informed the Board that she will get with maintenance to try to get heavier duty screens.
	<b>PROJECT KY 012000002</b> - Is it possible to get self-cleaning stoves for the small apartments?	Executive Director will get with maintenance and research whether there is a product available.
	<b>PROJECT KY012000002</b> -Elderly 1 BR Units-D & I, & Fagan-Air Conditioners do not circulate the air to the bedrooms and bathrooms. Theses rooms stay hot.	Executive Director will get with the maintenance staff to check on small thru-the-wall units for bedrooms
	<b>PROJECT KY012000002</b> – Need taller commodes	Executive Director responded that there are handicap accessories available from the HA. Contact Service Coordinator.
	<b>PROJECT KY012000002</b> - Need wheelchair ramps @ back door of Dixon and Ingram Apts.	When HA replacing sewers in 2009, HA will look at sloping the stoop.
	<b>PROJECT KY012000002</b> - Dixon and Ingram wants front doors with windows.	Executive Director responded that when the doors are replaced, she will try to get a door with windows.
	<b>PROJECT KY012000002</b> - Fagan Square would like dusk to dawn amber lights for their development.	Executive Director said she would look into the cost of this request.

<i>Page # and Item</i>	<i>Comment from Board Member</i>	<i>HA Response</i>
	<b>PROJECT KY012000002-</b> Fagan Square residents would like different lights in the kitchen. They do not like the fluorescent lights because of noise and would like to be able to change the bulb.	Executive Director responded that she would consider this request.
	<b>PROJECT KY012000002-</b> 840 residents requested new tile.	Executive Director responded that the item is in the plan.
	<b>PROJECT KY012000002-</b> Dixon & Ingram residents would like more parking area behind back fence.	Executive Director responded that this item will be taken care of in spring.
	<b>HA-wide:</b>	
	<b>Resident Advisory Board -</b>	
Template, 5 Year Plan		
Template, Annual 2009 Streamline Plan		
Capital Fund Program Table (ky012d01)		
Misc.	<b>AMP KY012000002-</b> Fagan residents having trouble getting trash in the dumpster because one person fills it with thrift shop items.	Executive Director stated that she would take care of the matter.

**COMMENTS OF PUBLIC HEARING FOR  
PUBLIC HOUSING AGENCY PLAN 2009**

Date: **December 15, 2008 @ 11:00 a.m.**  
 Location: Boswell Conference Room—111 South Adams Street  
 Present: Board: Betty Wilson-Chairperson; Barbara Pruitt-Vice-Chairperson; Becky Harris- Treasurer;  
 Linda Allen- Secretary; Nannie Keene, member at large; Members: Sue Scott, John  
 Harris, Wanda Hawkins and Flora Householder –Section 8 member  
 Guests: Jeannie Ray, Marie Ray  
 Board of Commissioners: Hallie Folz, Chairperson; Luther Duncan, Vice-Chairperson:  
 Thomas Platt, Holly Vincent, Keith Utley, and Willie Ballard  
 Staff: Bobbie Jarrett, Executive Director; Tina Belcher, Administrative Assistant

Ms. Jarrett reviewed with the Board the revised sections of the Public Housing Agency Plans, namely the FFY 2007 and FFY 2008 and FFY 2009 Performance and Evaluation Report; and Capital Fund Program Five-Year Action Plan and Project Based Accounting Project Line Items. The actual Agency Plan has been previously reviewed by all present during Board of Commissioners Meeting and RAB Board Meeting and nothing has been updated in regard to it.

During the review, the Commissioners and RAB Board members provided the following input:

<i>Page # and Item</i>	<i>Comment from Board Member</i>	<i>HA Response</i>
	<b>PROJECT KY012000001</b> - No Further Comments	
	<b>PROJECT KY012000002</b> -Dixon & Ingram residents would like more parking area behind back fence.	Executive Director responded that this item will be taken care of in spring.
	<b>HA-wide:</b> No further comments	
Template, 5 Year Plan		
Template, Annual 2009 Streamline Plan		
Capital Fund Program Tables		
Misc.		Overall residents very happy with the Housing Authority.

