PHA Plans

Streamlined Annual Version

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

OMB No. 2577-0226
(exp. 08/31/2009)

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 that introduced 5-year and annual PHA Plans. The full PHA plan provides 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 allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 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, Federal Housing Administration, 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. Information in PHA plans is publicly available.

Streamlined Annual PHA Plan for Fiscal Year: 2009

PHA Name: Housing Authority of Jackson County

NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.

Streamlined Annual PHA Plan
Agency Identification

PHA Name: HOUSING AUTHORITY OF JACKSON COUNTY **PHA Number:** OR015

PHA Fiscal Year Beginning: (mm/yyyy) 01/2009

PHA Programs Administered:

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

Number of public housing units: Number of S8 units: Number of public housing units:
Number of S8 units:

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

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

PHA Plan Contact Information:

Name: CLAIRE HAFLICH Phone: 541-779-5785
TDD: Email (if available): claire@hajc.net

Public Access to Information

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

☒ PHA's main administrative office ☐ PHA's development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection. ☒ Yes ☐ No.
If yes, select all that apply:
☒ Main administrative office of the PHA
☐ PHA development management offices
☐ Main administrative office of the local, county or State government
☐ Public library ☐ PHA website ☐ Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)
☒ Main business office of the PHA ☐ PHA development management offices
☐ Other (list below)

Streamlined Annual PHA Plan
Fiscal Year 2009
[24 CFR Part 903.12(c)]

Table of Contents
[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

1. Public Notice
2. Streamlined Annual PHA Plan for Fiscal Year 2008 Agency Identification
3. Table of Contents and Plan Components
4. Capital Fund 2009
5. Operational Budget
6. Fair Housing Policies on Eligibility, Selection and Admissions
7. Public Housing Administrative Policy
8. Section 8 Administrative Plan
9. Deconcentration
10. Flat rents
11. 5 Year Capital Fund
12. Approved Disposition Plan (Included: Letter to Ainars Rodins, P.E. Director, Special Applications Center regarding the Disposition of Public Housing Application, U.S. Department of Housing and Urban Development DDA0002444; Approval Letter from Ainars Rodins, P.E Director, Special Applications Center, U.S. Department of Housing and Urban Development)
13. TANF Agreement
14. FSS Action Plan
15. Self Sufficiency Reports
16. Fiscal Audit
17. MOA Recovery

A. PHA PLAN COMPONENTS

☐ 1. Site-Based Waiting List Policies
903.7(b)(2) Policies on Eligibility, Selection, and Admissions
☒ 2. Capital Improvement Needs
903.7(g) Statement of Capital Improvements Needed
☒ 3. Section 8(y) Homeownership
903.7(k)(1)(i) Statement of Homeownership Programs
☒ 4. Project-Based Voucher Programs
☒ 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.
☒ 6. Supporting Documents Available for Review
☒ 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report
☒ 8. Capital Fund Program 5-Year Action Plan

B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE

Form HUD-50076, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*: *Board Resolution to Accompany the Streamlined Annual Plan* identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA's principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

Form HUD-50070, *Certification for a Drug-Free Workplace;*
Form HUD-50071, *Certification of Payments to Influence Federal Transactions*; and
Form SF-LLL &SF-LLLa, *Disclosure of Lobbying Activities*.

1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies)

[24 CFR Part 903.12(c), 903.7(b)(2)]

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

A. Site-Based Waiting Lists-Previous Year

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B.

Site-Based Waiting Lists				
Development Information: (Name, number, location)	**Date Initiated**	**Initial mix of Racial, Ethnic or Disability Demographics**	**Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL**	**Percent change between initial and current mix of Racial, Ethnic, or Disability demographics**

2. What is the number of site based waiting list developments to which families may apply at one time?

3. How many unit offers may an applicant turn down before being removed from the site-based waiting list?

4. ☐ Yes ☐ No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below:

B. Site-Based Waiting Lists – Coming Year

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

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

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
   If yes, how many lists?
3. ☐ Yes ☐ No: May families be on more than one list simultaneously
   If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?
   ☐ PHA main administrative office
   ☐ All PHA development management offices
   ☐ Management offices at developments with site-based waiting lists
   ☐ At the development to which they would like to apply
   ☐ Other (list below)

2. Capital Improvement Needs

[24 CFR Part 903.12 (c), 903.7 (g)]

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

A. Capital Fund Program

1. ☒ Yes ☐ No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.

2. ☐ Yes ☒ No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to

service the debt. (Note that separate HUD approval is required for such financing activities.).

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

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

1. ☐ Yes ☐ No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).

2. Status of HOPE VI revitalization grant(s):

HOPE VI Revitalization Grant Status
a. Development Name: b. Development Number:
c. Status of Grant: ☐Revitalization Plan under development ☐Revitalization Plan submitted, pending approval ☐Revitalization Plan approved ☐Activities pursuant to an approved Revitalization Plan underway

3. ☐ Yes ☐ No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?
If yes, list development name(s) below:

4. ☐ Yes ☐ No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:

5. ☐ Yes ☐ No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program

(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1. ☒ Yes ☐ No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If "No", skip to the next component; if "yes", complete each program description below (copy and complete questions for each program identified.)

2. Program Description:

a. Size of Program
☒ Yes ☐ No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year?

b. PHA-established eligibility criteria
☐ Yes ☒ No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria:

c. What actions will the PHA undertake to implement the program this year (list)?

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

The PHA has demonstrated its capacity to administer the program by (select all that apply):
☒ Establishing a minimum homeowner down payment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price comes from the family's resources.
☒ Requiring that financing for purchase of a home under its Section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards.
☐ Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
☒ Demonstrating that it has other relevant experience (list experience below):

4. Use of the Project-Based Voucher Program

Intent to Use Project-Based Assistance

☒ Yes ☐ No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

1. ☒ Yes ☐ No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply:

   ☐ low utilization rate for vouchers due to lack of suitable rental units
   ☒ access to neighborhoods outside of high poverty areas
   ☒ other (describe below:)
   1) To provide rental assistance to tenants in Affordable Housing Projects owned or developed by non-profit or governmental owners. Projects may be New Construction or Existing;
   2) To provide rental assistance to a project for a Special Needs Population providing services specific to the population;

2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts): No more than 20% of our baseline. Eligible census tracts are with in Jackson County

5. PHA Statement of Consistency with the Consolidated Plan

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: (provide name here)

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

☒ The PHA has based its statement of needs of families on its waiting lists on the needs expressed in the Consolidated Plan/s.
☒ The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
☐ The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
☒ Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)
☐ Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

6. Supporting Documents Available for Review for Streamlined Annual PHA Plans

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

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
✓	*PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans*;	5 Year and Annual Plans
✓	*PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan*	Streamlined Annual Plans
✓	*Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan*.	5 Year and standard Annual Plans
✓	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions' initiatives to affirmatively further fair housing that require the PHA's involvement.	5 Year and Annual Plans
✓	Housing Needs Statement of the Consolidated Plan for the jurisdiction(s) in which the PHA is located and any additional backup data to support statement of housing needs for families on the PHA's public housing and Section 8 tenant-based waiting lists.	Annual Plan: Housing Needs
✓	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
✓	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. ☒ Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
✓	Public housing rent determination policies, including the method for setting public housing flat rents. ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
✓	Schedule of flat rents offered at each public housing development. ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
✓	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. ☐ Check here if included in Section 8 Administrative Plan.	Annual Plan: Rent Determination
✓	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation).	Annual Plan: Operations and Maintenance
✓	Results of latest Public Housing Assessment System (PHAS) Assessment (or other applicable assessment).	Annual Plan: Management and Operations
✓	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
✓	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations

List of Supporting Documents Available for Review		
Applicable & On Display	**Supporting Document**	**Related Plan Component**
✓	Any policies governing any Section 8 special housing types ☐ Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
✓	Public housing grievance procedures ☒ Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
✓	Section 8 informal review and hearing procedures. ☒ Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
✓	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
N/A	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing.	Annual Plan: Capital Needs
✓	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
✓	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937.	Annual Plan: Conversion of Public Housing
N/A	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
✓	Policies governing any Section 8 Homeownership program (Section _____of the Section 8 Administrative Plan)	Annual Plan: Homeownership
✓	Public Housing Community Service Policy/Programs ☒ Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
✓	Cooperative agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies.	Annual Plan: Community Service & Self-Sufficiency
✓	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
✓	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
✓	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
✓	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). ☒ Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
✓	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
✓	Other supporting documents (optional) (list individually; use as many lines as necessary)	VAWA STATEMENT
N/A	Consortium agreement(s) and for Consortium Joint PHA Plans Only: Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program Grant No: **OR16P01550109** Replacement Housing Factor Grant No:	**Federal FY of Grant: 2009**

☒**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no:)**
☐**Performance and Evaluation Report for Period Ending:** ☐**Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations	193,982			
3	1408 Management Improvements				
4	1410 Administration	21,553			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	215,535			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report **Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary**					
PHA Name: Housing Authority of Jackson County		**Grant Type and Number** Capital Fund Program Grant No: **OR16P01550109** Replacement Housing Factor Grant No:			**Federal FY of Grant: 2009**
☒**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no:)** ☐**Performance and Evaluation Report for Period Ending:** ☐**Final Performance and Evaluation Report**					
Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
	Measures				

Annual Statement/Performance and Evaluation Report **Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)** **Part II: Supporting Pages**								
PHA Name: Housing Authority of Jackson County		**Grant Type and Number** Capital Fund Program Grant No: **OR16P01550109** Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2009		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		**193,982**				
HA-Wide	Administration	1410		**21,553**				
	Total Grant Amount			**215,535**				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of Jackson County		**Grant Type and Number** Capital Fund Program Grant No: **OR16P01550109** Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2009		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide-Operations	June 2010			June 2012				
HA-Wide-Management Improvements	June 2010			June 2012				
HA-Wide-Administration	June 2010			June 2012				

7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: **Housing Authority of Jackson County**	**Grant Type and Number** Capital Fund Program No: **OR1601550109** Replacement Housing Factor No:	**Federal FY of Grant: 2009**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Costs		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		**193,982**				
HA-Wide	Administration	1410		**21,553**				
	Total Grant Amount:			**215,535**				

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan **Part I: Summary**					
PHA Name: **Housing Authority of Jackson County**				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2010 PHA FY: 2010	Work Statement for Year 3 FFY Grant: 2011 PHA FY: 2011	Work Statement for Year 4 FFY Grant: 2012 PHA FY: 2012	Work Statement for Year 5 FFY Grant: 2013 PHA FY: 2013
	Annual Statement				
Project 02		0	0	0	0
Project 03		0	0	0	0
Project 04		0	0	0	0
Project 05		0	0	0	0
Project 06		0	0	0	0
Project 09		0	0	0	0
Project 11		0	0	0	0
Project 13		0	0	0	0
HA-Wide		215,532	215,532	215,532	215,532
CFP Funds Listed for 5-year planning		**215,532**	**215,532**	**215,532**	**215,532**
Replacement Housing Factor Funds					

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities						
Activities for Year 1	Activities for Year : 2 FFY Grant: 2010 PHA FY: 2010			Activities for Year: 3 FFY Grant: 2011 PHA FY: 2011		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See						
Annual						
Statement	**HA-Wide**			**HA-Wide**		
	Operations	Operations	193,982	Operations	Operations	193,982
	Management Improvements					
	Administration	Administration	21,553	Administration	Administration	21,553
		Total CFP Estimated Cost	$**215,535**		**Total CFP Estimated Cost**	$**215,535**

8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages—Work Activities					
Activities for Year :__4__ FFY Grant: 2012 PHA FY: 2012			Activities for Year: _5__ FFY Grant: 2013 PHA FY: 2013		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
HA-Wide			**HA-Wide**		
Operations	Operations	193,982	Operations	Operations	193,982
Administration	Administration	21,553	Administration	Administration	21,553
Total CFP Estimated Cost		**$215,535**			**$215,535**

EFFECTIVE OCTOBER 2008
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SECTION 8 ADMINISTRATIVE PLANS

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the Housing Authority of Jackson County to comply fully 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.

No person shall, on the ground of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Housing Authority of Jackson County housing programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority of Jackson County will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them, if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority of Jackson County office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Housing Authority of Jackson County will assist any family that believes they have suffered illegal discrimination by providing those copies of the housing discrimination form. The Housing Authority of Jackson County will also assist them in completing the form, if requested, and will provide them with the address of the nearest HUD Office of Fair Housing and Equal Opportunity.

1.2 REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority of Jackson County housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability, rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Housing Authority of Jackson County will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority of Jackson County will ensure that all

applicants/participants are aware of the opportunity to request reasonable accommodations.

1.3 COMMUNICATION

Anyone requesting an application will also receive information on how to request a Reasonable Accommodation.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the participant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests will be in writing.

1.4 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

A. Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than 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, i.e., a 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 Jackson County will obtain verification that the person 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 Jackson County will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority of Jackson County will not inquire as to the nature of 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 Jackson County's business is housing. If the request would alter the fundamental business that the Housing Authority of

Jackson County conducts, that would not be reasonable. For instance, the Housing Authority of Jackson County would deny a request to have the Housing Authority of Jackson County do grocery shopping for the person with disabilities.

2. 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 Jackson County may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the Housing Authority of Jackson County retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority of Jackson County's programs or services.

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

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

If the participant requests, as a reasonable accommodation, that he or she be permitted to make physical modifications to their dwelling unit, at their own expense, the request should be made to the property owner/manager. The Housing Authority does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.5 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND PARTICIPANT*S*

The Housing Authority of Jackson County will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. The following languages will be covered:

Spanish

1.6 FAMILY/OWNER OUTREACH

The Housing Authority of Jackson County will publicize the availability and nature of the Section 8 Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

The Housing Authority of Jackson County will communicate the status of program availability to other service providers in the community and advise them of housing eligibility factors and guidelines so that they can make proper referral of their clients to the program.

The Housing Authority of Jackson County will have briefing packets for owners who participate in or who are seeking information about the Section 8 Program. The briefing packets will be available at the Housing Authority's Main Office. The briefing packet is intended to:

A. Explain how the program works;

B. Explain how the program benefits owners;

C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Housing Authority of Jackson County helps owners do better screening; and

D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Housing Authority of Jackson County staff.

The Housing Authority of Jackson County will particularly encourage owners of suitable units located outside of low-income or minority concentration to attend. Targeted mailing lists will be developed and announcements mailed.

1.7 RIGHT TO PRIVACY

All adult members of both applicant and participant households are required to sign HUD Form 9886, *Authorization for Release of Information and Privacy Act Notice.* 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 participant information will not be released unless there is a signed release of information request from the applicant or participant.

1.8 REQUIRED POSTINGS

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

A. The Section 8 Administrative Plan

B. Notice of the status of the waiting list (**opened** or closed)

C. Address of all Housing Authority of Jackson County offices, office hours, telephone numbers, TDD numbers, and hours of operation

D. Income Limits for Admission

E. Informal Review and Informal Hearing Procedures

F. Fair Housing Poster

G. Equal Opportunity in Employment Poster

2.0 HOUSING AUTHORITY OF JACKSON COUNTY/OWNER RESPONSIBILITY/ OBLIGATION OF THE FAMILY

This Section outlines the responsibilities and obligations of the Housing Authority of Jackson County, the Section 8 Owners/Landlords, and the participating families.

2.1 HOUSING AUTHORITY OF JACKSON COUNTY RESPONSIBILITIES

A. The Housing Authority of Jackson County will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the Housing Authority of Jackson County Section 8 Administrative Plan.

B. In administering the program, the Housing Authority of Jackson County must:

1. Publish and disseminate information about the availability and nature of housing assistance under the program;

2. Explain the program to owners and families; including both party's rights and responsibilities under the Violence Against Women Act;

3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;

4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;

5. Affirmatively further fair housing goals and comply with equal opportunity requirements;

6. Make efforts to help disabled persons find satisfactory housing;

7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;

8. Determine who can live in the assisted unit at admission and during the family's participation in the program;

9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR part 5;

10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;

12. Determine the amount of the housing assistance payment for a family;

13. Determine the maximum rent to the owner and whether the rent is reasonable;

14. Make timely housing assistance payments to an owner in accordance with the HAP contract;

15. Examine family income, size and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust Housing Authority of Jackson County Utility Allowances;

17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Housing Authority of Jackson County, if the owner defaults (e.g., HQS violation);

18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain Housing Authority of Jackson County decisions concerning applicants for participation in the program;

20. Conduct informal hearings on certain Housing Authority of Jackson County decisions concerning participant families;

21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and

22. Administer an FSS program.

2.2 OWNER RESPONSIBILITY

A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.

B. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

3. Complying with equal opportunity requirements.

4. Preparing and furnishing to the Housing Authority of Jackson County information required under the HAP contract.

5. Collecting from the family:

   a. Any security deposit required under the lease.

   b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment.

   c. Any charges for unit damage by the family.

6. Enforcing tenant obligations under the lease.

7. Paying for utilities and services (unless paid by the family under the lease.) Housing Authority of Jackson County will require that landlords comply with any local ordinances regarding garbage removal service. When families submit request for tenancy approval.

C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

2.3 OBLIGATIONS OF THE PARTICIPANT

This Section states the obligations of a participant family under the program.

A. Supplying required information.

1. The family must supply any information that the Housing Authority of Jackson County or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release or other documentation.

2. The family must supply any information requested by the Housing Authority of Jackson County or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.

3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.

4. Any information supplied by the family must be true and complete.

B. HQS breach caused by the Family

The family is responsible for any HQS breach caused by the family or its guests.

C. Allowing the Housing Authority of Jackson County inspections.

The family must allow the Housing Authority of Jackson County to inspect the unit at reasonable times and after at least 2 days notice.

D. Violation of Lease

The family may not commit any serious or repeated violation of the lease. If a Fed is filed and judgment is awarded to the owner and enforced, the family will be terminated from the program.

E. Family Notice of Move or Lease Termination

The family must notify the Housing Authority of Jackson County and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.

F. Owner Eviction Notice

The family must promptly give the Housing Authority of Jackson County a copy of any owner eviction notice it receives.

G. Use and Occupancy of the Unit

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.

2. The Housing Authority of Jackson County must approve the composition of the assisted family residing in the unit. The family must promptly inform the Housing Authority of Jackson County of the birth, adoption or court-awarded custody of a child. The family must request approval from the Housing Authority of Jackson County to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section).

3. The family must promptly notify the Housing Authority of Jackson County if any family member no longer resides in the unit.

4. If the Housing Authority of Jackson County has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Housing Authority of Jackson County has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Housing Authority of Jackson County consent may be given or denied.

5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with zoning requirements and the affected household member must obtain all appropriate licenses.

6. The family must not sublease or let the unit.

7. The family must not assign the lease or transfer the unit.

8. The family must not allow any person who is not an approved member of the household to use the participant's address as a mailing address as it will establish proof of residency and may result in termination of assistance.

H. Absence from the Unit

The family must supply any information or certification requested by the Housing Authority of Jackson County to verify that the family is living in the unit, or relating to family absence from the unit, including any Housing Authority of Jackson County requested information or certification on the purposes of family absences. The family must cooperate with the Housing Authority of Jackson County for this purpose. The family must promptly notify the Housing Authority of Jackson County in writing of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 calendar days. The family must request permission from the Housing Authority of Jackson County for absences exceeding 30 calendar days. The Housing Authority of Jackson County will make a determination within 10 business days of the request. An authorized absence may not exceed 180 calendar days. Any family absent for more than 30 calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization

2. Absences beyond the control of the family (i.e., death in the family, other family member illness)

3. Other absences that are deemed necessary by the Housing Authority of Jackson County

I. Interest in the Unit

The family may not own or have any interest in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violation

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the programs.

K. Crime by Family Members

The members of the family may not engage in drug-related criminal activity or other violent criminal activity.

L. Other Housing Assistance

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) Federal, State or local housing assistance program.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security Numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Housing Authority of Jackson County screening criteria in order to be admitted to the Section 8 Program.

No applicant for the Housing Choice Voucher program who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

3.2 ELIGIBILITY CRITERIA

A. Family Status - All families must have a Head of Household.

1. A **family with or without children**. Such a family is defined as a group of people that lives together in a stable family relationship.

   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 purposes of 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;

3. A disabled **family**, which is:

   a. A family whose head, spouse, or sole member is a person with disabilities;
   b. A family whose head, spouse or sole member is a person with a disabilities and who was receiving Section 8 assistance on November 20, 2005;

4. A **remaining member of a tenant family**.

5. A **single person** who is not elderly or a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:

   a. A very low-income family;

   b. A low-income family continuously assisted under the 1937 Housing Act;

   c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;

   d. A low-income family or moderate-income family that is displaced because of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.

3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.

4. Families who are moving into the Housing Authority of Jackson County's jurisdiction under portability and have the status of applicant rather than

of participant at their initial housing authority must meet the income limit for the receiving Housing Authority area where they will be initially assisted under the program.

5. Families who are moving into the Housing Authority of Jackson County's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Housing Authority of Jackson County program.

6. Income limit restrictions do not apply to families transferring units within the Housing Authority of Jackson County Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible 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)), "or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam."

Family eligibility for assistance.

1. 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 exception noted below.

2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(F) for calculating rents under the non-citizen rule).

3. 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 6 years of age and older must provide a Social Security Number or certify that they do not have one. Acceptable forms of certification are.

1. Social Security Cards
2. Social Security Printouts
3. AFS Printouts

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 regardless of age, shall sign one or more consent forms, this also includes live in aides.

2. The consent form must contain, at a minimum, the following:

   a. A provision authorizing HUD and the Housing Authority of Jackson County 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;

   b. A provision authorizing HUD or the Housing Authority of Jackson County to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

   c. A provision authorizing HUD or the Housing Authority of Jackson to request income information from the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;

F. Suitability for tenancy. The Housing Authority of Jackson County determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Housing Authority of Jackson County may deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. 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. If the individual has lived outside the local area. The Housing Authority of Jackson County may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC).

The Housing Authority of Jackson County will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. When a family wants to lease their dwelling unit. Upon the request of the prospective owner, the Housing Authority of Jackson County will provide any **factual** information or third party **written** information they have relevant to a voucher holder’s history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

G. No assistance shall be provided under section 8 of the 1937 Act to any individual who:

1. 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);

2. Is under 24 years of age;

3. Is not a veteran of the United States military;

4. Is unmarried;

5. Does not have a dependent child; and

6. 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."

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced via public notice that applications for Section 8 Voucher Program will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for the Section 8 Voucher Program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

If the Housing Authority of Jackson County determines that the existing waiting list contains an adequate pool for use of available program funding, the Housing Authority may stop accepting new applications.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Voucher Program will be required to complete an application for housing assistance. **Applications will be accepted during our normal business hours at 2251 Table Rock Road, Medford, OR 97501.**

Applications are taken to compile a waiting list. Due to the demand for Section 8 Voucher program assistance in the Housing Authority of Jackson County jurisdiction, the Housing Authority of Jackson County may take applications on an open enrollment basis, depending on the length of the waiting list.

When the waiting list is open, completed applications will be accepted from all applicants. The Housing Authority of Jackson County will later verify the information on the applications relevant to the applicant's eligibility, admission, and level of benefit.

Applications may be made in person at the **Housing Authority of Jackson County – 2251 Table Rock Road – Medford, Oregon 97501** on the days and times listed above. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Housing Authority of Jackson County.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority of Jackson County to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **(541) 779-5785**.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the families pre-application, the Housing Authority of Jackson County will make a preliminary determination of eligibility. The Housing Authority of Jackson County will notify the family in writing of the date and time of placement on the waiting list and the approximate amount of time before housing assistance may be offered. If the Housing Authority of Jackson County determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

An applicant must report in writing **any** changes in their applicant status including changes in mailing address, family composition and income. The Housing Authority of Jackson County will then update the applicant's file.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Housing Authority of Jackson County will ensure that verification of all

preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

4.3 ORGANIZATION OF THE WAITING LIST

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

A. The application will be a permanent file;

B. All applications will be maintained in order of date and time of application;

C. Any written contact between the Housing Authority of Jackson County and the applicant will be documented in the applicant file.

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within 2 months of being offered assistance, the family will be invited to an interview and the verification process will begin. It is at this point in time the family will complete a full application including presenting Social Security Number(s) information, citizenship/eligible immigrant information and the Consent for Release of Information forms. Eligibility will be verified. If the family no longer qualifies, the family's application will be closed. The Housing Authority of Jackson County will notify the family in writing of this determination, and give the family the opportunity for an informal review.

4.5 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment in accordance with the paragraph below will be sent a notice of denial.

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

4.6 PURGING THE WAITING LIST

The Housing Authority of Jackson County will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Housing Authority of Jackson County will not remove an applicant's name from the waiting list unless:

A. The applicant requests that the name 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 misses a scheduled appointment(s); or

C. Mail that has been returned by the Post Office will result in the Housing Authority of Jackson County to close all applications;

D The applicant does not meet either the eligibility or screening criteria for the program.

4.8 GROUNDS FOR DENIAL

The Housing Authority of Jackson County will deny assistance to applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Fail to respond to a written request for information or a request to declare their continued interest in the program;

D. Fail to complete any aspect of the application or lease-up process;

E. Have a criminal history by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity.

F. Alcohol abuse that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

G. Currently owes rent or other amounts to any housing authority in connection with the Public Housing or Section 8 Programs;

H. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

I. Have a family member who was evicted (court action) from Public Housing within the last **three** years;

J. Have a family member who was convicted within **five** years of the projected date of admission because of drug-related criminal activity or violent criminal activity;

K. Have a family member who was evicted within **five** years of the projected date of admission because of drug-related criminal activity or violent criminal activity involving drug trafficking as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

L. Have a family member who has a history of illegal drug use. The Housing Authority of Jackson County may waive this requirement if:

1. The person has successfully completed a supervised drug rehabilitation program; or

2. The person is participating in a supervised drug or alcohol rehabilitation program; or

3. The person has otherwise been rehabilitated successfully.

M. Have engaged in or threatened abusive or violent behavior towards any Housing staff or residents;

N. If any family member has ever been convicted within **ten** years from the date of application for manufacturing or producing methamphetamine (speed) or any other controlled substance.

O. If any family member has ever been convicted for manufacturing or producing methamphetamine on the premises of federally assisted housing (**Denied for life**).

P. Have a family member with a lifetime registration under a State sex offender registration program (**Denied for life**).

Q. The fact that an applicant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 17.2 of this Section 8 Administrative Plan, and must be submitted with 14 business days after receipt of the Housing Authority's written request for verification.

If any of the above actions occur after an applicant has been issued a Housing Choice Voucher, but before the request for inspection has been approved, the applicant's voucher will be suspended/revoked, until a final determination is made by the Housing Authority of Jackson County to reinstate or permanently revoke the voucher.

4.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority of Jackson County, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Housing Authority of Jackson County's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Housing Authority of Jackson County will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Housing Authority of Jackson County will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability.

4.10 INFORMAL REVIEW

If the Housing Authority of Jackson County determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Housing Authority of Jackson County will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Housing Authority of Jackson County will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS AND SPECIAL ADMISSIONS

The Housing Authority may admit an applicant for participation in the program either as a special admission or as a waiting list admission.

A. Special Admission: Allowing issuance of Housing Choice Vouchers.

1. If HUD awards funding that is targeted for families with specific characteristics or families living in specific units, the Housing Authority of Jackson County will use the assistance for those families.

2. Families participating in the Housing Authority Programs that occupy units inappropriately sized due to a change in household composition are required to move to an appropriate sized unit, according to the Occupancy Standards of these programs. When an appropriate sized unit is not available in these programs, the Housing Authority of Jackson County will issue a Housing Choice Voucher in accordance with Section 3.0, Eligibility for Admission. This rule will also apply when a family is inappropriately housed in these programs causing the family undue hardship, i.e. families housed in an inappropriate geographic location for work or school. Issuing Vouchers due to the above circumstances would be an administrative decision.

   If an appropriate unit is located that is available for occupancy by the family, the lease on the Mod-Rehab or the Public Housing Programs shall be terminated.

3. People involuntarily displaced and eligible for relocation benefits as the result of government action or the result of action by a nonprofit agency or government agency in the development of affordable housing.

5.2 PREFERENCES

The Housing Authority of Jackson County will select families based on the following preferences based on our local housing needs and priorities:

A. Persons residing in multi-family housing that are displaced by disasters such as flood, fire, earthquake, etc.
B. All applicants, except applicants falling into A. above,_are selected on a first-come first-served basis.

In the case of the emergencies listed in A. above, in each such disaster, the Housing Authority will advance 10 families to the top of the waiting list that were living in the affected complex and have been displaced as a result of the disaster. These families will be chosen in a lottery fashion. Families will be required to prove residency in the affected complex by providing documentation from utility companies, DMV, and other social service agencies. If there are few or no vacancies, applicants will be placed on a waiting list for a period of six (6) months. Any applicant on the waiting list at the end of six (6) months will be placed on the regular waiting list, lose their local preference, and be placed in a first-come, first-served basis. This local preference is only available to residents residing in Jackson and neighboring counties.

Based on the above preferences, all families in preference A will be offered housing before any families in preference B.

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

Adoption and implementation of local preferences is subject to HUD requirements concerning income-targeting (960.202(b).

5.3 SELECTION FROM THE WAITING LIST

The date and time of application will be utilized to determine the selection from the waiting list.

Not withstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year are families who are extremely low-income, the Housing Authority of Jackson County retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

6.0 ASSIGNMENT OF BEDROOM SIZES (SUBSIDY STANDARDS)

The Housing Authority of Jackson County will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size. These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons, the Housing Authority of Jackson County 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 who are temporarily away at school or temporarily in foster-care.

Bedroom size **will be** determined using the following guidelines:

A. Siblings of the same sex regardless of age **will** share a bedroom.

B. Children of the opposite sex, both under the age of 10 **will** share a bedroom.

C. Persons of different generations of the same family and of the same sex (children over the age of eighteen) **will** be required to share a bedroom.

D. Foster–Adults **will not** be required to share a bedroom with family members.

E. Live-in Aides **will** get a separate bedroom. The Housing Authority **will not** approve the aide, where the live-in aide's family would overcrowd the unit or cause the subsidy to increase.

The Housing Authority of Jackson County will grant exceptions to normal occupancy standards when a family requests a larger size than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by the Housing Authority of Jackson County in accordance with the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family voucher size will determine the maximum subsidy.

6.1 BRIEFING

When the Housing Authority of Jackson County determines the family is eligible, the family will be invited to attend a briefing explaining how the program works. In order to receive a voucher the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, they will be denied admission.

If an applicant with a disability requests auxiliary aids to gain full benefit from the briefing, the Housing Authority will furnish such aids where doing so would not result in a fundamental alteration of the nature of the program or in an undue financial or administrative burden. In determining the most suitable auxiliary aid, the Housing Authority will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation such as having the briefing presented at an alternate location.

The briefing will cover at least the following subjects:

A. A description of how the program works;

B. Family and owner responsibilities;

C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;

D. Types of eligible housing;

E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, See Section 8.1 of this plan for an explanation of how portability works;

F. An explanation of the advantages of living in an area that does not have a high concentration of poor families; and

G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income.

6.2 PACKET

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

A. The term of the voucher and the Housing Authority's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;

B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family;

C. Information on the payment standard and the utility allowance schedule;

D. How the Housing Authority determines the maximum rent for an assisted unit;

E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;

F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease, and a sample contract;

G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;

H. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the Housing Authority will also supply any **factual** information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity or any violent criminal activity;

I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards;

J. The HUD brochure on how to select a unit ("A Good Place to Live");

K. The HUD-required lead-based paint brochure;

L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

M. A list of Landlords including available units known to the Housing Authority of Jackson County;

N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Housing Authority of Jackson County that may be available;

O. The family's obligations under the program;

P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;

Q. Housing Authority of Jackson County informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal review/hearing, and information on how to request a review/hearing;

S. An explanation of rights afforded to Housing Choice Voucher participants under the Violence Against Women Act.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Beginning October 1, 1999, the Housing Authority of Jackson County will issue only vouchers. Treatment of previously issued certificates and vouchers will be dealt with as outlined in Section 21.0 Transition to the New Housing Choice Voucher Program.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, the Housing Authority of Jackson County will issue the voucher. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete a non executed lease and attach the HUD required tenancy addendum to the request for approval of the tenancy form. The family will submit the proposed lease and the request form to the Housing Authority during the term of the voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and makes an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approved. Once the tenancy is approved, the Housing Authority will

schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15 day period is suspended during any period the unit is unavailable for inspection. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approved.

During the initial stage of qualifying the unit, the Housing Authority will provide the prospective owner with information regarding the program. Information will include Housing Authority and owner responsibilities for screening and other essential program elements. The Housing Authority will provide the owner with the family's current and prior address as shown in the Housing Authority records along with the name and address (if known) of the landlords for those addresses.

Additional screening is the responsibility of the owner. Upon request by a prospective owner, the Housing Authority will provide any factual information or third party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

6.4 TERM OF THE VOUCHER

The initial term of the voucher will be 60 calendar days and will be stated on the Housing Choice Voucher.

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will never exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date. A statement of the efforts the family has made to find a unit must accompany the request. A sample extension request form and a form for recording their search efforts will be included in the family's briefing packet. If the family documents their efforts and additional time can reasonably be expected to result in success, the Housing Authority will grant the length of request sought by the family or up to additional 60 calendar days, whichever is less.

Upon submittal of a completed request for approval of tenancy form, the Housing Authority of Jackson County will suspend the term of the voucher. The term will be in suspension until the date the Housing Authority provides notice that the request has been denied. Any suspension time will be added to the end of the term of the Voucher. This policy allows families the full term (60 calendar days, or more with extensions) to find a unit, not penalizing them for the period during which the Housing Authority or Owner is taking action on their request. No more than one request will be considered at a time.

Families that have at least one member with a disability, may as a reasonable accommodation, request a re-issuance of their Voucher if they are unable to find suitable housing within 120 days. Families requesting a re-issuance must follow the reasonable accommodation process which includes completing a reasonable accommodation request form which is reviewed by the Supervisor. Families are only eligible for one 120-day re-

issuance of their Voucher. The Housing Authority of Jackson County must receive the request for this re-issuance within 5 (five) days of the expiration of the Voucher.

6.5 APPROVAL TO LEASE A UNIT

The Housing Authority of Jackson County will approve a lease if all of the following conditions are met:

A. The unit is eligible;

B. The unit is inspected by the Housing Authority and passes HQS;

C. The lease includes the language of the tenancy addendum;

D. The rent to owner is reasonable;

E. The family's share of rent does not exceed 40% of their monthly-adjusted income;

F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and

G. The family continues to meet all eligibility and screening criteria.

H. If a family adds an adult member after issuance of a voucher but before a request for lease approval they will be place back at the top of the waiting list for predetermination of eligibility.

If tenancy approval is denied, the Housing Authority will advise the owner and the family of any actions they could take that would enable the Housing Authority to approve the tenancy.

The lease term may begin only after all of the following conditions are met:

A. The family's share of rent does not exceed 40% of their monthly-adjusted income;

B. The Housing Authority approves the leasing of the unit;

C. The unit passes the Housing Authority HQS inspection; and

D. The landlord and tenant execute the lease to include the HUD required addendum.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Upon receipt of the executed lease by the landlord, the Housing Authority will execute

the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

6.6 HOUSING AUTHORITY DISAPPROVAL OF OWNER (24 CFR 982.306)

The Housing Authority of Jackson County will deny participation by an owner at the direction of HUD. The Housing Authority will also deny the owner's participation for any of the following reasons:

A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;

B. The 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 drug-related criminal activity or any violent criminal activity;

D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 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 refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety or right of peaceful enjoyment of the:

1. Premises by tenants, Housing Authority of Jackson County employees or owner employees; or

2. Residences by neighbors;

F. If the owner is the parent, child, grandparent, grandchild, sister, brother or any Member of the family unless the Housing Authority of Jackson County determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

G. Other conflicts of interest under Federal, State, or local law.

H. The owner has not paid state or local real estate taxes, fines or assessments;

6.7 INELIGIBLE/ELIGIBLE HOUSING

The following types of housing cannot be assisted under the Section 8 Tenant-Based Program:

A. A public housing or Indian housing unit;

B. A unit receiving project-based assistance under a Section 8 Program;

C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;

D. College or other school dormitories;

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

F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and

G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

The Housing Authority of Jackson County will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

A. Congregate housing

B. Group homes

C. Shared housing

D. Cooperative housing

E. Single room occupancy housing

The Housing Authority of Jackson County will approve leases for the following housing types:

A. Single family dwellings

B. Apartments, Duplex, Town-house

C. 2-Family, Row

D. Low Rise (3-4 Stories) or Hi Rise (5 or more Stories)

E. Manufactured housing

F. Manufactured home space rentals

6.8 SECURITY DEPOSIT

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the dwelling unit, the owner, subject to State or 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 items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund 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.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial term has expired, if a move is necessary due to medical or life threatening reasons, the initial term requirement will be waived, or if the Housing Authority has terminated the HAP contract.

Moves/Portability will be approved for employment, educational purposes or for addition of minor child(ren) and family reunification, as well as medical or life threatening reasons. The Housing Authority of Jackson County will issue the family a Housing Choice Voucher, according to the subsidy standards (Section 6.0), if the family does not owe the Housing Authority of Jackson County or any other Housing Authority money in connection with Public Housing or Section 8 assistance under the 1937 Act, has not violated a Family Obligation, and if the Housing Authority of Jackson County has sufficient funding for continued assistance.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Certificate and Voucher Program, the Housing Authority of Jackson County will allow the family to move to a new unit if:

A. The assisted lease for the old unit has terminated;

B. The owner has given a no cause notice to the tenant to vacate; or

C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner);

D. A participant who is not receiving any subsidy, but whose HAP contract is still in force, may request a voucher to move to a different unit;

E. If the Housing Authority of Jackson County determines that no subsidy would be paid at the new unit, the Housing Authority **will not** enter into a HAP contract on behalf of the family.

7.2 PROCEDURES REGARDING FAMILY MOVES

Families considering transferring to a new unit will be scheduled to attend a mover's briefing/meeting. All families who are moving, including any families moving into or out of the Housing Authority of Jackson County's jurisdiction, will be required to attend a move briefing/meeting prior to the Housing Authority of Jackson County entering a new HAP contract on their behalf.

This briefing/meeting is intended to provide the following:

A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;

B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;

C. Payment standards and the utility allowance schedule;

D. An explanation that the family shares of rent and utilities may not exceed 40% of the family's monthly adjusted income;

E. Portability requirements and opportunities;

F. The need to have a reexamination conducted within 120 calendar days prior to the move;

G. An explanation and copies of the forms required to initiate and complete the move; and

H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. In accordance with HUD regulations, no notice requirement may exceed 60 calendar days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease and circumstances described in Section 7.0 of this document prevail. If the family moves from the unit before the initial term of the lease ends without the owner's and the Housing Authority of Jackson County's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Housing Authority of Jackson County a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to the Housing Authority of Jackson County will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

A family who gives notice to terminate the lease must notify owner in writing with copy to the Housing Authority of Jackson County, showing acknowledgement from landlord, before moving out of the unit or terminating the lease.

During the move procedure, the family will be required to report any changes that involve an increase in income or allowable expenses and adding or removing household members. These changes will be reviewed and verified if the family would be allotted a higher rent amount.

Failure to follow the above procedures may subject the family to termination from the program.

7.3 RESTRICTIONS ON MOVES

Families will be permitted one Tenant initiated move and be issued a Voucher to move during that year of assisted occupancy. Written requests for exceptions will be reviewed and may be granted for employment, school, medical reasons and threats to the health and safety of the family. If this permission is given, and the family has not given notice to move from the unit within 60 days of the date of the notification, permission will expire. The Housing Authority of Jackson County cannot give the family permission to vacate the unit since they are not a party to the lease.

The Housing Authority of Jackson County is only able to issue Vouchers to enable the family to move. A family may not move if they are currently in violation of their Family obligations on HUD-52646 form of the Housing Choice Voucher (4. D 1 – 9).

8.0 PORTABILITY

8.1 GENERAL POLICIES OF THE HOUSING AUTHORITY OF JACKSON COUNTY

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the Housing Authority of Jackson County at the time the family first submits its application for participation in the program to the Housing Authority of Jackson County, they may lease a unit anywhere in the jurisdiction of the Housing Authority of Jackson County or outside the Housing Authority of Jackson County jurisdiction as long as there is another entity operating a tenant-based Housing Choice Voucher program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence in the jurisdiction of the Housing Authority of Jackson County at the time of its application, the family will not have any right to lease a unit outside of the Housing Authority of Jackson County jurisdiction, for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of the Housing Authority of Jackson County.

Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period. Under extraordinary circumstances the Housing Authority of Jackson County may consider allowing more than one move in a 12-month period as described in Section 7.0 of this plan.

Families may only move to a jurisdiction where a Housing Choice Voucher Program is being administered.

The Housing Authority of Jackson County will no longer allow portability to areas in which the payment standard exceeds the payment standards set by the Housing Authority of Jackson County where the receiving PHA is billing and not absorbing. If the receiving PHA is absorbing, the payment standards of either agency would not be a factor.

Any of the above general policies will be waived by the Housing Authority of Jackson County in order to help participants who are complaint with their existing leases but who reasonably believe they need to move to protect the health and/or safety of a victim of domestic violence, dating violence or stalking. In order to exercise this waiver, the participant shall provide the Housing Authority of Jackson County with appropriate verification. Types of acceptable verifications are outlined in Section 17.2 of this section 8 Administrative Plan, and must be submitted in writing 14 business days after receipt of the Housing Authority's written request for verification.

8.2 INCOME ELIGIBILITY

A. Admission

A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.

B. If a portable family is already a participant in the Initial Housing Authority's Voucher Program, income eligibility is not required to be re-determined.

8.3 PORTABILITY: ADMINISTRATION BY RECEIVING HOUSING AUTHORITY

A. When a family utilizes portability to move to an area outside the Initial Housing Authority jurisdiction, another Housing Authority (the Receiving Housing Authority) must administer assistance for the family if that Housing Authority has tenant-based programs covering the area where the unit is located.

B. A Housing Authority with jurisdiction in the area where the family wants to lease a unit may issue the family a voucher. If there is more than one such housing authority, the Initial Housing Authority may choose which housing authority shall become the Receiving Housing Authority.

8.4 PORTABILITY PROCEDURES

A. When the Housing Authority of Jackson County is the Initial Housing Authority:

1. The Housing Authority of Jackson County will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant briefing.

2. The Housing Authority of Jackson County 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.

3. The Housing Authority of Jackson County will advise the family how to contact and request assistance from the Receiving Housing Authority 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.

4. The Housing Authority of Jackson County will within ten (10) calendar days notify the Receiving Housing Authority via telephone, fax or email.

5. The Housing Authority will immediately mail or fax the Receiving Housing Authority a completed part I of HUD Portability Form 52665, the most recent HUD Family Report Form (50058) for the family and related verification information. If the family is an applicant and not a participant, the Housing Authority of Jackson County will provide the Receiving

Housing Authority with the family information and income information in a format similar to that utilized by the 50058.

B. When the Housing Authority of Jackson County is the Receiving Housing Authority:

1. When the portable family requests assistance from the Housing Authority of Jackson County, the Housing Authority of Jackson County will within fourteen (14) calendar days of HAP contract execution (not its effective date) inform the Initial Housing Authority that it will absorb the family into its program or notify the Initial Housing Authority within the time limit set forth in Part I of the 52665 that it will bill the Initial housing Authority for assistance on behalf of the portable family. Completing Part II of HUD form 52665 in a timely manner will accomplish this. If the family is absorbed, the Housing Authority of Jackson County will also send the Initial Housing Authority a new HUD Form 50058.

2. The Housing Authority of Jackson County will issue a voucher to the family within fourteen (14) calendar days as long as the initial voucher has not expired (if it has expired, the family shall be referred back to the Initial Housing Authority). The term of the Housing Authority of Jackson County's voucher will not expire before the expiration date of any Initial Housing Authority's voucher. The decision to extend will take into account the Housing Authority of Jackson County existing absorption policy and the billing deadline date provided by the Initial Housing Authority in the 52665. If an extension is granted, the Initial Housing Authority will be informed of this decision. The family must submit a request for tenancy approval to the Housing Authority of Jackson County during the term of the Housing Authority of Jackson County housing choice voucher. If the Housing Authority of Jackson County has decided to bill the Initial Housing Authority, the request for tenancy approval must be processed in enough time for the Initial Housing Authority to process a Request for Lease time for the Initial Housing Authority to process a Request for Lease time for the Initial Housing Authority to process a Request for Lease approval and executed a HAP contract before the billing deadline date..

3. The Housing Authority of Jackson County will determine the family unit size for the portable family. The family unit size is determined in accordance with the Housing Authority of Jackson County's subsidy standards.

4. The Housing Authority of Jackson County will notify the Initial Housing Authority if the family has leased an eligible unit under the program, or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the housing choice voucher. In any event the

Housing Authority of Jackson County will notify the Initial Housing Authority of what is occurring before the expiration of the deadline established in the HUD Form 52665. If the family has leased a unit, the Housing Authority of Jackson County will notify the Initial housing Authority of this fact in enough time for the Initial Housing Authority to process a Request for Lease Approval and execute a HAP Contract if the Housing Authority of Jackson County

5. If the Housing Authority of Jackson County opts to conduct a new reexamination, the Housing Authority of Jackson County will not delay issuing the family a voucher or otherwise delay approval of a unit unless the re-certification is necessary to determine income eligibility.

6. In order to provide tenant-based assistance for portable families, the Housing Authority of Jackson County will perform all Housing Authority program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Authority or the Housing Authority of Jackson County may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.

C. Absorption by the Housing Authority of Jackson County

1. If funding is available under the consolidated ACC for the Housing Authority of Jackson County's Voucher Program when the portable family is received, the Housing Authority of Jackson County will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for the Housing Authority of Jackson County's Tenant-Based Program.

D. Portability Billing

1. To cover assistance for a portable family, the Receiving Housing Authority may bill the Initial Housing Authority for housing assistance payments and administrative fees. The billing procedure will be as follows:

a. As the Initial Housing Authority, the Housing Authority of Jackson County will promptly reimburse the Receiving Housing Authority for the full amount of the housing assistance payments made by the Receiving Housing Authority for the portable family. The amount of the housing assistance payment for a portable family in the Receiving Housing Authority's program is determined in the same manner as for other families in the Receiving Housing Authority's program.

b. The Initial Housing Authority will promptly reimburse the Receiving Housing Authority for 80% of the Initial Housing Authority'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 Housing Authority. If both Housing Authorities agree, we may negotiate a different amount of reimbursement.

E. When a Portable Family Moves

When a portable family moves out of the tenant-based program of a receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the receiving Housing Authority, and the first receiving Housing Authority is no longer required to provide assistance for the family.

F. On-going Responsibilities as a Receiving Housing Authority

When the Housing Authority of Jackson County is a receiving agency it will:

1. Send the Initial Housing Authority an updated HUD Form 50058 at each annual recertification's so the Initial Housing Authority can reconcile it with its records.

2. Send the Initial Housing Authority a copy of any new HUD Forms 52665s and 50058s to report any change in the billing amount with ten (10) working days of the effective date of any change in the billing amount.

3. If the Housing Authority of Jackson County decides to absorb a family it had previously been billing for, it shall notify the Initial Housing Authority within ten (10) working days following the effective date of the termination of the billing arrangement.

4. If the family decides it wants to move to yet another jurisdiction, the Initial Housing Authority shall be promptly notified and requested to send a new HUD Form 52665 and supporting documentation to the new Receiving Housing Authority.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS FROM INCOME, DEDUCTIONS FROM INCOME

To determine annual income, the Housing Authority of Jackson County counts the

income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority of Jackson County subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

9.2 INCOME

A. Annual income means all amounts, monetary or not, that:

1. Go to (or on 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. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.

2. The net income from 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 reimbursement of cash or assets invested in the operation by the family.

3. 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. 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.

4. 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.) Unless it is accelerated payment for regular workman compensation payments in lieu of earnings.

5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.) Unless it is accelerated payments for regular workman compensation payments in lieu of earnings.

6. Welfare assistance

   a. Welfare assistance payments

      i. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

         (1). Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
         (2). Are not otherwise excluded under paragraph Section 9.3 of this Plan.

      ii. If the welfare assistance payment includes an amount specifically designated for shelter and 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:

         (1). The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(2). 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 y applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

b. 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 or non-compliance.

c. 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.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.

8. Any money received by a tenant on a routine and/or recurring basis (3 consecutive months) will be consider income, whether this is called a gift or a loan, this money is consider income and accessible to the tenant.

9. 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.)

9.3 EXCLUSIONS FROM INCOME

Annual income does not include the following:

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 tenant family, who are unable to live alone) or payments made under Kin-Gap or similar guardianship care programs for children leaving the juvenile court system;

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

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 amount of student financial assistance paid directly to the student or to the educational institution for tuition. For Section 8, 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."

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, child care, 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, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. 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) 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;

6. 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. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

11. 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;

12. 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

13. 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 provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));

    b. Payments to Volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.CX. 5044(g), 5058);

    c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626©);

d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 469e);

e. Payments or allowances made under the D3epartment of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 862(f));

f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act o f1998 (29 U.S.C. 2931);

g. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (pub. L. 94-540, 90 Stat. 2503-04);

h. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interest of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);

i. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *Re Agent-product liability litigation, M.D.L. No.381 (E.D.N.Y.);*

l. *Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);*

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. 985q);*

n. *Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));*

o. *Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);*

p. *Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637 (d));*

q. Any allowance paid under the provisions of 38 U.S>C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);

r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursements 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

s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

t. The $600 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card. This expires on May 15, 2006 or when the participant enrolls in the Medicare Prescription Drug Program.

u. Any low-income subsidy received to assist low-income persons in paying for their Medicare prescription drug Program.

v. Income payments from the U.S. Census Bureau defined as employment lasting no longer than 180 days and not culminating in permanent employment.

9.4 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 annual income

1. Un-reimbursed_medical expenses (as defined by the I.R.S.) of any elderly family or disabled family including any fee paid by the participant for the Medicare Prescription Drug Program; 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; and

D. Reasonable child-care expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

E. For person with disabilities, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:

1. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined ad working less than 10 hours a week at the established minimum wage) for one or more years.

2. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.

3. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least $500.

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

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

9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD

CONCERNING INCOME

A. If a Section 8 participant receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) days of receipt by the participant.

B. The Case Coordinator shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.

C. After the reconciliation is complete, the Housing Authority of Jackson County shall adjust the participant's rental contribution beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the and of the current month. In addition, if the participant had not previously reported the proper income, the Housing Authority of Jackson County shall do the following:

1. Establish a repayment plan for the participant's family to pay the sum due to the agency. (See Section 13.2 and Section 15.0j).

9.6 COOPERATING WITH WELFARE AGENCIES

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

A. To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 tenant-based assistance program to achieve self-sufficiency.

B. To provide written verification to the Housing Authority of Jackson County concerning Welfare benefits for families applying for or receiving assistance in our housing assistance Programs.

9.7 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The Housing Authority of Jackson County will comply, on a case-by-case basis, with information request from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators, The Housing Authority of Jackson County 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

and/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 Jackson County that the fugitive felon and/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 case of the State of New Jersey, 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 Jackson County'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 Jackson County will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Annually 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 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 the order of preference indicated:

1. **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:

a. **Tenant Assessment Subsystem (TASS)** – HUD's online system for Social Security (SS) and Supplemental Security Income (SSI) information.
b. **State Wage Information Collection Agencies (SWICAs)**
c. **State systems for the Temporary Assistance for Needy Families (TANF) program**
d. **Credit Bureau Information (CBA) credit reports**
e. **Internal Revenue Service (IRS) Letter 1722**
f. **Private sector databases (e.g. The Work Number)**

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

It is important to note that UIV data will only be used to verify a participant's eligibility for participation in a rental assistance program and to determine the level of assistance the participant 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 of Jackson County has 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 Jackson County requiring the immediate payment of any over-subside, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the Housing Authority of Jackson County 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 violated 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. **Third-Party Written Verifications**

This type of verification includes written documentation, with forms sent directly to and received directly from a source, including faxes and email, 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 Verifications. They will be utilized when there is a discrepancy of $200 a month or more and the participant disputes the UIV results.

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 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 Jackson County will allow 2 weeks for the return of third party written verifications prior to continuing on to the next type of verification.

3. **Third-Party Oral Verifications**

This type of verification includes 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 Jackson County will allow 5 business days for the return of the return of third party oral verifications prior to continuing on to the next type of verification.

4. **Review of Documents**

When UIV, written and oral third party verifications are not available with the 2 week and 5 business days period allowed in paragraphs 2 and 3 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will b 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 documents(s).

5. **Self-Certification and Self-Declaration**

When UIV, written and oral third party verifications are not available within the 2 week and 5 business day's period allowed in paragraphs 2 and 3, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification 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 Jackson County will document the reason for the choice of the verification methodology in the applicant/resident's file.

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 Jackson County will send a request form to the source along with a release form signed by the applicant/participant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports and AFS Printouts	Social Security Card
Citizenship	N/A	Signed certification
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 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		
Item to Be Verified	**3rd 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
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare Rx on it.
Value of and Income from Asset		
Savings, checking accounts	Letter from institution	Passbook, 6 months of most current bank statements
CDs, bonds, etc	Letter 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
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer Wage/AFS Printouts	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., 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 source, letter from Human Services & AFS Printout	Record of automatic deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	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 - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of-pocket expenses incurred in order to participate in a program	N/A

10.3 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.

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 also be required 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 Jackson County will make a copy of the individual's INS documentation and place the copy in the file. The Housing Authority of Jackson County also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility; the Housing Authority of Jackson County will mail information to the INS so a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals or eligible non-citizens, or whose status cannot be confirmed, must be listed on a statement of non-eligible members and the list must be signed by the head of the household.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

Any family member who does not choose to declare their 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 admission 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 Jackson County 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 unit, the family’s assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 3 years from the date of 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 six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority of Jackson County will accept printouts from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. The Housing Authority of Jackson County will not require any individual who does not have a Social Security Number to obtain a Social

Security Number.

If a member of a tenant 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 60 calendar days to provide the verification. If the individual is at least 62 years of age, they will be given 120 calendar days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

10.5 TIMING OF VERIFICATION

Verification must be dated within 90 calendar 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 only 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. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their status will be verified.

For each family member age 6 and above, verification of 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. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

10.7 SPECIAL VERIFICATION FOR ADULT STUDENTS

Applicants who are full-time students without dependents must provide proof that they have established residency outside of their parent's or guardian's home for at least one year prior to admission, that they are not claimed as a dependent on their parent or guardian's tax returns for the prior year, and that they do not have an athletic or academic scholarship that provides for room and board.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 GENERAL

After October 1, 1999, the Housing Authority of Jackson County will issue only vouchers to applicants, movers, and families entering the jurisdiction through portability. Certificates currently held will continue to be honored until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete (see Section 21.0 for additional guidance).

11.2 RENT REASONABLENESS

The Housing Authority will not approve an initial rent or a rent increase in any of the tenant-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease and at the following times:

A. Before any increase in rent to owner is approved;

B. If 60 days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and

C. If the Housing Authority or HUD directs that reasonableness be re-determined.

11.3 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the 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, and number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units.

The Housing Authority will maintain current survey information on rental units in the jurisdiction. The Housing Authority will also obtain from landlord associations and management firms the value of the array of amenities.

Owners are invited to submit information to the survey at any time. Owners may review the determination made on their unit and may submit additional information or make improvements to the unit that will enable the Housing Authority to establish a higher value.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises.

11.4 MAXIMUM SUBSIDY

The Fair Market Rent (FMR) published by HUD determines the maximum subsidy for a family.

For a regular tenancy under the Certificate Program, the FMR is the maximum initial gross rent under the assisted lease. This only applies until the transition of the merger of the Section 8 Certificate and Voucher programs as outlined in 24 CFR 982.502 is complete.

For the Voucher Program, the maximum payment standard will be between 90% and 110% of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

For a voucher tenancy in an insured or noninsured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

11.4.1 Setting the Payment Standard

HUD requires that the payment standard be set by the Housing Authority between 90 and 110% of the FMR. The Housing Authority of Jackson County will review its determination of the payment standard annually after publication of the F.M.R.'s. The Housing Authority of Jackson County will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

The Housing Authority of Jackson County may establish a higher payment standard, which could go up to 120%, as a reasonable accommodation for a family that includes people with disabilities.

If a higher payment standard is needed as a reasonable accommodation, the Housing Authority of Jackson County shall submit the following to HUD:

A. A statement from a health care provider regarding the nature of the disabled person’s disability/disabilities and the features of the unit (which may include its location) which meet that person’s needs.
B. The contract rent and utility allowance for the unit.

C. A statement from the agency that is has determined the rent for the unit is reasonable, and that the unit has the feature(s) required to meet the needs of the person with disabilities as noted in the statement from the health care provider.
D. The household's monthly adjusted income.
E. The FMR for the unit size for which the family is eligible.
F. Proposed effective date of the new lease or actual effective date of the lease renewal.

Payment standards will not be raised solely to allow the renting of luxury quality units.

If success levels are projected to be extremely high and rents are projected to be at or below 30% of income, the Housing Authority will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one bedroom size may increase or decrease while another remains unchanged. The Housing Authority of Jackson County may consider adjusting payment standards at times other than the annual review when circumstances warrant.

Before increasing any payment standard, the Housing Authority will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

11.4.2 Selecting the Correct Payment Standard for a Family

A. For the voucher tenancy, the payment standard for a family is the lower of:

1. The payment standard for the family voucher size; or

2. The payment standard for the unit size rented by the family.

B. If the unit rented by a family is located in an exception rent area; the Housing Authority will use the appropriate payment standard for the exception rent area.

C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:

1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or

2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.

E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.4.3 Area Exception Rents

In order to help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, the Housing Authority may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. The Housing Authority may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes, or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

11.5 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10% of monthly income

2. 30% of adjusted monthly income

3. Minimum rent

Plus any rent above the payment standard.

B. Minimum Rent. (24 CFR 5.630)

The Housing Authority of Jackson County has set the minimum rent as **$50.00**. However, if the family requests a hardship exemption, the Housing Authority of Jackson County will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will

not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:

    a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;

    b. When the family would be evicted as a result of the imposition of the minimum rent requirement;

    c. When the income of the family has decreased because of changed circumstances, including loss of employment;

    d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;

    e. When a death has occurred in the family.

2. 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 to the Housing Authority for the time of suspension.

3. Temporary hardship. If the Housing Authority 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 calendar days from the date of the family's request. 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 reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.

4. 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.

5. Appeals. The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

C. Section 8 Merged Vouchers

1. The payment standard is set by the Housing Authority between 90% and 110% of the FMR or higher or lower with HUD approval.

2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.

2. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40% of their monthly-adjusted income.

D. Section 8 Preservation Vouchers

1. Payment Standard

a. The payment standard is the lower of:

i. The payment standard amount for the appropriate family voucher size; or

ii. The payment standard amount for the size of the dwelling unit actually rented by the family.

b. If the dwelling unit is located in an exception area, the Housing Authority of Jackson County will use the appropriate payment standard for the exception area.

c. During the HAP contract term, the payment standard for the family is the higher of:

i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or

ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

a. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:

i. Paragraph (c) (i) of this section does not apply; and

ii. The new family unit size must be used to determine the payment standard.

1. The Housing Authority of Jackson County will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:

   a. The payment standard minus the total tenant payment; or

   b. The gross rent minus the total tenant payment.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.

2. The space rent is the sum of the following as determined by the Housing Authority:

   a. Rent to the owner for the manufactured home space;

   b. Owner maintenance and management charges for the space; and

   c. Utility allowance for tenant paid utilities.

3. The participant pays the rent to owner less the HAP.

4. HAP equals the lesser of:

   a. The payment standard minus the total tenant payment; or

   b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

F. Rent for Families under the Non-citizen Rule

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

1. The family was receiving assistance on June 19, 1995;

2. The family was granted continuation of assistance before November 29, 1996;

3. The family's head or spouse has eligible immigration status; and

4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for **prorated** assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Housing Authority of Jackson County will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority of Jackson County will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

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

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.

2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).

3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

11.6 UTILITY ALLOWANCE

The Housing Authority maintains a utility allowance schedule for all tenant-paid utilities (except telephone, cable etc.), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services (e.g., trash collection (disposal of waste and refuse)).

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the Housing Authority uses normal patterns of consumption for the community as whole and current utility rates.

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% or more in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule.

The Housing Authority uses the appropriate utility allowance for the size of dwelling unit actually leased by the family (rather than the family unit size as determined under the Housing Authority subsidy standards).

At each reexamination, the Housing Authority applies the utility allowance from the most current utility allowance schedule.

The Housing Authority will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

11.7 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge the Housing Authority of Jackson County a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Housing Authority's jurisdiction.

11.8 CHANGE OF OWNERSHIP/ADDRESS

The Housing Authority of Jackson County requires a written request by the owner who executed the HAP contract in order to make changes regarding who is to receive the Housing Authority of Jackson County's rent payment or the address as to where the rent payment should be sent.

In order to process a change of ownership the Housing Authority requires a written request from the previous owner. Both the previous and the new owner must complete the following documents:

A. Assignment of Lease; and

B. Assignment of HAP Contract.

New owners will be required to execute IRS form W-9. The Housing Authority of Jackson County may withhold the rent payment until the taxpayer identification number is received.

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

The Housing Authority of Jackson County will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Existing Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

The Housing Authority of Jackson County must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and/or owner will be notified of the inspection appointment. If the family can not be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable the Housing Authority to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, the Housing Authority of Jackson County will mail the second inspection appointment to the family. If the family misses two inspections, the Housing Authority of Jackson County will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are six types of inspections the Housing Authority of Jackson County will perform:

A. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.

B. Annual Inspection - An inspection to determine that the unit continues to meet HQS.

C. Special (Complaint) Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.

D. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.

E. Special (Emergency) - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

F. Quality Control Inspection – Supervisory inspections on at least 5% of the total of the total number of units that were under lease during the Housing Authority's previous fiscal year.

12.2 OWNER AND FAMILY RESPONSIBILITY

A. Owner Responsibility for HQS

1. The owner must maintain the unit in accordance with HQS.

2. If the owner fails to maintain the dwelling unit in accordance with HQS, the Housing Authority of Jackson County will take prompt and vigorous action to enforce the owner obligations. The Housing Authority of Jackson County's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.

3. The Housing Authority of Jackson County will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Housing Authority of Jackson County and the Housing Authority of Jackson County verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days.

4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Housing Authority of Jackson County may terminate assistance to a family because of the HQS breach caused by the family.

5. The landlord shall not sublet or retain for personal use any portion of the dwelling unit and/or storage areas that are structurally attached to the dwelling unit. This also includes detached garages, sheds or other outbuildings.

6. The landlord will be required to comply with any local ordinances regarding garbage removal service to all new families. Existing families will not be affected unless it becomes a HQS violation.

B. Family Responsibility for HQS

1. The family is responsible for a breach of the HQS that is caused by any of the following:

   a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;

   b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or

c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).

2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days.

3. If the family has caused a breach of the HQS, the Housing Authority of Jackson County will take prompt and vigorous action to enforce the family obligations. The Housing Authority of Jackson County may terminate assistance for the family in accordance with 24 CFR 982.552.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401

This Section states performance and acceptability criteria for these key aspects of the following housing quality standards:

A. Sanitary Facilities

1. Performance Requirements

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

2. Acceptability Criteria

a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

d. The facilities must utilize an approval public or private disposal system (including a locally approval septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements

a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2. Acceptability Criteria

a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approval public or private system.

c. The dwelling unit must have space for the storage, preparation, and serving of food.

d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and security

1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

2. Acceptability Criteria

a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Bedrooms shall have a

minimum of 70 square feet of living space. (Subject living space shall have a minimum ceiling height of 7 feet).

c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

2. Acceptability Criteria

a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

b. The dwelling unit must not contain un-vented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

E. Illumination and Electricity

1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

2. Acceptability Criteria

a. There must be at least one window in the living room and in each sleeping room.

b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition. When feasible and not a cost burden to the landlord the bathroom/kitchen area must have a GFCI outlet.

c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

2. Acceptability Criteria

a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

b. The roof must be structurally sound and weather tight.

c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc. must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

e. Elevators must be working and safe.

G. Interior Air Quality

1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

2. Acceptability Criteria

a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

b. There must be adequate air circulation in the dwelling unit.

c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.

d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

1. Performance Requirements

The water supply must be free from contamination.

2. Acceptability Criteria

The dwelling unit must be served by an approval public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

1. Definitions

a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.

b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, and stair treads in a common stairwell, or an exterior wall.

c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.

d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).

2. Performance Requirements

a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR 35.24(b) (4) and supersedes, for all housing to which it applies the requirements of subpart C of 24 CFR part 35.

b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982.

c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found such surfaces must be treated in accordance with paragraph k of this Section.

d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces with in the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.

f. The requirements in this paragraph apply to:

   i. All painted interior surfaces within the unit (including ceilings but excluding furniture);

   ii. The entrance and hallway providing access to a unit in a multi-unit building; and

   iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with **a child under the age of six years with an identified EBL** condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.

h. Testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.

i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:

i. Within the unit;

ii. The entrance and hallway providing access to a unit in a multi-unit building; and

iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors, but excluding outbuildings such as garages and sheds).

j. In lieu of the procedures set forth in paragraph g of this Section, the housing authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.

k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:

i. A defective paint surface shall be treated if the total area of defective paint on a component is:

(1) More than 10 square feet on an exterior wall;

(2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;

(3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.

ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro-blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.

iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro-blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.

iv. During exterior treatment soil and playground equipment must be protected from contamination.

v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.

n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a certificate or voucher to move.

o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the

dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows). Housing Authority of Jackson County reserves the right to decline any dwelling unit with louvered windows where egress is in question.

K. Site and Neighborhood

1. Performance Requirements

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

L. Sanitary Condition

1. Performance Requirements

The dwelling unit and its equipment must be in sanitary condition.

2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

M. Smoke Detectors

1. Performance Requirements

a. Except as provided in paragraph b below of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If any hearing-impaired person occupies the dwelling unit, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

The Housing Authority of Jackson County will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, the Housing Authority of Jackson County has received HUD approval to require the following additional criteria:

A. Bedrooms shall have a minimum of 70 square feet of living space. (Subject living space shall have a minimum ceiling height of 7 feet).

B. In each room, there will be at least one exterior window that can be opened. (Housing Authority of Jackson County reserves the right to decline any dwelling unit with louvered windows where egress is in question).

C. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.

D. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption, unless the rental agreement between the landlord and the tenant provides that the landlord shall be responsible to the appropriate utility provider for any common utility that services part or all of another dwelling unit.

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

The Housing Authority of Jackson County will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter (within 5 business days) upon receipt of a Request for Tenancy Approval. The owner and participant will be notified in of the results of the inspection. If the unit fails HQS again, the owner and or participant will be advised to notify the Housing Authority of Jackson County to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 calendar days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed on the program until the unit meets the HQS requirements.

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 calendar days.

If the owner fails to correct the HQS failed items after proper notification has been given, the Housing Authority of Jackson County will abate payment and terminate the contract in accordance with Sections 12.7 and 17.0(B)(3)f(i.).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given; the Housing Authority of Jackson County will

terminate assistance for the family in accordance with Sections 12.2(B) and 17.0(B)(3).

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.

2. Repair of refrigerators, range and oven, or essential service supplied by the owner must be abated within 72 hours.

3. Non-emergency items must be completed within 30 calendar days.

4. For major repairs, the owner will have up to 30 calendar days.

D. Extensions

At the sole discretion of the Housing Authority of Jackson County, extensions of up to 30 calendar days may be granted to permit an owner/tenant to complete repairs if the owner/tenant has made a good faith effort to initiate repairs. If repairs are not completed within 60 calendar days after the inspection date, the Housing Authority of Jackson County will abate/terminate the rent and cancel the HAP contract for owner/tenant noncompliance. Additional extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks.

12.6 EMERGENCY FAIL ITEMS

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

A. No hot or cold water

B. No electricity

C. Inability to maintain adequate heat

D. Major plumbing leak

E. Natural gas leak

F. Broken lock(s) on first floor doors or windows

G. Broken windows that unduly allow weather elements into the unit

H. Electrical outlet smoking or sparking

I. Exposed electrical wires which could result in shock or fire

J. Unusable toilet when only one toilet is present in the unit

K. Security risks such as broken doors or windows that would allow intrusion

L. Other conditions which pose an immediate threat to health or safety

12.7 ABATEMENT

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within in the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 30 calendar days. If the corrections of deficiencies are not made within the timeframe, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, within the initial 30 calendar day abatement period, the Housing Authority of Jackson County will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the next scheduled payment cut off.

For tenant caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, the Housing Authority of Jackson County will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

13.0 OWNER CLAIMS FOR DAMAGES, UNPAID RENT, AND VACANCY LOSS AND PARTICIPANT'S ENSUING RESPONSIBILITIES

This Section only applies to HAP contracts in effect before October 2, 1995. Certificates have a provision for damages, unpaid rent, and vacancy loss. Vouchers have a provision for damages and unpaid rent. No vacancy loss is paid on vouchers. No Damage Claims will be processed unless the Housing Authority of Jackson County has performed a damage claim inspection. It is the owner's responsibility to request the damage claim inspection if he/she believes there may be a claim, that would exceed the Security Deposit collected or could have been collected (excluding normal wear & tear).

Damage claims are limited in the following manner:

A. In the Certificate Program, owners are allowed to claim up to two (2) months contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease.

B. In the Voucher Program, owners are allowed to claim up to one (1) month contract rent minus greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the Voucher Program.

C. No damage claims will be paid under either program effective on or after October 2, 1995.

13.1 OWNER CLAIMS FOR PRE-OCTOBER 2, 1995, UNITS

In accordance with the HAP contract, owners can make special claims for damages, unpaid rent, and vacancy loss (vacancy loss can not be claimed for vouchers) after the tenant has vacated or a proper eviction proceeding has been conducted.

Owner claims for damages, unpaid rent, and vacancy loss are reviewed for accuracy and completeness. Claims are then compared to the move-in and annual inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

The Housing Authority of Jackson County will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages, unpaid rent, and vacancy loss paid to the owner and will be held responsible to repay the Housing Authority of Jackson County to remain eligible for the Section 8 Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages. The Housing Authority of Jackson County will develop a list of reasonable costs and charges for items routinely included on damage claims. This list will be used as a guide.

Owners can claim unpaid rent owed by the tenant up to the date of HAP termination.

In the Certificate Program, owners can claim for a vacancy loss as outlined in the HAP contract. In order to claim a vacancy loss, the owner must notify the Housing Authority of Jackson County immediately upon learning of the vacancy or suspected vacancy. The owner must make a good faith effort to rent the unit as quickly as possible to another renter.

All claims and supporting documentation under this Section must be submitted to the Housing Authority of Jackson County within 30 calendar days (or any approved Housing Authority extension not to exceed 60 calendar days) of the damage claim inspection. Any

reimbursement shall be applied first towards any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

13.2 PARTICIPANT RESPONSIBILITIES

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to the Housing Authority of Jackson County. This shall be done by either paying the full amount due immediately upon the Housing Authority of Jackson County requesting it or through a Repayment Agreement that is approved by the Housing Authority of Jackson County.

If the participant has not made 2 consecutive payments on their current Repayment Agreement or has unpaid claims on more than one unit, the participant shall be terminated from the program. (The participant retains the right to request an informal hearing.

14.0 RECERTIFICATION

14.1 ANNUAL REEXAMINATION

At least annually the Housing Authority of Jackson County 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 subsidy is correct, based on the family unit size.

The Housing Authority of Jackson County will send an annual review packet to the family letting them know that it is time for their annual reexamination. The letter includes forms for the family to complete in preparation for the annual reexamination the letter includes instructions to the family that the paperwork is considered an appointment. The letter tells families who may need help completing the paperwork, due to a disability that they may contact staff to request an accommodation of their needs.

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 Jackson County will determine the family's annual income and will calculate their family share.

14.1.1 Effective Date of Rent Changes for Annual Reexaminations

The new family share will generally be effective upon the anniversary date with 30-calendar day’s 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 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.

14.2 INTERIM REEXAMINATIONS

During an interim reexamination, all of the information and income being reported will be reviewed and verified.

Families will be required to report any increases or decreases in income or allowable expenses between annual reexaminations. An interim re-exam will be triggered if a family begins receiving earned income where there had been none before or if the family is currently on a utility allowance check. Families on a utility allowance check will have any and all increases in income result in an interim reexamination.

The following changes **will not** trigger an interim reexamination.

A. Temporary income reductions lasting less than 30 days

B. Income reductions totaling less than $600.00 annually

Families are required to report the following changes to the Housing Authority of Jackson County between regular reexaminations. These changes **will** trigger an interim reexamination. When a family requests an interim reexamination to reduce the family's share of rent, the change must be reported in writing and interim paperwork returned to the Housing Authority of Jackson County by the 15th of each month (unless the 15th falls on a weekend then the prior business day).

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. Adult members must be absent for 30 calendar days before the Housing Authority of Jackson County will remove them from the household. Exceptions will be made where a court ordered document such as a restraining order is in place.

C. Remaining Member of Household

A current participant's housing assistance **can not** be assigned to another person unless that person has resided in the unit for at least six months.

D. Families on a Utility Allowance Payment

Families that are receiving a utility allowance will need to report any income changes.

E. Family break-up

In circumstances of a family break-up, if the family is unable to determine who will retain the voucher assistance, the Housing Authority of Jackson County will make the determination of which family member will retain the voucher assistance, taking into consideration the following factors (the factors are not ranked in order of importance):

1. The interest of minor children or of ill, elderly, or disabled family members.

2. Whether the assistance should remain with the family members remaining in the unit.

3. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

4. If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Housing Authority of Jackson County will be bound by the court's determination of which family members continue to receive assistance in the program.

F. Violence Against Women Act Report

The Housing Authority of Jackson County provides or offers the following activities, services, or programs, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking.

1. HAJC will provide them with phone numbers/names for the local agency's that provide services. HAJC will also direct them to our local shelters.

The Housing Authority of Jackson Country provides or offers the following activities, services, or programs that would help child and adult victims of

domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing.

1. HAJC will allow the family to move (with proper documentation) when there is a lease violation due to the violence.

The Housing Authority of Jackson County provides or offers the following activities, services, or programs to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

1. All information will be kept confidential.

Because of the number of possible different circumstances in which a determination will have to be made, the Housing Authority of Jackson County will make determinations on a case by case basis.

The Housing Authority of Jackson County will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through birth or adoption (including a live-in aide) the family must request that the new member be added to the lease, within 10 business days. Failure to report changes in household composition that would increase a family's rent will result in an overpayment. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The individual being added will go through the screening process similar to the process for applicants. (Refer to Section 7.0). The Housing Authority of Jackson County will determine the eligibility of the individual before allowing them to be added to the lease. At this time written approval from the owner/landlord must be provided. The Housing Authority of Jackson County will then grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

If the individual is found to be ineligible or does not pass the screening criteria, they will be advised of the determination and given the opportunity for an informal review. All guest/visitors are all allowed to stay for the length of time specified in their rental agreement or 30 calendar days in a year, whichever is less.

No time limit is given to minor children visiting a non-custodial parent unless the

child/children are expected to be in the household for six months or more. In this case they must be added as a family member. The same for adults that are

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Housing Authority of Jackson County may schedule special reexaminations every 90 calendar days until the income stabilizes and an annual income can be determined.

14.2.2 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 causes a delay, then the rent increases 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 any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

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.

14.3 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

If the Housing Authority of Jackson County makes a mistake in calculation 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 **12 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 refund methods.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE HOUSING AUTHORITY OF JACKSON COUNTY

The Housing Authority may at any time terminate program assistance for a participant, because of any of the actions or inaction by the household:

If the family violates any family obligations under the program.

If a family member fails to sign and submit consent forms.

If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Housing Authority of Jackson County 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 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 Voucher Program for a period of **3 years** from the date of termination.

A. If any member of the family has ever been evicted from Public Housing. Such family will not be eligible to be readmitted to Section 8 Voucher Program for a period of **3 years** from the date of termination.

B. The family may not commit any serious or repeated violation(s) of the lease. If a **FED** is filed and a judgment is awarded to the owner and enforced, the family will be terminated from the program. Such family will not be eligible to be readmitted to Section 8 Voucher Program for a period of **3 years** from the date of termination.

C. If any member of the family is convicted of any drug-related criminal activity, or violent criminal activity. Such family will not be eligible to be readmitted to Section 8 Voucher Program for a period of **3 years** from the date of termination.

D. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any Federal Housing Program. Such family will not be eligible to be readmitted to Section 8 Voucher Program for a period of **3 years** from the date of termination.

E. If the family currently owes rent or other amounts to the Housing Authority or to another Housing Authority in connection with Section 8 or Public Housing assistance under the 1937 Act.

F. If the family has not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

G. If the family breaches an agreement with the Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority.

H. If the family has engaged in or threatened abusive or violent behavior toward Housing Authority personnel. Such family will not be eligible to be readmitted to Section 8 Voucher Program for a period of **3 years** from the date of termination.

I. If any household member is convicted for delivery of methamphetamine or any other controlled substance, they will not be eligible to be readmitted to the Section 8 Voucher Program for a period of **5 years** from the date of termination or conviction, whichever is later.

J. If any household member is convicted for manufacturing or producing methamphetamine or any other controlled substance they will not be eligible to be readmitted to the Section 8 Voucher Program for a period of **10 years** from the date of termination or conviction whichever is later.

K. If any household member is subject to a lifetime registration requirement under a State sex offender registration program. Such family will **never** be eligible to be readmitted to any Section 8 program.

L. If a family has moved out of their unit in violation of the lease, the Housing Authority of Jackson County will not issue a voucher and will terminate assistance in compliance with Section 17.0 Grounds for Termination of the Lease and Contract.

M. If the family fails to respond to the appointment letter and fails to return the required paperwork by the deadline date, a second appointment will be scheduled. The second letter will advise of a new appointment to come into the office to have the paperwork completed, allowing for the same considerations for accommodation as in Section 14.1. The letter will also advise that failure by the family to comply with the deadline date will result in the Housing Authority of Jackson County taking action to terminate the families' assistance.

N. Any household member having a criminal history involving crimes of physical violence against persons or property or any other criminal activity including drug-related criminal activity.

O. Any household member involved with alcohol abuse that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residence.

P. When a family member has been charged with possession of a controlled substance and who has been determined otherwise eligible the Housing Authority of Jackson County may waive this requirement if:

1. The person has successfully completed a supervised drug rehabilitation program; or

2. The person is participating in a supervise drug or alcohol rehabilitation program; or

3. The person has otherwise been rehabilitated successfully.

Q. Engage in drug-related criminal activity and/or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

16.0 COMPLAINTS, INFORMAL REVIEWS FOR APPLICANTS, INFORMAL HEARINGS FOR PARTICIPANTS

16.1 COMPLAINTS

The Housing Authority of Jackson County will investigate and respond to complaints by participant families, owners, and the general public. The Housing Authority of Jackson County may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Housing Authority of Jackson County will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Housing Authority of Jackson County decision. The notice will state that the applicant may request an informal review within 10 business days of the denial and will describe how to obtain the informal review.

B. When an Informal Review is not required

The Housing Authority of Jackson County will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under the Housing Authority of Jackson County subsidy standards.

2. A Housing Authority of Jackson County determination not to approve an extension or suspension of a certificate or voucher term.

3. A Housing Authority of Jackson County determination not to grant approval to lease a unit under the program or to approve a proposed lease.

4. A Housing Authority of Jackson County determination that a unit selected by the applicant is not in compliance with HQS.

5. A Housing Authority of Jackson County determination that the unit is not in accordance with HQS because of family size or composition.

6. General policy issues or class grievances.

7. Discretionary administrative determinations by the Housing Authority of Jackson County.

C. Informal Review Process

The Housing Authority of Jackson County will give an applicant an opportunity for an informal review of the Housing Authority of Jackson County decision denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by the Housing Authority of Jackson County other than the person who made or approved the decision under review or a subordinate of this person.

2. The applicant will be given an opportunity to present written or oral objections to the Housing Authority of Jackson County decision.

3. The Housing Authority of Jackson County will notify the applicant of the Housing Authority of Jackson County decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

In deciding whether to deny assistance because of action or inaction by members of the family, the Housing Authority may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial of assistance on other family members who were not involved in the action or failure.

The Housing Authority may impose, as a condition of continued eligibility for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The Housing Authority may permit the other members of the eligible family to continue the eligibility process.

If the Housing Authority seeks to deny admission or terminate assistance for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, (the family member's history will also be considered), and the Housing Authority of Jackson County will consider the following:

1. Has successfully completed a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;

2. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

E. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that the Housing Authority of Jackson County provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant 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.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is required

1. The Housing Authority of Jackson County will give a participant family an opportunity for an informal hearing to consider whether the following Housing Authority of Jackson County decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Housing Authority of Jackson County policies:

a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.

b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Housing Authority of Jackson County utility allowance schedule.

c. A determination of the family unit size under the Housing Authority of Jackson County subsidy standards.

d. A determination that a Certificate Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the Housing Authority of Jackson County subsidy standards, or the Housing Authority of Jackson County determination to deny the family's request for an exception from the standards.

e. A determination to terminate assistance for a participant family because of the family's action or failure to act.

f. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Housing Authority of Jackson County policy and HUD rules.

2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Housing Authority of Jackson County will give the opportunity for an informal hearing before the Housing Authority of Jackson County terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not required

The Housing Authority of Jackson County will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by the Housing Authority of Jackson County.

2. General policy issues or class grievances.

3. Establishment of the Housing Authority of Jackson County schedule of utility allowances for families in the program.

4. A Housing Authority of Jackson County determination not to approve an extension or suspension of a certificate or voucher term.

5. A Housing Authority of Jackson County determination not to approve a unit or lease.

6. A Housing Authority of Jackson County determination that an assisted unit is not in compliance with HQS. (However, the Housing Authority of Jackson County will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)

7. A Housing Authority of Jackson County determination that the unit is not in accordance with HQS because of the family size.

8. A determination by the Housing Authority of Jackson County to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A) (1) (a), (b), and (c), of this Section, the Housing Authority of Jackson County will notify the family that the family may ask for an explanation of the basis of the Housing Authority of Jackson County's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Housing Authority of Jackson County will give the family prompt written notice that the family may request a hearing within 10 business days of the notification. The notice will:

   a. Contain a brief statement of the reasons for the decision; and

   b. State that if the family does not agree with the decision, the family may request an informal hearing on the decision within 10 business days of the notification.

D. Hearing Procedures

The Housing Authority of Jackson County and participants will adhere to the following procedures:

1. Discovery

   a. The family will be given the opportunity to examine before the hearing any Housing Authority of Jackson County documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Housing Authority of Jackson County does not make the document(s) available for examination on request of the family, the Housing Authority of Jackson County may not rely on the document at the hearing.

   b. The Housing Authority of Jackson County will be given the opportunity to examine, at the Housing Authority of Jackson County's offices before the hearing, any family documents that are directly relevant to the hearing. The Housing Authority of Jackson County will be allowed to copy any such document at the Housing Authority of Jackson County's expense. If the family does not make the document(s) available for examination on request of the

Housing Authority of Jackson County, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

a. The hearing will be conducted by any person or persons designated by the Housing Authority of Jackson County, other than a person who made or approved the decision under review or a subordinate of this person.

b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Housing Authority of Jackson County hearing procedures.

4. Evidence

The Housing Authority of Jackson County and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

6. Effect of the Decision

The Housing Authority of Jackson County is not bound by a hearing decision:

a. Concerning a matter for which the Housing Authority of Jackson County is not required to provide an opportunity for an informal hearing under this Section, or that otherwise exceeds the authority

of the person conducting the hearing under the Housing Authority of Jackson County hearing procedures.

b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.

c. If the Housing Authority of Jackson County determines that it is not bound by a hearing decision, the Housing Authority of Jackson County will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Housing Authority of Jackson County provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant 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.

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The owner may terminate the lease, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The Housing Authority of Jackson County may terminate the HAP contract. Under some circumstances the contract automatically terminates.

A. Termination of the lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to the Housing Authority of Jackson County after the initial term of the lease. The length of the notice that is required is 30 calendar days.

2. By the owner.

a. The owner may terminate the lease during its term on the following grounds:

i. Serious or repeated violations of the terms or conditions of the lease;

ii. Violation of Federal, State, or local law that impose obligations on the tenant in connection with the occupancy or use of the unit and its premises;

iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;

iv. Any drug/alcohol related criminal activity on or near the premises;

v. Other good cause. Other good cause may include, but is not limited to:

(1) Failure by the family to accept the offer of a new lease;

(2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;

(3) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;

(4) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the initial term of the lease, the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the Housing Authority of Jackson County a copy of any owner eviction notice to the tenant at the same time that the owner gives the notice to the tenant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.

3. Termination of the Lease by mutual agreement

The family and the owner may mutually agree to terminate the lease in accordance with Section 7.0 of this plan.

B. Termination of the Contract

1. Automatic termination of the Contract

a. If the Housing Authority of Jackson County terminates assistance to the family, the contract terminates automatically.

b. If the family moves out of the unit, the contract terminates automatically.

c. The contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy in accordance with lease and State and local law.

3. Termination of the HAP contract by the Housing Authority of Jackson County

The Housing Authority may terminate the HAP contract because:

a. The Housing Authority has terminated assistance to the family.

b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.

c. The unit is larger than appropriate for the family size or composition under the regular Certificate Program.

d. When the family breaks up and the Housing Authority of Jackson County determines that the family members who move from the unit will continue to receive the assistance.

e. The Housing Authority of Jackson County determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.

f. The owner has breached the contract in any of the following ways:

i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.

ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Housing Act.

iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.

iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;

v. If the owner has engaged in drug trafficking.

4. Final HAP payment to owner

When the family moves from the contract unit, the HAP contract terminates automatically. The Housing Authority of Jackson County will not pay a housing assistance payment to the owner for any month after the month when the family moves out.

17.1 VIOLENCE AGAINST WOMEN ACT (VAWA) PROTECTIONS

Under the Violence Against Women Act (VAWA), the Housing Choice Voucher participants have the following specific protections, which will be observed by the Housing Authority of Jackson County:

A. An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights or the victim of such violence by either the Housing Authority of Jackson County or the owner or property manger.

B. The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants, Also, the owner or property manager may evict a

lawful occupant or tenant who engages in criminal acts or threatened acts of violence of stalking to family members or others without evicting other victimized lawful occupants. This is also true even if the household member is not a signatory to the lease. Under VAWA, both the Housing Authority of Jackson County and the owner or property manager are granted the authority to bifurcated the lease.

C. The Housing Authority and owner or property manager may honor court orders regarding the rights of access or control of the property.

D. There is no limitation on the ability of the Housing Authority to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject for good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking.

E. There is no prohibition on the owner evicting if in "can demonstrate an actual and imminent threat to others or those employed at or providing goods or services to the property if that tenant's (victim's) tenancy is not terminated"

F. Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

17.2 VERFIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

The Housing Authority of Jackson County shall require and the owner or property manager may require verification in all cases where an individual claims protection under VAWA against an action involving such individual proposed.

A. Requirement for Verification. The law allows, but does not require, the Housing Authority of Jackson County or a Section 8 owner or property 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 for in this policy. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Section 8 owners or managers receiving rental assistance administered by the Housing Authority 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 of stalking may be accomplished in one of the following three ways:

1. HUD-approved form (HUD-5006) – By providing to the Hosing Authority or to the requesting Section 8 owner or property manager a written certification, on the 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.
2. Other documentation – by providing to the Housing Authority or to the requesting Section 8 Owner or property 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 the Housing Authority or to the requesting Section 8 owner or property 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 the Housing Authority, of a Section 8 owner or property manager to provide verification, must provide such verification within 14 business days after receipt of the written 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.

17.3 CONFIDENTIALITY

All information provided under VAWA including the fact tat an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent tat the disclosure is:

A. Requested or consented to by the individual in writing; or

B. Required for use in an eviction proceeding; or
C. Otherwise required by applicable law.

The Housing Authority of Jackson County shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the Housing Authority of Jackson County to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The Housing Authority of Jackson County Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to **$5,000.00** for authorized expenditures.

Any item(s) exceeding **$5,000.00** will require prior Board of Commissioner approval before any charges are made against the Section 8 Administrative Fee Reserve.

19.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the Housing Authority of Jackson County against costs associated with any judgment of infringement of intellectual property rights.

20.0 HOUSING AUTHORITY OWNED HOUSING

Units owned by the Housing Authority of Jackson County and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Housing Authority of Jackson County will do the following:

A. The Housing Authority of Jackson County will make available through the briefing process both orally and in writing the availability of Housing Authority of Jackson County owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

B. The Housing Authority of Jackson County will obtain the services of an independent entity to perform the following Housing Authority of Jackson County functions:

1. Determine rent reasonableness for the unit. The independent entity will communicate the rent reasonableness determination to the family and the Housing Authority of Jackson County.

2. To assist the family in negotiating the rent.

3. To inspect the unit for compliance with HQS.

A. The Housing Authority of Jackson County will gain HUD approval for the independent agency/agencies utilized to perform the above functions

B. The Housing Authority of Jackson County will compensate the independent agency/agencies from our ongoing administrative fee income.

E. The Housing Authority of Jackson County, or the independent agency/agencies will not charge the family any fee or charge for the services provided by the independent agency.

21.0 QUALITY CONTROL OF SECTION 8 PROGRAM

In order to maintain the appropriate quality standards for the Section 8 program, the Housing Authority of Jackson County will annually review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally responsible for the work or someone subordinate to that person. The number of files and/or records checked shall be at least equal to the number specified in the Section 8 Management Assessment Program for our size housing authority.

22.0 TRANSITION TO THE NEW HOUSING CHOICE VOUCHER PROGRAM

A. New HAP Contracts

On and after October 1, 1999, the Housing Authority of Jackson County will only enter into a HAP contract for a tenancy under the voucher program, and will not enter into a new HAP contract for a tenancy under the certificate program.

B. Voucher Tenancy

If the Housing Authority of Jackson County had entered into any HAP contract for a voucher tenancy prior to the merger date of October 1, 1999, will implement the new payment standard (if applicable) and the rent methodology, other than the

shopping incentive credit if the gross rent is less than the payment standard, at the first reexamination after the merger date. The remainder of the Housing Choice Voucher formula will be implemented at the second reexamination after the merger date, where the family will lose their shopping incentive credit. The Housing Authority of Jackson County will flag those "stayer admission" families who leased up between December 20, 1998 and October 1, 1999 so that they are not inadvertently given a "Shopping Incentive Credit".

C. Regular Certificate Tenancy

The Housing Authority of Jackson County will terminate program assistance under any outstanding HAP contract for a regular tenancy under the certificate program entered into prior to the merger date of October 1, 1999 at the effective date of the second regular reexamination of family income and composition on or after the merger date of October 1, 1999. Upon such termination of assistance, the HAP contract for such tenancy terminates automatically. The Housing Authority of Jackson County will give at least 120 days written notice of such termination to the family and the owner, and the Housing Authority of Jackson County will offer the family the opportunity for continued tenant-based assistance under the voucher program. The Housing Authority may deny the family the opportunity for continued assistance in accordance with 24 CFR 982.552 and 24 CFR 982.553.

23.0 HOMEOWNERSHIP OPTION

23.1 *PURPOSE*

The Housing Authority of Jackson County homeownership option is designed to promote and support homeownership by allowing one or more family members to purchase a home. A ''first-time homeowner" is a family that has not owned or has had ownership interest in the past three years. The Section 8 homeownership subsidy payments help families with the transition from rental to homeownership and may provide additional assurance to a lender when obtaining a loan.

Section 8 homeownership assistance for a cooperative homeowner is specifically authorized for both families that are first time cooperative homeowners and families that owned its cooperative unit prior to receiving Section 8 assistance

23.2 FAMILY PARTICIPATION REQUIREMENTS

A. In order to assure a successful transition from rental to homeownership, this program shall be open only to those who have been assisted by the Section 8 rental assistance program.

B. Up to ten (10) of the Housing Authority of Jackson County's Housing Choice Vouchers shall be utilized at any one time.

C. The family is qualified to participate as set forth in Section 23.3 of this policy.

D. The unit to be purchased is eligible as set forth in Section 23.4 of this policy.

E. The family has satisfactorily completed the required pre-assistance homeownership counseling.

F. If located in a special flood hazard area, the purchaser has obtained flood insurance on the home and agrees to maintain this insurance.

23.3 FAMILY ELIGIBILITY REQUIREMENTS

A. The family has been admitted to the Section 8 Housing Choice Voucher program and desires to participate in the homeownership program.

B. At the commencement of homeownership assistance the family must meet the following requirements:

1. A first-time homeowner or cooperative member;

2. A participant in the Family Self-Sufficiency program or a graduate of the FSS program;

3. A family of which a family member is a person with disabilities, and the use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.

C. At commencement of homeownership assistance for the family, the family must demonstrate that its total annual income (gross income), as determined by the Housing Authority of Jackson County, of all the adult family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by 2,000 hours. However, in the case of disabled families, the minimum income shall be equal to the monthly Federal Supplemental Security Income (SSI) for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve.

Except in the case of an elderly family or a disabled family, the Housing Authority of Jackson County shall not count any welfare assistance received by the family in determining annual income under this section.

The disregard of welfare assistance income under the preceding paragraph 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:

1. The determination of income-eligibility for admission to the housing choice voucher program;

2. Calculation of the amount of the family's total tenant payment (gross family contribution); or

3. Calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly family or a disabled family, welfare assistance shall be counted in determining annual income.

D. The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance:

1. Is currently employed on a full-time basis (the term ``full-time employment" means not less than an average of 30 hours per week); and

2. Has been continuously so employed during the year before commencement of homeownership assistance for the family.

This requirement shall be considered fulfilled if:

1. The family member is self-employed and earning a net income (income after business expenses have been deducted) that equals the federal minimum hourly wage multiplied by 2000 hours; or

2. Any employment interruptions either were not the fault of the family member or were for less than 30 calendar days and caused by an effort to improve the family's situation.

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, an exemption from the employment requirement shall be granted if the Housing Authority of Jackson County determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

E. The Housing Authority of Jackson County shall not commence homeownership assistance for a family if any family member has previously received assistance under the homeownership option while an adult, and has defaulted on a mortgage securing debt incurred to purchase the home.

F. 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.

G. Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale.

23.4 ELIGIBLE UNITS

A. Any unit that is eligible under the Section 8 rental assistance program is also eligible for this program. The types of eligible units are:

1. Single family dwellings;

2. Condominiums;

3. Cooperatives; and

4. Manufactured Housing on permanent foundation.

A. The unit may be property in which the family will not own fee title to the real property but only if the family has the right to occupy the home site for at least forty years.

B. The unit must be either existing or under construction (the footers have been poured) at the time the family enters into the contract of sale.

C. The unit must be either a one-unit property or a single dwelling unit in a cooperative or condominium.

D. The unit must satisfy the housing quality standards (HQS) and has been inspected by an independent inspector designated and paid for by the family.

E. The seller cannot be someone who has been debarred, suspended, or is subject to a limited denial of participation by HUD.

F. If the unit is owned by the Housing Authority of Jackson County or by an entity

substantially controlled by the Housing Authority of Jackson County, the following additional conditions must be met:

1. The purchasing family must verify in writing that it is purchasing the units without any housing authority steering or pressure; and

2. An independent agency, approved by HUD must perform the following functions for this type of sale:

    a. Inspect the units for HQS compliance;

    b. Review the independent inspection report;

    c. Review the sales contract; and

    d. Determine the reasonableness of the sale price and any housing authority provided financing.

G. The unit may not yet be under construction.
If a unit is not under construction when the contract for sale is entered into then the following must be completed before assistance can begin:
1. HUD must approve the environmental review; and
2. The construction must be complete; and
3. The unit must pass an HQS inspection(s).

23.5 SEARCHING FOR A NEW HOME

It is necessary for the Housing Authority of Jackson County to limit the amount of time a family can take to utilize the voucher. A family is determined eligible when all required housing counseling activities are completed and financing has been secured, after which a time limit of 120 days will be established to locate a home to purchase.

Once a suitable property has been identified and a sales agreement has been signed, the family will have a limited escrow period of up to 60 days to close on the home.

If the family is unable to locate a suitable home to purchase, it can request that the Housing Choice Voucher be converted into a rental assistance voucher. This request must be made before the Housing Choice Voucher expires. Approval of the request will be at the sole discretion of the Housing Authority of Jackson County with the decision being based on the effort exerted by the family and the condition of the marketplace.

Additional time will be granted to a disabled family as a reasonable accommodation if justified by the family's actions and/or marketplace conditions.

23.6 HOMEOWNERSHIP COUNSELING

Before the commencement of homeownership assistance for a family, the family must attend and satisfactorily complete a pre-assistance homeownership and housing counseling program required by the Housing Authority of Jackson County. If possible, the counseling will be conducted by a HUD-approved counseling agency. If this is not available, the housing authority shall make other arrangements for the pre-assistance counseling.

Among the topics to be covered in the PHA-required pre-assistance counseling program are:

A. Home maintenance (including care of the grounds);

B. Budgeting and money management;

C. Credit counseling;

D. How to negotiate the purchase price of a home;

E. How to obtain homeownership financing and loan preapprovals, including a description of types of financing that may be available, and the pros and cons of different types of financing;

F. How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;

G. Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;

H. Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and

I. Information about the Real Estate Settlement Procedures Act (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The Housing Authority of Jackson County will also offer additional counseling after commencement of homeownership assistance (ongoing counseling). Case Management will be voluntary for all homeownership assistance recipients as needed thereafter.

23.7 HOME INSPECTIONS

The Housing Authority of Jackson County will not commence homeownership assistance for a family until it has inspected the unit and has determined that the unit passes HQS.

The unit must also be inspected by an independent professional inspector selected by and paid by the family. The independent 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 independent inspector must be qualified to report on property conditions, including major building systems and components. The Housing Authority of Jackson County may not require the family to use an independent inspector selected by the housing authority. The independent inspector may not be a housing authority employee or contractor, or other person under control of the housing authority. The independent inspector shall be certified by the American Society of Home Inspectors or one whose inspections are accepted by three local lenders. It shall be the responsibility of the inspector to verify that the inspector meets this certification qualification.

The independent inspector must provide a copy of the inspection report both to the family and to the Housing Authority of Jackson County. The Housing Authority of Jackson County will not commence homeownership assistance for the family until it has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the Housing Authority of Jackson County's tenant-based rental voucher program), the Housing Authority shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

23.8 CONTRACT OF SALE

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 Jackson County 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 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. Any repairs required must be completed by the seller and pass a final inspection by the Housing Authority of Jackson County before closing.

E. Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation.

If the unit to be acquired is not yet under construction, the contract of sale must also include;

A. The purchaser is not obligated t o 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 of Jackson County that environmental approval has been obtained, The Seller must realize that conduction 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.

C. Commencement of construction in violation of paragraph the above requirement voids the purchase contract and renders the Section 8 homeownership assistance unavailable for the purchase of this unit.

23.9 FINANCING THE PURCHASE OF THE HOME

A. A purchasing family must invest as a down payment at least three percent of the purchase price of the home they are buying in the property. Of this sum, at least one percent of the purchase price must come from the family's personal resources.

B. The family must qualify for the mortgage loan under a lender's normal lending criteria taking into account the fact that this is by definition a low-income family.

C. If the home is purchased using FHA mortgage insurance, it is subject to FHA mortgage insurance requirements.

D. The lender must require that an appraisal of the property is conducted and the appraiser must determine that the property is worth at least as much as the purchaser is paying.

E. Balloon payment mortgages or variable rate mortgages shall not be allowed in the program.

F. All mortgage loans must close within the period of time established by the Housing Authority of Jackson County at the time the purchaser and seller enter into their sale contract.

23.10 REQUIREMENTS FOR CONTINUING ASSISTANCE

Homeownership assistance will only be paid while the family is residing in the home. If the family moves out of the home, the Housing Authority of Jackson County will not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

The family must comply with the following obligations:

A. The family must allow the Housing Authority of Jackson County to conduct a home inspection annually for three years after the initial purchase of the home in order for assistance to continue.

B. The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

C. As long as the family is receiving homeownership assistance, use and occupancy of the home is subject to the following requirements:

1. The family must use the assisted unit for residence by the family. The unit must be the family's only residence.

2. The composition of the assisted family residing in the unit must be approved by the Housing Authority of Jackson County. The family must promptly inform the Housing Authority of Jackson of the birth, adoption or court-awarded custody of a child. The family must request Housing Authority of Jackson County approval to add any other family member as an occupant of the unit. No other person (i.e., nobody but members of the assisted family) may reside in the unit (except for a foster child or live-in aide).

3. The family must promptly notify the Housing Authority of Jackson County if any family member no longer resides in the unit.

4. If the Housing Authority of Jackson County has given approval, a foster child or a live-in aide may reside in the unit.

5. Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.

6. The family must not sublease or let the unit.

7. The family must not assign the mortgage or transfer the unit.

8. The family must supply any information or certification requested by the Housing Authority of Jackson County to verify that the family is living in the unit, or relating to family absence from the unit, including any housing authority requested information or certification on the purposes of family absences. The family must cooperate with the Housing Authority of Jackson County for these purposes. The family must promptly notify the Housing Authority of Jackson County of their absence from the unit.

D. The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.

E. 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 in accordance with Paragraph C above. In the case of a divorce or family separation, the assistance shall follow what a court decrees.

F. The family shall supply the Housing Authority of Jackson County with any required information requested by the Housing Authority of Jackson County. In particular this shall include information relating to the following:

1. Citizenship or related immigration matters;

2. Family income and composition;

3. Social Security numbers;

4. Any mortgage or other debt placed on the property;

5. Any sale or other transfer of any interest in the home; and

6. The family’s homeownership expenses.

G. The family must notify the Housing Authority of Jackson County before the family moves out of the home.

H. The family must notify the Housing Authority of Jackson County if the family defaults on a mortgage securing any debt incurred to purchase the home.

I. During the time the family receives homeownership assistance under this program, no family member may have any ownership interest in any other residential property.

J. 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.

K. The family must secure the written permission of the Housing Authority of Jackson County before it refinances any debt secured by the home or places any additional secured debt on the property.

L. The family must assure the Housing Authority of Jackson County that all real estate taxes were paid on a timely basis. If they are not paid, assistance shall be terminated.

23.11 MAXIMUM TERM OF HOMEOWNERSHIP ASSISTANCE

A. Except in the case of a family that qualifies as an elderly or disabled family, family members shall not receive homeownership assistance for more than fifteen years if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.

B. The maximum term described in the proceeding paragraph applies to any member of the family who has an ownership interest in the unit during the time the homeownership payments are made or is the spouse of any member of the household who has an ownership interest during the time the homeownership payments are made.

C. As noted in Paragraph A of this Section, the maximum homeownership assistance term does not apply to elderly and disabled families. 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. 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 program).

D. If the family has received such assistance for different homes, or from different housing authorities, the total of such assistance terms is subject to the maximum term described in Paragraph A of this section.

23.12 AMOUNT AND DISTRIBUTION OF HOMEOWNERSHIP ASSISTANCE

A. While the family is residing in the home, the Housing Authority of Jackson County 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. The payment standard for a family is the lower of:

1. The payment standard for the family unit size; or

2. The payment standard for the size of the home.

If the home is located in an exception payment standard area, the Housing Authority of Jackson County will use the appropriate payment standard for the exception payment standard area.

The payment standard for a family is the greater of:

1. The payment standard (as determined in accordance with Paragraph A of this section) at the commencement of homeownership assistance for occupancy of the home; or

2. The payment standard (as determined in accordance with Paragraph A of this section) at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The Housing Authority of Jackson County will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental housing choice voucher program.

C. A family's homeownership expenses shall include the following items:

1. Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

2. Real estate taxes and public assessments on the home;

3. Home insurance;

4. Maintenance expenses;

5. An allowance for costs of major repairs and replacements;

6. The Housing Authority of Jackson County's utility allowance for the home; and

7. 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 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 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 PHA allowance for maintenance expenses;

5. The PHA allowance for costs of major repairs and replacements;

6. The PHA utility allowance for the home; and

7. 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 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. The Housing Authority of Jackson County will pay homeownership assistance payments directly to the lender on behalf of the family unless the lender does not want the payment to be made directly to them.

G. Homeownership assistance for a family terminates automatically 180 calendar days after the last housing assistance payment on behalf of the family. There will be a safety net of 180 calendar days as is allowed with rental vouchers if the family is on a zero HAP payment.

23.13 HOMEOWNERSHIP PORTABILITY

A. A family may qualify to move outside the Housing Authority of Jackson County's jurisdiction with continued homeownership assistance under the housing choice voucher program. Families determined eligible for homeownership assistance by the Housing Authority of Jackson County may purchase a unit outside our jurisdiction, if:

1. They meet our normal requirements for portability under the rental program;

2. The receiving housing authority is administering a housing choice voucher homeownership program and the family meets the receiving housing authority's eligibility requirements; and

3. The receiving housing authority is accepting new homeownership families.

B. Conversely, if the Housing Authority of Jackson County has slots open in our homeownership program we will accept homeowners exercising portability from another program and absorb such families if possible.

C. In general, the portability procedures described previously in this Administrative Plan apply to the homeownership option. The administrative responsibilities of the initial and receiving housing authorities are not altered except that some administrative functions (e.g., issuance of a housing choice voucher or execution of a tenancy addendum) do not apply to the homeownership option.

D. The family must attend the briefing and counseling sessions required by the receiving housing authority. The receiving housing authority will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving housing authority must promptly notify the initial housing authority

if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the housing authority.

23.14 MOVING WITH CONTINUED TENANT-BASED ASSISTANCE

A. A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance. 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). The Housing Authority of Jackson County will 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. No more than one move per year may occur in the program.

B. The Housing Authority of Jackson County must be able to determine that all initial requirements 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.

2. The requirement that a family must be a first-time homeowner is not applicable.

C. The Housing Authority of Jackson County may deny permission to move with continued assistance in the following circumstances:

1. The Housing Authority of Jackson County may deny permission to move with continued rental or homeownership assistance if the Housing Authority of Jackson County determines that it does not have sufficient funding to provide continued assistance.

2. At any time, the Housing Authority of Jackson County may deny permission to move with continued rental or homeownership assistance in accordance with the next Section.

23.15 DENIAL OR TERMINATION OF ASSISTANCE FOR FAMILIES

A. At any time, the Housing Authority of Jackson County may deny or terminate homeownership assistance in accordance with the same rules at it utilizes for the rental program.

B. The same restrictions on admission or continued assistance in regards to criminal activities shall apply to the homeownership program as the rental program.

C. The Housing Authority of Jackson County may deny or terminate assistance for violation of participant obligations as previously described for the rental program.

D. The PHA shall terminate Housing Choice Voucher homeownership assistance for any member of the 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 Jackson County, in its discretion, may permit the family to move to a new unit with continued housing choice voucher rental assistance if the family can show that the default was for reasons beyond its control. However, the Housing Authority of Jackson County will 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.

24.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

24.1 PURPOSE

This Code of Conduct establishes standards for employee and Commissioner 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 Jackson County, the 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.

24.2 CONFLICT OF INTEREST

In accordance with 24 CFR 982.161, neither the Housing Authority of Jackson County or any of its contractors or subcontractors may enter into any contract or arrangement in connection with the tenant-based programs in which any of the following classes or persons has any interest, direct or indirect, during his or her tenure with the Housing Authority of Jackson County or for one year thereafter:

A. Any present or former member or officer of the Housing Authority of Jackson County (except a participant commissioner);

B. Any employee of the Housing Authority of Jackson County or any contractor, subcontractor or agent of the Housing Authority of Jackson County who formulates policy or who influences decisions with respect to the programs;

C. Any public official. Or local legislator who exercises functions or responsibilities with respect to the Housing Authority of Jackson County'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 of Jackson County and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by The HUD Field Office upon the request of the Housing Authority of Jackson County for good cause.

24.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Housing Authority of Jackson County employee shall solicit any gift or consideration of and kind, nor shall any Housing Authority of Jackson County employee accept or receive a gift having value in excess of $50.00 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Housing Authority of Jackson County.

24.4 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 Jackson Count's Personnel Policy or as determined by action of the Board of Commissioners.

25.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces is the part-time military personnel that served in various Reserve and National Guard units. The Housing Authority of Jackson County is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Housing Authority of Jackson County wants to support these brave warriors in the following manners:

A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.

B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person in ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.

C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Housing Authority of Jackson County will expeditiously re-evaluate a resident's portion of the rent if requested to do so.

D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 days of the conclusion of the active duty service. If the service extends beyond 180 days, the Housing Authority of Jackson County will seek a waiver of the 180 day- limit from HUD.

26.0 SECTION 8 ANTI-FRAUD POLICY

The Housing Authority of Jackson County is full committed to combating fraud in its Section 8 housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Housing Authority of Jackson County. It results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Housing Authority of Jackson County shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Housing Authority of Jackson County shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

A. Require the resident to immediately repay the amount in question;

B. Require the resident to enter into a satisfactory repayment agreement;

C. Terminate the resident's rental assistance;

D. Refer the case for criminal prosecution; or

E. Take such other action, as the Housing Authority of Jackson County deems appropriate.

27.0 PROJECT-BASING HOUSING VOUCHERS

The Housing Authority of Jackson County (HAJC) has determined that project-basing some of its housing vouchers (not to exceed 20% of the inventory) is in the community's interest. This effort is an appropriate option because it will de-concentrate poverty and expand housing and economic opportunity. The specifics of what the Housing Authority is seeking will be contained in an advertisement published in the manner prescribed by HUD that varies depending upon whether the units to be brought into the program are new construction, rehabilitated, or existing units. The actual selection of the units to be project-based shall also be in full accordance with HUD requirements.

27.1 SELECTION OF PROPERTIES TO PROJECT-BASE

A. Selection Policy

The policies as set forth herein are adopted by the HAJC for the purpose of administering the Section 8 Project-Based Voucher program.

The HAJC will select Project-Based Voucher proposals by either of the following two methods:

1. HAJC will request Project-Based Voucher Proposals. HAJC will not limit proposals to a single site or impose restrictions that explicitly or

practically preclude other submissions of proposals for Project-Based Voucher housing on different sites.

2. The selection of a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided) where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the Project-Based Voucher proposal selection date. Also, the earlier competitive selection proposal must not have involved any consideration that the project would receive Project-Based Voucher assistance. In this case, the vouchers can be project-based merely on a vote of the Board of Commissioners.

If the HAJC will be selecting proposals under A(1) of this section, the HAJC will issue a Request for Proposals (RFP) inviting interested owners to participate in the Project-Based Voucher Program. In the Project-Based Voucher Program, assistance is attached to the structure and may be in the form of existing housing, newly constructed housing or rehabilitated housing. The RFP may include all forms of housing or individual forms (e.g., newly constructed housing only).

The HAJC will advertise the RFP in a newspaper of general circulation for the jurisdiction. Applicants shall have thirty (30) days from the last date of publication to respond by submitting their applications. Only applications submitted in response to the advertisement will be considered.

The HAJC will prepare a detailed RFP package outlining;

- Program Requirements to include:

  (1) ineligible housing types and prohibition of assistance for units in subsidized housing; and
  (2) program accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8; and
  (3) housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable;

- Application Requirements;

- Rating and Ranking of Applications; and

- Selection Process.

This information will be provided at the request of interested parties. The submission deadline date will also be a part of the RFP package. This will allow the HAJC adequate time to examine the proposed site before the selection date. For existing housing, the HAJC will inspect all of the units to determine whether the units substantially comply with the HQS.

After the closing date of the Request for Proposals, the HAJC will review each proposal for completeness, determine if the proposed site meets the site selection standards, determine that the cap on number of Project-Based Voucher units in each building has not been exceeded, and score the proposal.

After the HAJC staff has made its decision, the Executive Director will present the rating and ranking of proposals, along with the recommended selection based on the scores received to the HAJC Board of Commissioners for approval.

If the selection of proposals includes HAJC owned property(s), the HAJC will notify the HUD field office before finalizing the selection for its review of the selection.

A Housing Authority owned unit is defined as a dwelling unit owned by the Housing Authority that administers the voucher program. Housing Authority-owned means that the agency or its officers, employees, or agents hold a direct or indirect interest in the building in which the unit is located, including an interest as titleholder or lessee, or as a stockholder, member or general or limited partner, or member of a limited liability corporation, or an entity that holds any such direct or indirect interest.

The HAJC will give written notification to the successful proposer(s) within five (5) business days of Board approval. Public notice of the selected proposals will be published in the newspaper of general circulation for the jurisdiction. The HAJC will also notify those proposers that weren't selected within five (5) business days from Board approval. The denial letter will contain the procedures for appealing the selection.

The HAJC will make documentation available for public inspection regarding the basis for the selection of a Project-Based Voucher proposal.

If proposers wish to appeal the selection process, they may do so by presenting their complaint in writing to the Executive Director within ten (10) calendar days from the date contained on the denial letter from the HAJC.

The HAJC will seek to resolve all appeals in as informal a manner as possible. The appeal must contain, at a minimum, the following information:

- Name, address, and telephone number of the proposer appealing;
- Identification of the RFP being appealed;
- A statement of the reason for appealing;
- Supporting exhibits, evidence, or documents to substantiate any arguments; and
- The form of relief requested.

The HAJC shall issue a decision on the appeal as expeditiously as possible after receiving all relevant information requested. The HAJC may decide to suspend the award of project-based vouchers if the facts presented in the appeal warrant such action. This action will only be taken if the evidence is clear and convincing as to the existence of an impropriety and there are no other means of resolving the matter. If the HAJC Executive Director believes that an impropriety exists, then the proposed award of project-based vouchers will be canceled or revised to comply with the decision of the Executive Director.

If the appeal is not granted, the Executive Director will provide a written decision with justification for the denial of the appeal.

B. Requirements for Selection of Project-Base Housing

1. Housing Type

The HAJC may attach Project-Based Voucher assistance for units in existing housing, newly constructed housing or rehabilitated housing. A housing unit is considered an existing unit if at the time of notice of the HAJC selection, the units substantially comply with HQS.

2. Prohibition of Assistance for Ineligible Units

(a) Ineligible Units

The HAJC will not attach or pay Project-Based Voucher assistance for units in the following types of housing:

(i) Shared housing;

(ii) Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;

(iii) Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. <u>Units in an assisted living facility are eligible if they provide home health care services such as nursing and therapy for residents of the housing</u>;

(iv) Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;

(v) Manufactured homes;

(vi) Cooperative housing; and

(vii) Transitional housing.

(b) High-rise Elevator Project for Families with Children

The HAJC will not attach or pay Project-Based Voucher assistance to a high-rise elevator project that may be occupied by families with children unless the HAJC determines there is no practical alternative and HUD approves such finding.

(c) Prohibition Against Assistance for Owner-Occupied Unit

The HAJC will not attach or pay Project-Based Voucher assistance for a unit occupied by an owner of the housing.

(d) Prohibition Against Selecting a Unit Occupied by an Ineligible Family

The HAJC will not select or enter into an Agreement or HAP contract for a unit occupied by a family ineligible for participation in the Project-Based Voucher Program.

3. Prohibition of Assistance for Units in Subsidized Housing

The HAJC will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

(a) A public housing dwelling unit;

(b) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);

(c) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);

(d) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

(e) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the HAJC may attach assistance to a unit subsidized with Section 236 interest reduction payments;

(f) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the HAJC may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);

(g) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);

(h) Section 811 project-based supportive housing for persons with disabilities (42 U.S.C. 8013).

(i) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);

(j) A Section 101 rent supplement project (12 U.S.C. 1701s);

(k) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);

(l) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the HAJC in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

4. Prohibition of Excess Public Assistance

The HAJC will only provide Project-Based Voucher assistance in accordance with HUD subsidy layering regulations and other requirements. The subsidy layering review is intended to prevent excessive public assistance for the housing by combining (layering) housing assistance payment subsidy under the Project-Based Voucher Program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

The HAJC will only enter into an Agreement or HAP contract after HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the Project-Based Voucher assistance is in accordance with HUD subsidy layering requirements.

The HAJC will require the owner to certify that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than the assistance disclosed in the subsidy layering review in accordance with HUD requirements.

5. Cap on Number of Project-Based Voucher Units in Each Building

(a) 25 Percent Per Building Cap

The HAJC will not select a proposal to provide Project-Based Voucher assistance for units in a building or enter into an Agreement or HAP contract to provide Project-Based Voucher assistance for units in a building if the total number of dwelling units in the building that will receive Project-Based Voucher Assistance during the term of the Project-Based Voucher HAP is more than 25 percent of the number of the dwelling units in the building.

(b) Exception to 25 Percent Per Building Cap

In the following instances, Project-Based Voucher units are not counted against the 25 percent per building cap:

(i) Units in a single-family building (4 units or less)

(ii) Excepted units in a multi family building.

Note: "Excepted units" means units in a multifamily building that are specifically made available for qualifying families;

"Qualifying families" means:Elderly or disabled families; or families receiving supportive services.

Supportive services mean those appropriate services made available to a family trying to achieve economic independence and self-sufficiency and may include:

(1) Child care - child care of a type that provides sufficient hours of operation and serves an appropriate range of ages;

(2) Transportation - transportation necessary to enable a participating family to receive available services, or to commute to their places of employment;

(3) Education - remedial education; education for completion of secondary or post secondary schooling;

(4) Employment - job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the contract of participation;

(5) Personal welfare - substance/alcohol abuse treatment and counseling;

(6) Household skills and management - training in homemaking and parenting skills; household management; and money management;

(7) Other services - any other services and resources, including case management, reasonable accommodations for individuals with disabilities, that the HAJC determines to be appropriate in assisting families to achieve economic independence and self-sufficiency.

6. Site Selection Standards

(a) General Requirements

The HAJC will not select a proposal for existing housing, newly constructed, or rehabilitated Project-Based Voucher housing on a site or enter into an Agreement or HAP contract for units on the site until the HAJC has determined that:

(i) Project-based assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities as outlined in the HAJC Annual and Five-Year Plan and this

Administrative Policy. In making this determination, the HAJC will utilize the following factors:

(1) Whether the census tract in which the proposed Project-Based Voucher development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;

(2) Whether a Project-Based Voucher development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;

(3) Whether the census tract in which the proposed Project-Based Voucher development will be located is undergoing significant revitalization;

(4) Whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;

(5) Whether new market rate units are being developed in the same census tract where the proposed Project-Based Voucher development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;

(6) If the poverty rate in the area where the proposed Project-Based Voucher development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate;

(7) Whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed Project-Based Voucher development will be located.

(ii) The site is suitable from the standpoint of facilitating and furthering full compliance with applicable Civil Rights statutes and regulations, including the requirement that the site meet the Section 504 site selection requirements described in 24 FR 8.4(b)(5).

(iii) The site meets the HQS site requirements at 24 CFR 982.401(1).

(b) Existing and Rehabilitated Housing Site and Neighborhood Standards

The HAJC will determine if a site for existing or rehabilitated housing meets the following site and neighborhood standards. The site must:

(i) Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

(ii) Promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(iii) Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.

(iv) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.

(c) New Construction Site and Neighborhood Standards

A site for newly constructed housing must meet the following site and neighborhood standards:

(i) The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.

(ii) The site must not be located in an area of minority concentration, except as permitted under paragraph (iii) below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.

(iii) A project may be located in an area of minority concentration only if:

(1) Sufficient comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration; or

(2) The project is necessary to meet overriding housing needs that cannot be met in that housing market area.

(iv) The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.

(v) The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is a concerted program actively in progress to remedy the undesirable conditions.

(vi) The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted standard housing of similar market rents.

(vii) Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers must not be excessive.

7. Environmental Review

The HAJC will not enter into an Agreement or HAP contract with an owner nor will the HAJC, the owner or its contractors acquire, dispose of, demolish, or construct real property or commit or expend program or local funds for Project-Based Voucher activities until one of the following occurs:

(a) The responsible entity (a unit of general local government, a county or a state) has competed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and request for release of funds;

(b) The responsible entity has determined that the project to be assisted is exempt under 24 CFR 58.34 or is categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or

(c) HUD has performed an environmental review under 24 CFR part 50 and has notified the HAJC in writing of environmental approval of the site.

The HAJC will require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

8. HAJC Owned Units

(a) Selection of HAJC Owned Units

If the HAJC selects its own proposal, the HUD field office or a HUD approved independent entity will review the selection process to determine that the HAJC units were appropriately selected based on the selection procedures as outlined in this Section 8 Administrative Plan.

(b) Inspection and Determination of Reasonable Rent

The HAJC will have an independent entity approved by HUD perform the following program services:

(i) Determination of rent to owner as outlined in 27.5(A) and (B). The independent entity approved by HUD must establish the initial contract rents based on an appraisal by a licensed state-certified appraiser; and

(ii) Inspections as outlined in Section 27.2(F) of this Administrative Plan.

(c) Nature of Independent Entity

The independent entity that performs these program services may be the unit of general local government for the HAJC's jurisdiction (unless the HAJC is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

(d) Payment to Independent Entity and Appraiser

The HAJC will compensate the independent entity and appraiser from the HAJC's ongoing administrative fee income (including the amounts credited to the administrative fee reserve). The HAJC will not use other program receipts to compensate the independent entity and appraiser for their services.

The HAJC, independent entity, and appraiser will not charge the family any fee for the appraisal or the services provided by the independent entity.

27.2 HOUSING QUALITY STANDARDS

The HAJC will follow the policies as outlined in Section 12.0 Inspection Policies and Housing Quality Standards of this Section 8 Administrative for the Project-Based Voucher Program except when the physical condition standards at 24 CFR 5.703 do not apply to the Project-Based Voucher Program and the lead-based paint requirements at 24 CFR 982.401(j) do not apply to the Project-Based Voucher Program.

A. Inspecting Units

1. Pre-Selection Inspection

(a) Inspection of Site

The HAJC will examine the proposed site to confirm its appropriateness before the proposal selection date.

2. Inspection of Existing Units

The HAJC will inspect all the units before the proposal selection date and will determine whether the units substantially comply with the HQS. To qualify as existing housing, units must substantially comply with the HQS

on the proposal selection date. The HAJC will not execute the HAP contract until the units fully comply with the HQS.

B. Pre-HAP Contract Inspections

The HAJC will inspect each contract unit before execution of the HAP contract. The HAJC will not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

C. Turnover Inspections

The HAJC will inspect the unit before providing assistance to a new family in a contract unit. The HAJC will not provide assistance on behalf of the family until the unit fully complies with the HQS.

D. Annual Inspections

1. At least annually during the term of the HAP contract, the HAJC will inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS.

   Note: Turnover inspections pursuant to paragraph C. of this section will not count toward meeting this annual inspection requirement.

2. If more than 20 percent of the annual sample of inspected contract units in a building fail the initial inspection, the HAJC will re-inspect 100 percent of the contract units in the building.

E. Other Inspections

1. The HAJC will inspect contract units whenever needed to determine that the contract units comply with the HQS, that the owner is complying with the HQS, and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The HAJC will take into account complaints and any other information coming to its attention in scheduling inspections.

2. The HAJC will conduct follow-up inspections needed to determine if the owner (or the family if responsible) has corrected an HQS violation. Additionally, the HAJC will conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of the HQS.

3. The HAJC will include a representative sample of both tenant-based and project-based units in conducting its supervisory quality control HQS inspections.

F. Inspecting HAJC Owned Units

1. For HAJC owned units, the inspections required under this section will be performed by an independent entity approved by HUD. The independent entity that performs these inspections may be the unit of general local government for the HAJC jurisdiction (unless the HAJC is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

2. The independent entity shall provide a copy of each inspection report to the HAJC and to the HUD field office where the project is located.

3. The HAJC will take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the owner (HAJC).

27.3 REQUIREMENTS FOR REHABILITATED AND NEWLY CONSTRUCTED UNITS

This section <u>only</u> applies to newly constructed or rehabilitated housing and does not apply to existing housing. Newly constructed or rehabilitated housing cannot be selected as existing housing at a later date.

A. Purpose and Content of the Agreement to Enter into HAP Contract

1. Requirement

The HAJC will enter into an Agreement with the owner. The Agreement will be in the form required by HUD.

2. Purpose of the Agreement

In the Agreement, the owner agrees to develop the contract units to comply with the HQS and the HAJC agrees that, upon timely completion of such development in accordance with the terms of the Agreement, the HAJC will enter into a HAP contract with the owner for the contract units.

3. Description of Housing

(a) At a minimum, the Agreement will describe the following features of the housing to be developed (newly constructed or rehabilitated) and assisted under the Project-Based Voucher Program:

(i) Site;

(ii) Location of contract units on site;

(iii) Number of contract units by area (size) and number of bedrooms and bathrooms;

(iv) Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;

(v) Utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent), and utility services to be paid by the tenant;

(vi) Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements will be included in the description of work to be performed under the Agreement;

(vii) Estimated initial rents to owner for the contract units;

(viii) Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description will include the rehabilitation work write up and, where determined necessary by the HAJC, specifications and plans. If the Agreement is for new construction, the work description will include the working drawings and specifications.

(b) At a minimum, the housing must comply with the HQS.

B. Execution of the Agreement

1. Prohibition of Excess Subsidy

The HAJC will not enter the Agreement with the owner until the subsidy layering review is completed.

2. Environmental Approval

The HAJC will not enter the Agreement with the owner until the environmental review is completed and the HAJC has received the environmental approval.

3. Prompt Execution of Agreement

The Agreement will be executed promptly after the HAJC notice of proposal selection to the selected owner.

C. Conduct of Development Work

1. Development Requirements

The owner must carry out development work in accordance with the Agreement and the requirements of this section.

2. Labor Standards

(a) In the case of an Agreement of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing.

(b) The HUD prescribed form of Agreement shall include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

(c) The owner and the owner's contractors and subcontractors must comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The HAJC will monitor compliance with labor standards.

3. Equal Opportunity

(a) The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 and the implementing regulations at 24 CFR part 135.

(b) The owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended, 11625, 12432 and 12138.

4. Eligibility to Participate in Federal Programs and Activities

The Agreement and HAP contract will include a certification by the owner that the owner and other project principals (including officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

5. Disclosure of Conflict of Interest

The owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

D. Completion of Housing

1. Completion Deadline

The owner must develop and complete the housing in accordance with the Agreement. The Agreement will specify the deadlines for completion of the housing and for submission by the owner of the required evidence of completion.

2. Required Evidence of Completion

(a) Minimum Submission

At a minimum, the owner must submit the following evidence of completion to the HAJC in the form and manner required by the HAJC:

(i) Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement; and

(ii) Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

(b) Additional Documentation

At the discretion of the HAJC, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion. For example, such documentation may include:

(i) A certificate of occupancy or other evidence that the units comply with local requirements (such as code and zoning requirements); and

(ii) An architect's certification that the housing complies with:

(A) HUD housing quality standards;

(B) State, local, or other building codes;

(C) Zoning;

(D) The rehabilitation work write-up (for rehabilitated housing) or the work description (for newly constructed housing); or

(E) Any additional design or quality requirements pursuant to the Agreement.

E. HAJC Acceptance of Completed Units

1. HAJC Determination of Completion

When the HAJC has received owner notice that the housing is completed:

(a) The HAJC will inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with the HQS and any additional requirement(s) imposed by the HAJC under the Agreement.

(b) The HAJC will determine if the owner has submitted all required evidence of completion.

(c) If the work has not been completed in accordance with the Agreement, the HAJC will not enter into the HAP contract.

2. Execution of HAP Contract

If the HAJC determines that the housing has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the HAJC will submit the HAP contract for execution by the owner and will then execute the HAP contract.

27.4 HOUSING ASSISTANCE PAYMENT CONTRACT

This section applies to all Project-Based Voucher assistance including assistance for existing, newly constructed, or rehabilitated housing.

A. Purpose of the HAP Contract

1. Requirement

The HAJC will enter into a HAP contract with the owner. The HAP contract must be in the form required by HUD.

2. Purpose of HAP Contract

(a) The purpose of the HAP contract is to provide housing assistance payments for eligible families.

(b) The HAJC makes housing assistance payments to the owner in accordance with the HAP contract. Housing assistance is paid for contract units leased and occupied by eligible families during he HAP contract term.

B. HAP Contract Information

The HAP contract must specify:

1. The total number of contract units by number of bedrooms;

2. Information needed to identify the site and the building or buildings where the contract units are located. The information must include the project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;

3. Information needed to identify the specific contract units in each building. The information must include the number of contract units in the building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;

4. Services, maintenance, and equipment to be supplied by the owner without charges in addition to the rent to owner;

5. Utilities available to the contract units, including a specification of utility services to be paid by the owner (without charges in addition to rent) and utility services to be paid by the tenant;

6. Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;

7. The HAP contract term;

8. The number of units in any building that will exceed the 25 percent per building cap, which will be set-aside for occupancy by qualifying families (elderly or disabled families and families receiving supportive services); and

9. The initial rent to owner (for the first 12 months of the HAP contract term).

C. When HAP Contract is Executed

1. PHA Inspection of Housing

(a) Before execution of the HAP contract, the HAJC will inspect each contract unit in accordance with Section 27.2 B.

(b) The HAJC will not enter into a HAP contract for any contract unit until the HAJC has determined that the unit complies with the HQS.

2. Existing Housing

The HAJC will promptly execute the HAP contract after the HAJC selection of the owner proposal and HAJC inspection of the housing.

3. Newly Constructed or Rehabilitated Housing

The HAJC will execute the HAP contract after the HAJC has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion.

When executing the HAP contract, the owner must certify that the units have been completed in accordance with the Agreement.

D. Term of the HAP Contract

1. Initial Term and Any Extensions

The HAJC may enter into a HAP contract with an owner for an initial term of up to ten years for each contract unit.

Within one year before expiration, the HAJC may agree to extend the term of the HAP contract for an additional term of up to five years if the HAJC determines an extension is appropriate to continue providing affordable housing for low-income families. Subsequent extensions are subject to the same limitations. Any extension of the term must be on the form and subject to the conditions prescribed by HUD at the time of the extension.

The term and potential extensions the HAJC is willing to enter into will be discussed in the project selection process.

2. Termination by the HAJC – Insufficient Funding

The HAP contract will provide that the term of the HAJC's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by the HAJC in accordance with HUD instructions.

Note: "Sufficient funding" means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the HAJC may terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the HAJC will be implemented in accordance with HUD instructions.

3. Termination by Owner – Reduction Below Initial Rent

The owner may terminate the HAP contract, upon notice to the HAJC, if the amount of rent to the owner is reduced below the initial approved rent. In this case, the assisted families residing in the contract units will be offered tenant-based voucher assistance.

F. HAP Contract Amendments (to add or substitute contract units)

1. Amendment to Substitute Contract Units

At the discretion of the HAJC, and subject to all Project-Based Voucher requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same building for a

previously covered contract unit. Prior to such substitution, the HAJC will inspect the proposed substitute unit and will determine the reasonable rent for such unit and the fact that it passes HQS.

2. Amendment to Add Contract Units

At the discretion of the HAJC, and provided that the total number of units in a building that will receive Project-Based Voucher assistance or other project-based assistance will not exceed 25 percent of the number of dwelling units (assisted or unassisted) in the building or the 20 percent of authorized budget authority of the HAJC, a HAP contract may be amended during the three-year period immediately following the execution date of the HAP contract to add additional Project-Based Voucher contract units in the same building. An Amendment to the HAP contract is subject to all Project-Based Voucher requirements (e.g., rents are reasonable), except that a new Project-Based Voucher request for proposals is <u>not</u> required. The anniversary and expiration dates of the HAP contract for the additional units must be the same as for the anniversary and expiration dates of the HAP contract term for the Project-Based Voucher units originally placed under HAP contract.

3. Staged Completion of Contract Units

Even if contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

4. Condition of Contract Units

(a) Owner Maintenance and Operation

The owner must maintain and operate the contract units and premises in accordance with the HQS, including performance of ordinary and extraordinary maintenance.

The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the HAJC and in the lease with each assisted family.

At the discretion of the HAJC, the HAP contract may also require continuing owner compliance during the HAP term with additional

housing quality requirements specified by the HAJC (in addition to, but not in place of, compliance with the HUD-prescribed HQS). Such additional requirements will be designed to assure continued compliance with any design, architecture, or quality requirement specified in the Agreement.

5. Remedies for HQS Violation

The HAJC will vigorously enforce the owner's obligation to maintain contract units in accordance with the HQS. The HAJC will not make any HAP payment to the owner for a contract unit covering any period during which the contract unit does not comply with the HQS.

If the HAJC determines that a contract unit is not in accordance with the housing quality standards (or other HAP contract requirement), the HAJC may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

6. Maintenance and Replacement – Owner’s Standard Practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

7. Owner Responsibility

The owner is responsible for performing all of the owner responsibilities under the Agreement and the HAP contract. 24 CFR part 982.452 applies as follows:

(a) Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.

(b) Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.

(c) Complying with equal opportunity requirements.

(d) Preparing and furnishing to the HAJC information required under the HAP contract.

(e) Collecting from the family:

(i) Any security deposit.

(ii) The tenant contribution (the part of rent owner not covered by the housing payment).

(iii) Any charges for unit damage by the family.

(iv) Enforcing tenant obligations under the lease.

(v) Paying for utilities and services (unless paid by the family under the lease).

(vi) Provisions on modifications to a dwelling unit occupied or to be occupied by a disabled person see the following note:

Note: Reasonable Modification of Existing Premises

(A) It shall be unlawful for any person to refuse to permit, at the expense of a handicapped person, reasonable modifications of existing premises, occupied or to be occupied by a handicapped person, if the proposed modifications may be necessary to afford the handicapped person full enjoyment of the premises of a dwelling. In the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear expected. The landlord may not increase for handicapped persons any customarily required security deposit.

(B) However, where it is necessary in order to ensure with reasonable certainty that funds will be available to pay for the restorations at the end of the tenancy, the landlord may negotiate as part of such a restoration agreement a provision requiring that the tenant pay into an interest bearing escrow account, over a reasonable period, a reasonable amount of money not to exceed the cost of the restorations. The interest in any such account shall accrue to the benefit of the tenant.

A landlord may condition permission for a modification on the renter providing a reasonable description of the proposed modifications as well as reasonable assurances that the work will be done in a workmanlike manner and that any required building permits will be obtained.

8. Owner Certification

By execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract:

(a) All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.

(b) The owner is providing all the services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases with assisted families.

(c) Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the HAJC, and the lease is in accordance with the HAP contract and HUD requirements.

(c) To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.

(d) The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit.

(e) The amount of the housing assistance payment is the correct amount due under the HAP contract.

(f) The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.

(g) Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payment or other consideration (from the family, the HAJC, HUD, or any other public or private source) for rental of the contract unit.

(h) The participating family does not own or have any interest in the contract unit.

27.5 OPERATION OF PROJECT-BASED PROPERTIES

A. Project-Based Waiting List

The HAJC shall use a separate waiting list for admission to the Project-Based Section 8 Assistance Program. At initial set-up, all applicants on the Tenant-Based Section 8 Voucher Program will be offered to be placed on the Project-Based Waiting List. Applicants who wish to be placed on the PBV waiting list will be placed in order of their original application dates.

All applicants will be maintained by bedroom size, then preference and date and time of application. If an applicant rejects an offer of assistance of the Project-Based Assistance Program, the rejection will not alter the applicant's position on the Section 8 Voucher Tenant Based Assistance Program.

The waiting list for the Project-Based Section 8 Assistance Program will be maintained in accordance with the following guidelines:

1. The application will be a permanent file.

2. All applications will be maintained by bedroom size, preference and then in order of date and time of application.

3. Substantive contacts between the HAJC and the applicant will be documented in the applicant file.

B. Admission Preferences

The preferences utilized shall be the same as is used for the Tenant Based Housing Choice Voucher Program.

C. Selection from the Waiting List

If an applicant is removed from the Project-Based Assistance Program waiting list because of the rejection of an offer of a unit, the rejection will not alter the applicants' position on the Section 8 Tenant Based Assistance Program waiting list. Likewise, if the owner rejects the available applicant, the rejection will not be counted against the one unit offer and the family will maintain their position on the Project-Based Section 8 Assistance Program. The owner must promptly notify the HAJC in writing if an applicant is rejected and the grounds for the rejection.

Under this plan, the first qualified applicant in sequence on the Section 8 Project-Based Assistance Program waiting list will be made an offer of project-based assistance based on the unit size available. If the available unit being offered is a unit with special accessibility features for persons with disabilities, the HAJC will skip over families not requiring the accessible unit to reach a family who does require such accommodation.

Non-mobility impaired families will be offered these units if no family on the waiting list requires these features. The applicant family will only have one chance to accept a unit offer. If the applicant family rejects the offer, his or her name will be removed from the waiting list and he or she will have to re-apply. The applicant family will be notified in writing of the reason they are being removed from the waiting list and their right to an informal review as described in Section 4.10.

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

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

All Section 8 Tenant Based Assistance waiting list families who want project-based units will be permitted to place their names on the Section 8 Project-Based Assistance Program waiting list.

Not withstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD), the HAJC retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

D. Project-Based Briefing

When the HAJC selects a family from the waiting list, the family will be invited to attend a briefing explaining how the project-based program works. In order to be eligible for a vacant unit, all adult family members are required to attend the briefing. If the family fails to attend the briefing without good cause, they will be denied admission.

If an applicant with a disability requires auxiliary aids to gain full benefit from the briefing, the HAJC will furnish such aids where doing so would not result in a

fundamental alteration of the nature of the program or an undue financial or administrative burden. In determining the most suitable auxiliary aid, the HAJC will give primary consideration to the requests of the applicant. Families unable to attend a briefing due to a disability may request a reasonable accommodation.

The briefing will cover at least the following subjects:

1. A description of how the program works;

2. Family and owner responsibilities;

4. The fact that the subsidy is tied to the unit. After the initial 12-month period, the family has the right to move with continued tenant-based rental assistance if such assistance is available at that time, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance; and

5. A description of the HAJC's policy on providing information to owners.

E. Project-Based Briefing Packet

During the briefing, the Housing Authority will give the family a packet covering at least the following subjects:

1. How the Housing Authority determines the housing assistance payment and total tenant payment for the family (including a copy of the utility allowances);

2. A statement of the Housing Authority's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses;

3. The HUD-required lead-based paint brochure;

4. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;

5. The family and owner responsibilities under the lease and HAP contract;

6. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction; and

7. HAJC informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing.

F. Leasing of Contract Units

1. Owner Selection of Tenants

During the term of the HAP contract, the owner must lease contract units only to eligible families selected and referred by the HAJC from the HAJC waiting list.

The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very-low income families and reasonably related to program eligibility and an applicant's ability to perform the lease obligations.

An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

2. Size of Unit

The contract unit leased to each family must be appropriate for the size of the family under the HAJC's subsidy standards.

3. HAJC Requirements for the Leasing of an Excepted Unit for Supportive Services

At the time of initial lease execution between the family and the owner, the HAJC will require the family to sign a statement of family responsibility. The statement of family responsibility will contain all the family obligations, including the family's participation in a service program.

The HAJC will monitor on a quarterly basis that "excepted families" are receiving supportive services. Additionally, the HAJC will be monitoring the family to insure that the family is fulfilling their service obligation. This monitoring will consist of a quarterly report from the owner or entity responsible for providing supportive services for that particular site indicating that the family is completing the services required. If such report is not received from the owner or services provider each quarter, HAJC will send a termination notice to the owner and tenant.

The HAJC will terminate assistance to any family that fails to fulfill its service obligation without good cause.

G. Vacancies

1. Filling Vacant Units

The owner must promptly notify the HAJC of any vacancy (or expected vacancy) in a contract unit. After receiving the owner notice, the HAJC will make every reasonable effort to promptly refer a sufficient number of families to the owner to fill such vacancies.

The owner must lease vacant contract units only to eligible families on the HAJC waiting list referred by the HAJC.

It is expected that the HAJC and the owner will make reasonable good faith efforts to minimize the likelihood and length of any vacancy.

2. Reducing Number of Contract Units

If any contract units have been vacant for a period of 120 days or more since the owner notice of vacancy (and notwithstanding the reasonable good faith efforts of the HAJC to fill such vacancies), the HAJC may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

H. Tenant Screening

The HAJC has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy.

1. Owner Responsibility

(a) The owner is responsible for screening and selection of families to occupy the owner's units.

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

(i) Payment of rent and utility bills:

(ii) Caring for a unit and premises:

(iii) Respecting the rights of other residents to the peaceful enjoyment of their housing;

(iv) Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and

(v) Compliance with other essential conditions of tenancy.

2. Providing Tenant Information to Owner

(a) The HAJC will give the owner:

(i) The family's current and prior address (as shown in the HAJC records); and

(ii) The name and address (if known) of the landlord at the family's current and any prior address.

Note: The HAJC is required to give the family a description of the HAJC's policy on providing information to owners. The policy must provide that the HAJC will give the same types of information to all owners.

I. Lease

a. Tenant's Legal Capacity

The tenant must have legal capacity to enter a lease under state and local law. Legal capacity means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

2. Form of Lease

The tenant and the owner must enter a written lease for the unit. Both the owner and the tenant must execute the lease.

If the owner uses a standard lease form for rental to <u>unassisted</u> tenants in the locality or for the premises, the lease must be in an acceptable form. If the owner does not use a standard lease form for rental to <u>unassisted</u> tenants, the owner may use another form of lease, such as a HAJC model lease.

In all cases, the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

The HAJC will review the owner's lease form to determine if the lease complies with state and local law. The HAJC will decline to approve the tenancy if the HAJC determines that the lease does not comply with state or local law.

3. Required Information

The lease must specify all of the following:

(a) The names of the owner and the tenant;

(b) The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);

(c) The term of the lease (initial term and any provision for renewal);

(d) The amount of tenant rent to owner. The tenant rent to owner is subject to change during the term of the lease in accordance with HUD requirements;

(e) A specification of what services, maintenance, equipment, and utilities are to be provided by the owner; and

(f) The amount of any charges for food, furniture, or supportive services.

4. Initial Term of the Lease

The initial lease term must be for at least one year.

5. Tenancy Addendum

The tenancy addendum in the lease shall state:

(a) The program tenancy requirements; and

(b) The composition of the household as approved by the HAJC (names of family members and any HAJC live-in aide).

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum shall prevail over other provisions of the lease.

6. Changes in Lease

If the tenant and the owner agree to any change in the lease, such change must be in writing and the owner must immediately give the HAJC a copy of all such changes.

The owner must notify the HAJC in advance of any proposed change in lease requirements governing the allocation of tenant and owner responsibilities for utilities. Such changes may be made only if approved by the HAJC and in accordance with the terms of the lease relating to its amendment. The HAJC will re-determine reasonable rent in accordance with Section 27.5 (C), based on any change in allocation of responsibility for utilities between the owner and the tenant, and the re-determined reasonable rent shall be used in calculation of rent to owner from the effective date of the change.

7. Lease Provisions Governing Tenant Absence From the Unit

The owner's lease may specify a maximum period of tenant absence from the unit that may be shorter than the maximum period permitted by the HAJC in Section 2.3(H) of this Administrative Plan.

J. Security Deposit

The owner may collect a security deposit from the tenant. The HAJC prohibits security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts which the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the 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 HAJC has no liability or responsibility for payment of any amount owed by the family to the owner.

K. Owner Termination of Tenancy and Eviction

1. In general, Section 17.0, Termination of the Lease and Contract, of this Administrative Plan applies with the exception that 17(a)(viii) (3) & (4)

do not apply to the Project-based Voucher Program. In the Project-based Voucher Program "good cause" does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose. Eviction for drug and alcohol abuse applies to the Project-based Voucher Program.

2. Upon lease expiration, an owner may:

   (a) Renew the lease;

   (b) Refuse to renew the lease for good cause;

   (c) Refuse to renew the lease without good cause, which case the HAJC will provide the family with a tenant based voucher and the unit will be removed from the Project-based Voucher HAP contract.

3. If a family resides in a project-based unit excepted from the 25 percent per building cap on project-basing because of participation in an FSS or other supportive services program, and the family fails without good cause to complete its FSS contract of participation or supportive services requirement, such failure is grounds for lease termination by the owner.

L. Overcrowded, Under-Occupied, and Accessible Units

1. Family Occupancy of Wrong-size or Accessible Unit

   The HAJC's subsidy standards determine the appropriate unit size for the family size and composition. If the HAJC determines that a family is occupying a:

   (a) Wrong-size unit, or

   (b) Unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the HAJC must promptly notify the family and the owner of this determination, and of the HAJC's offer of continued assistance in another unit pursuant to paragraph (2) of this section.

2. HAJC Offer of Continue Assistance

   If a family is occupying a wrong size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the HAJC will offer the family the opportunity to receive continued housing assistance in another unit.

The HAJC will offer the following housing options as continued assistance.

(a) Project-based voucher assistance in an appropriate-size unit (in the same building or in another building);

(b) Other project-based housing assistance (e.g., by occupancy of a public housing unit);

(c) Tenant-based rental assistance under the voucher program; or

(d) Other comparable public or private tenant-based assistance (e.g., under the HOME program).

3. HAJC Termination of Housing Assistance Payments

If the HAJC offers the family the opportunity to receive tenant-based rental assistance under the voucher program, the HAJC will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by the HAJC).

If the HAJC offers the family the opportunity for another form of continued housing assistance in accordance with (2) above, and the family does not accept the offer, does not move out of the project-based voucher unit within a reasonable time as determined by the HAJC, or both, the HAJC will terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of a reasonable period as determined by the HAJC.

M. When Occupancy May Exceed 25 Percent Cap on the Number of Project-Based Voucher Units in Each Building

1. Except as provided in Section 27.1 (B)(5), the HAJC will not pay housing assistance under the HAP contract for contract units in excess of the 25 percent cap.

b. If referring families to the owner for admission to excepted units, the HAJC will give preference to elderly or disabled families, or to families receiving supportive services.

3. If a family at the time of initial move-in is receiving supportive services and residing in an "excepted unit" and subsequently fulfills their

commitments and continues to reside in the unit, the unit remains an "excepted unit" for as long as the family resides in the unit.

4. A family (or the remaining members of the family) residing in an excepted unit that no longer meets the criteria for a "qualifying family" in connection with the 25 percent per building cap exception (e.g., a family that does not successfully complete its FSS contract of participation or the supportive services requirement as defined in this Administrative Plan or the remaining members of a family that no longer qualifies for elderly or disabled family status) will be required to vacate the unit within a reasonable period of time established by the HAJC, and the HAJC will cease paying housing assistance payments on behalf of the non-qualifying family. If the family fails to vacate the unit within the established time, the unit will be removed from the HAP contract unless the project is partially assisted and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with Section 27.4 (F) or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations (e.g., a family fails, without good cause, to successfully complete its FSS contract of participation or supportive services requirement) will be terminated by the HAJC.

N. Family Right to Move

A family may terminate the assisted lease at any time after the first year of occupancy. The family must give the owner advance written notice of the intent to vacate, with a copy to the HAJC in accordance with the lease.

If the family has elected to terminate the lease after the first year in compliance with the lease, the HAJC will offer the family the opportunity for continued tenant-based rental assistance in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

Note: Before providing notice to terminate the lease, the family must contact the HAJC to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a project-based voucher unit, the HAJC will give the family priority to receive the next available opportunity for continued tenant-based rental assistance.

If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

27.6 RENT TO OWNER

A. Determining the Rent to Owner

1. Initial and Redetermined Rents

(a) The amount of the initial rent to owner is established at the beginning of the HAP contract term. For rehabilitated or newly constructed housing, the Agreement states the estimated amount of the initial rent to owner, but the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

(b) The rent to owner is redetermined at the owner's request for a rent increase in accordance with this Section 27.5 (A) and Section 27.5 (B) . The rent to owner is also redetermined at such time when there is a five percent or greater <u>decrease</u> in the published FMR.

2. Amount of Rent to Owner

Except for certain tax credit units as provided in Section 27.5 (C), the rent to owner must not exceed the lowest of:

(a) An amount determined by the HAJC, not to exceed 110 percent of the applicable fair market rent (or any exception payment standard approved by HUD) for the unit bedroom size minus any utility allowance;

(b) The reasonable rent; or

(c) The rent requested by the owner.

3. Rent to Owner for Certain Tax Credit Units

(a) This section applies if:

(i) A contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986 (see 26 U.S.C. 42);

(ii) The contract unit is not located in a qualified census tract;

A "qualified census tract" is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI) or where the poverty rate is at least 25 percent and where

the census tract is designated as a qualified census tract by HUD.

(iii) In the same building, there are comparable tax credit units of the same unit bedroom size as the contract unit and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and

(iv) The tax credit rent exceeds the applicable fair market rental (or any exception payment standard) as determined in accordance with Section 27.5 (B).

(b) The rent to owner must not exceed the lowest of:

(i) The tax credit rent minus any utility allowance;

(ii) The reasonable rent; or

(iii) The rent requested by the owner.

(c) The "tax credit rent" is the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., additional assistance such as tenant-based voucher assistance).

4. Rent to Owner for Other Tax Credit Units

Except in the case of a tax credit unit described in the Section immediately above, the rent to owner for all other tax credit units is determined pursuant to Section 2 above.

5. Reasonable Rent

The HAJC will determine reasonable rent in accordance with Section 27.5 (C). The rent to owner for each contract unit may at no time exceed the reasonable rent.

6. Use of FMRs and Utility Allowance Schedule in Determining the Amount of Rent to Owner

(a) Amounts used:

(i) Determination of Initial Rent (at the beginning of the HAP contract term)

When determining the initial rent to owner, the HAJC will use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. At its discretion, the HAJC may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(ii) Redetermination of Rent to Owner

When redetermining the rent to owner, the HAJC will use the most recently published FMR and the HAJC utility allowance schedule in effect at the time of redetermination. At its discretion, the HAJC may use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract.

(b) Exception Payment Standard and HAJC Utility Allowance Schedule

(i) Any HUD approved exception standard amount applies to both the tenant-based and project-based voucher programs. HUD will not approve a different exception payment standard amount for use in the project-based voucher program.

(ii) The HAJC may not establish or apply different utility allowance amounts for the project-based voucher program. The same HAJC utility allowance schedule applies to both the tenant-based and project-based voucher programs.

7. HAJC Owned Units

For HAJC owned units, the initial rent to owner and the annual re-determination of rent at the annual anniversary of the HAP contract are determined by the independent entity approved by HUD in accordance with Section 27.5 (C)(6). The HAJC must use the rent to owner established by the independent entity.

B. Re-determination of Rent to Owner

1. The HAJC will re-determine the rent to owner:

(a) Upon the owner's request; or

(b) When there is a five percent or greater decrease in the published FMR.

2. Rent Increase

(a) The HAJC will not make any rent increase other than an increase in the rent to owner as outlined in 27.5(A) above.

(b) The owner must request an increase in the rent to owner at the annual anniversary of the HAP contract by written notice to the HAJC. The HAJC must receive the written notice 60 days before the annual anniversary date. The request must be submitted in the form and manner required by the HAJC.

(c) The HAJC will not approve and the owner will not receive any increase of rent to owner until and unless the owner has complied with all requirements of the HAP contract, including compliance with the HQS. The HAJC will not grant any retroactive increase of rent for any period of noncompliance.

3. Rent Decrease

If there is a decrease in the rent to owner, the rent to owner must be decreased, regardless of whether the owner requested a rent adjustment.

4. Notice of Rent Determination

The HAJC will give written notice of any redetermined rent. The HAJC notice of the rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract.

5. Contract Year and Annual Anniversary of the HAP Contract

(a) The contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

(b) The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. The adjusted rent to owner amount applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

(c) If contract units are placed under the HAP contract in stages commencing on different dates, there is a single annual

anniversary for all contract units under the HAP contract. The annual anniversary for all contract units is the annual anniversary date for the first contract units placed under the HAP contract. The expiration of the HAP contract for all the contract units completed in stages must be concurrent with the end of the HAP contract term for the units originally placed under HAP contract.

C. Reasonable Rent

1. Comparability Requirement

At all times during the term of the HAP contract, the rent to owner may not exceed the reasonable rent as determined by the HAJC.

2. Redetermination

The HAJC will redetermine the reasonable rent under the following circumstances:

(a) Whenever there is a five percent or greater decrease in the published FMR in effect sixty (60) days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR in effect one year before the contract anniversary;

(b) Whenever the HAJC approves a change in the allocation of responsibility for utilities between the owner and the tenant;

(c) Whenever the HAP contract is amended to substitute a different contract unit in the same building; and

(d) Whenever there is any other change that may substantially affect the reasonable rent.

3. How to Determine Reasonable Rent

The reasonable rent of a contract unit must be determined by comparison to rent for other comparable <u>unassisted</u> units. In determining the reasonable rent, the HAJC will consider factors that affect market rent, such as:

(a) The location, quality, size, unit type, and age of the contract unit; and

(b) Amenities, housing services, maintenance, and utilities to be provided by the owner.

4. Comparability Analysis

(a) For each unit, the HAJC comparability analysis will use at least three comparable units in the private unassisted market, which may include comparable unassisted units in the premises or project.

(b) The HAJC will retain a comparability analysis that shows how the reasonable rent was determined, including major differences between the unassisted units.

(c) The comparability analysis may be performed by the HAJC staff or by another qualified person or entity. A person or entity that conducts the comparability analysis and any HAJC staff or contractor engaged in determining the housing assistance payment based on the comparability analysis may not have any direct or indirect interest in the property.

5. Owner Certification of Comparability

By accepting each monthly housing assistance payment from the HAJC, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner must give the HAJC information upon request on rents charged by the owner for other units in the premises or elsewhere.

6. Determining Reasonable Rent for HAJC Units

For HAJC units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with Section 27.1(J), rather than by HAJC staff. Reasonable rent must be determined in accordance with this Section.

The independent entity must furnish a copy of the independent entity determination of reasonable rent for HAJC owned units to the HAJC and to the HUD field office where the project is located.

7. Other Subsidy; Effect on Rent to Owner

In addition to the rent limits established in accordance with 27.5(A)&(B), the following restrictions apply to certain units:

(a) HOME – for units assisted under the HOME program, rents may not exceed rent limits as required by the HOME program.

(b) Subsidized Projects

This paragraph applies to any contract units in any of the following types of federally subsidized project:

(i) An insured or non-insured Section 236 project;

(ii) A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;

(iii) A Section 221(d)(3) below market interest rate (BMIR) project;

(iv) A Section 515 project of the Rural Housing Service;

(v) A project receiving low-income housing tax credits;

(vi) Any other type of federally subsidized project specified by HUD.

The rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program.

(a) Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

(b) Other Subsidy: HAJC Discretion to Reduce Rent

The HAJC, at its discretion, may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants, or other subsidized financing.

(c) Prohibition of Other Subsidy

The HAJC will not attach or pay Project-based Voucher assistance to units in any of the following types of subsidized housing:

(i) A public housing dwelling unit;

(ii) A unit subsidized with any other form of Section 8 assistance (tenant-based or project-based);

(iii) A unit subsidized with any governmental rent subsidy (a subsidy that pays all or any part of the rent);

(iv) A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;

(v) A unit subsidized with Section 236 rental assistance payments (12 U.S.C. 1715z-1). However, the HAJC may attach assistance to a unit subsidized with Section 236 interest reduction payments;

(vi) A unit subsidized with rental assistance payments under Section 521 of the Housing Act of 1949, 42 U.S.C. 1490a (a Rural Housing Service Program). However, the HAJC may attach assistance for a unit subsidized with Section 515 interest reduction payments (42 U.S.C. 1485);

(vii) A Section 202 project for non-elderly persons with disabilities (assistance under Section 162 of the Housing and Community Development Act of 1987, 12 U.S.C. 1701q note);

(viii) Section 811 project based supportive housing for persons with disabilities (42 U.S.C. 8013);

(ix) Section 202 supportive housing for the elderly (12 U.S.C. 1701q);

(x) A Section 101 rent supplement project (12 U.S.C. 1701s);

(xi) A unit subsidized with any form of tenant-based rental assistance (as defined at 24 CFR 982.1(b)(2)) (e.g., a unit subsidized with tenant-based rental assistance under the HOME program, 42 U.S.C. 12701 et seq.);

(xii) A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or by the HAJC in accordance with HUD requirements. For this purpose, "housing subsidy" does not include the housing component of a welfare payment; a social security payment; or a federal, state, or local tax concession (such as relief from local real property taxes).

8. Rent to Owner: Effect of Rent Control and Other Rent Limits

In addition to all the above limitations on the rent paid to the owner, if a state or local rent control requirement exists, it will apply to the property.

27.7 PAYMENT TO OWNER

A. HAJC Payment to Owner

1. When Payments Are Made

The HAJC will make housing assistance payments to the owner in accordance with the terms of the HAP contract.

HAJC will not make any housing assistance payment to the owner for any days after the day when the family moves out of the unit (even if household goods or property are left in the unit).

2. Monthly Payment

Monthly, the HAJC will make a housing assistance payment to the owner for each contract unit that is in compliance with HQS and is leased to and occupied by an eligible family in accordance with the HAP contract.

3. Calculating Amount of Payment

The monthly housing assistance payment by the HAJC to the owner for a contract unit leased to a family is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

4. Prompt Payment

The HAJC will make the housing assistance payment to the owner under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the HAJC agree on a later date. If such an agreement has been made, it must be in writing.

5. Owner Compliance with Contract

In order to receive housing assistance payments in accordance with the HAP contact, the owner must be in compliance with all the provisions of the HAP contract. Unless the owner complies with all the provision of the HAP contract, the owner does not have a right to receive housing assistance payments.

B. Vacancy Payment

Payment for Move-Out Month

If an assisted family moves out of the unit, the owner may keep the housing assistance payment payable for the calendar month when the family moves out ("move-out month"). If the HAJC determines that the vacancy is the owner's fault, the owner may not keep the payment.

C. Tenant Rent; Payment to Owner

1. HAJC Determination

The HAJC will determine the tenant rent and effective dates of changes in rent in accordance with this Section 8 Administrative Plan. The tenant rent is the portion of the rent to owner paid by the family.

2. Tenant Payment to Owner

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The tenant rent is determined by the HAJC and is the maximum amount the owner can charge the family for rent of a contract unit.

The tenant rent is payment for all housing services, maintenance, equipment, and utilities to be provided by the owner without additional charge to the tenant, in accordance with the HAP contract and lease.

The owner cannot demand or accept any rent payment from the tenant in excess of the tenant rent. The owner is required to immediately return any excess payment to the tenant.

3. Limit of HAJC Responsibility

The HAJC is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract. The HAJC is not responsible for paying the tenant rent, or for paying any other claim by the owner.

4. Utility Reimbursement

If the amount of the utility allowance exceeds the total tenant payment, the HAJC will pay the amount of such excess as a reimbursement for tenant-paid utilities and the tenant rent to the owner shall be zero.

D. Other Fees and Charges

1. Meals and Supportive Services

In assisted living developments receiving project-based assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges will not be included in the rent to owner, nor will the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

For any other type of project-based assistance (other than assisted living) the owner may not require the tenant or family members to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

2. Other Charges by Owner

The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

28.0 HOUSING CONVERSION ACTIONS (ENHANCED AND REGULAR HOUSING CHOICE VOUCHERS)

Housing conversion actions are:

A. Owner decisions to opt-out of or not renew Section 8 project-based contracts (opt-outs);

B. Owner prepayments of the mortgage or the voluntary termination of the mortgage insurance of a preservation eligible property (preservation prepayments);

C. HUD enforcement actions against owners (including the termination or non-renewal of a Section 8 project-based housing assistance payments (HAP) contract); and

D. HUD property disposition activities.

Depending on the type of Housing Conversion Action, eligible families receive either regular voucher assistance or enhanced voucher assistance. Enhanced voucher assistance under Section 8(t) of the United States Housing Act of 1937 differs from regular housing choice voucher assistance in two major respects if the participant remains in the effected property. First, it will establish a new "minimum rent" equal to the rent the family was paying at the time of the eligibility event, and second it may establish an enhanced

payment standard that exceeds the Housing Authority of Jackson County's normal payment standard.

Specifically, the following actions constitute "housing conversion actions":

A. Preservation Prepayments

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d) (3) properties) certain residents are eligible for enhanced voucher assistance.

B. Project-based Opt-outs

When an owner chooses to end participation in certain programs by either opting-out of or not renewing certain expiring Section 8 contracts, eligible low-income residents assisted under the expiring Section 8 project-based contract are eligible for enhanced voucher assistance. The opt-out category includes cases where Section 8 contracts in restructured properties are converted to tenant-based assistance in accordance with section 515(c) of the Multifamily Assisted Housing Reform and Affordability Act of 1997. In the case of a 515(c) opt-out only, all families assisted under the expiring contract are income-eligible for enhanced voucher assistance.

Eligible low-income residents assisted under a rent supplement contract under Section 101 of the Housing and Urban Development Act of 1965 that ends at the expiration of a Section 8 HAP contract for units in the property are also eligible for enhanced voucher assistance. In a case where a rent supplement contract ends and there is not an expiring Section 8 project-based contract at the property, regular vouchers are provided to the eligible low-income families covered by the rent supplement contract, subject to availability of appropriations.

C. HUD Enforcement Actions

When there is a HUD-originated termination action, HUD is either terminating the Section 8 project-based HAP contract or not offering the owner the option to renew an expiring Section 8 project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers in these circumstances because families must move to receive housing choice voucher assistance.

D. HUD Property Disposition

A property disposition occurs when HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default on an FHA-insured mortgage and is closing down the property or selling the property to a new owner. Regular vouchers are provided to assist eligible low-income families in these cases.

28.1 TENANT-BASED ISSUES FOR HOUSING CONVERISON ACTIONS

In general, housing choice voucher program rules, regulations, and requirements apply to special admission vouchers made available for families as the result of "housing conversion actions". Some actions will lead to the issuance of enhanced vouchers, which will be discussed in detail in this Section.

The following program guidance is applicable to all housing conversion actions, both regular and enhanced voucher assistance.

A. Tenant-based Nature of the Assistance

Housing choice vouchers (including enhanced vouchers) provided by HUD as the result of a housing conversion action are always tenant-based assistance. Families issued vouchers may elect to use the assistance in the same property and in all cases may choose to move from the property. Families may choose to exercise portability and move outside of the jurisdiction of the Housing Authority of Jackson County. There is no guarantee to the owner than any housing choice voucher assistance will be utilized at the property for any period of time. The Housing Authority of Jackson County will emphasize the tenant-based aspect of the assistance when briefing families, who may be unfamiliar with the concept of tenant-based assistance and the freedom of choice, associated with a tenant-based subsidy.

B. Housing Authority of Jackson County Screening of Families

The Housing Authority of Jackson County will utilize its normal screening procedures as part of the eligibility requirements.

The Housing Authority of Jackson County will provide any family denied assistance with an opportunity for an informal review. The decision to deny assistance rests with the Housing Authority of Jackson County,

C. Use of Owner Certifications for Determining Tenant Income

In order to reduce processing time, the Housing Authority of Jackson County may exercise its right to use the owner's most recent family income examination if:

1. The owner's current certification for the family is no more than six (6) months old; and

2. The Housing Authority of Jackson County determines that the owner certifications are acceptable after reviewing a small sample for accuracy.

If the Housing Authority of Jackson County chooses to use the owner's income certification, the Housing Authority of Jackson County will complete the subsequent family reexamination within one year of the date of the owner certification, not the date the Housing Authority of Jackson County accepted the owner certification in lieu of conducting its own determination.

D. Housing Authority of Jackson Subsidy Standards

The Housing Authority of Jackson County issue the housing choice voucher in accordance with its normal subsidy standards, not the actual size of the unit the family is currently occupying. There is a special rule for enhanced vouchers concerning families who reside in over-sized units and wish to remain at the property. This exception only applies to enhanced voucher assistance.

The Housing Authority of Jackson County will utilize the subsidy standard to calculate the maximum rent subsidy for the family. The payment standard for the family shall be the lower of:

1. The payment standard for the family unit size as determined by the Housing Authority of Jackson County subsidy standards; or

2. The payment standard for the actual size of the unit rented by the family.

E. Search Time

Since these vouchers are targeted to specific families adversely affected by HUD or owner actions in HUD multifamily properties, the Housing Authority of Jackson will provide families with maximum search time that is reasonably required to locate housing.

F. Rent Reasonableness and Approval of Tenancy

All regular program requirements regarding the reasonableness of rent apply, regardless of whether the vouchers are enhanced vouchers or regular vouchers.

Reasonable rent is defined as a rent to owner that is not more than rent charged:

1. For comparable units in the private unassisted market; and

2. for comparable unassisted units in the premises.

The Housing Authority of Jackson County will not approve a lease until the Housing Authority of Jackson County determines that the initial rent to owner is a reasonable rent, regardless of whether the family chooses to remain in the family's current unit or move to a different unit.

If the Housing of Jackson County determines the proposed rent is not reasonable, the owner must lower the rent or the family will have to find another unit in order to benefit from the voucher subsidy.

The initial lease term must be for at least one year unless the Housing Authority of Jackson County determines that a shorter term would improve housing opportunities for the participant <u>and</u> such shorter term is the prevailing local market practice.

G. Housing Quality Standards Inspections

The Housing Authority of Jackson County will inspect the unit to ensure that the unit meets the normal housing quality standards even if the family is residing in a unit that was previously assisted under a Section 8 project-based contract. Under no circumstances will the Housing Authority of Jackson County make housing assistance payments for any period of time prior to the date that the Housing Authority of Jackson County physically inspects the unit and determines that the unit meets the housing quality standards.

H. Timing Issues Involving HAP Contract Execution and Effective Dates

The funding process for vouchers that the Housing Authority of Jackson County receives from HUD is intended to result in issuance of the voucher to the family at least 60 calendar days prior to the target date of the housing conversion action. The target date is the date that the family would be impacted by a rent increase or possible displacement as a result of the housing conversion action.

For opt-out or HUD enforcement actions, the target date is the date that the project-based HAP contract expires or is terminated. For a preservation property, the target date is the earliest date the owner may increase the rent (no earlier than 60 calendar days following the effective date of the prepayment).

Before the Housing Authority of Jackson County approves a family to lease a dwelling unit with voucher assistance, the Housing Authority of Jackson County shall determine that the following conditions are met:

1. The unit is eligible;

2. The unit has been inspected and passes the housing quality standards;

3. The lease includes the tenancy addendum;

4. The rent to owner is reasonable; and

5. At the time a family initially receives tenant-based regular voucher assistance for occupancy of a dwelling unit and where the gross rent of the unit exceeds the applicable payment standard for the family, the family share (gross rent minus subsidy) must not exceed 40 percent of the family's adjusted monthly income. (The 40 percent restriction is not applicable in the case of a family assisted with enhanced voucher assistance.)

Once these conditions are met, the Housing Authority of Jackson County will approve the unit for leasing.

In establishing the effective date of tenant-based HAP contracts, it is very important to make a distinction between families who choose to stay in the property and families who choose to move. The Housing Authority of Jackson County will not approve a tenancy (and execute a housing choice voucher HAP contract) on behalf of a stay(er) (family that stays in the property) for a lease term that is effective prior to the target date of the housing conversion action. For a family that is moving, the Housing Authority of Jackson County may approve a tenancy that begins before the target date, since in strong rental markets potential landlords will not hold a unit vacant.

I. Initial and Subsequent Use of Vouchers

All housing choice vouchers (enhanced or non-enhanced) provided in connection with housing conversion actions are special admission vouchers. Special admission vouchers differ from regular vouchers in that HUD provides the assistance with a specific family in mind. The Housing Authority of Jackson County will first use the allocation to assist the families targeted for assistance. The Housing Authority of Jackson County will not consider whether the family is on the housing choice voucher waiting list or the family's position on the housing choice voucher waiting list.

If a voucher issued to a family as the result of a housing conversion action turns over for any reason, the Housing Authority of Jackson County will retain the voucher for use as part of its regular housing choice voucher program. In cases where an enhanced voucher turns over following initial issuance, the voucher loses its special enhanced characteristics and is subject to all normal housing choice voucher program rules.

J. Inapplicability of the Housing Authority of Jackson County
Families admitted to the Housing Authority of Jackson County's tenant-based voucher program as a result of a housing conversion action are not subject to the income targeting requirements of the tenant-based program, and their admission will not be counted in determining whether the Housing Authority of Jackson County complied with the income targeting requirement.

28.2 PRESERVATION PREPAYMENTS

When the owner prepays the mortgage or voluntarily terminates the mortgage insurance of preservation eligible properties (generally Section 236 and Section 221(d) (3) properties) certain residents are eligible for enhanced voucher assistance.

A. Owner Prepays the Mortgage or Voluntarily Terminates the Mortgage Insurance (Preservation Prepayments)

Tenant-based assistance is offered to eligible residents of properties covered by the Emergency Low-Income Housing Preservation Act of 1987 (ELIHPA) and the Low-Income Housing Preservation and Resident Homeownership Act of 1990 (LIHPRHA). (HUD's Office of Housing is responsible for identifying property eligibility under these provisions)

1. Covered Prepayments

To be considered an eligible property, the property must have reached its 20th year from final endorsement and meet one of the following criteria:

a. Section 221(d)(3)-market rate, limited distribution properties receiving Section 8 payments converted from Rent Supplement whose project number series is 35001-36599;

b. All Section 221(d)(3) below market interest rate properties whose project number series are 55001-55999 and 57501-57999, unless a Rent Supplement Contract remains in effect between HUD and the mortgagor;

c. All Section 236 properties whose project number series are 44001-44799; 44801-44899; 45001-45999; and 58501-58999, unless a

Rent Supplement Contract remains in effect between HUD and the mortgagor;

d. A purchase money mortgage formerly insured under Section 221(d) (3) or 236;

e. A mortgage held by a state agency as a result of a sale by HUD without insurance, which immediately before the sale would have been eligible low-income housing under LIHPRHA; which mortgage (1) for LIHPRHA properties is, or is within 2 years of being, eligible for prepayment by contract or regulation in effect before February 5, 1988 without HUD's prior approval; or (2) for ELIHPA properties is, or is within 1 year of being, eligible for prepayment under regulation or contract in effect before February 5, 1988; or

f. All State-assisted properties that are eligible for preservation assistance under LIHPRHA or ELIHPA.

2. Flexible Subsidy Properties

Section 536 of the Preserving Affordable Housing for Senior Citizens and Families into the 21st Century Act provides that any property that receives or has received assistance under Section 201 of the Housing and Community Development Amendments of 1978 (the flexible subsidy program, 12 U.S.C. 1715z-1a) which is the subject of a transaction under which the property is preserved as affordable housing (as determined by HUD) shall be considered eligible low-income housing under Section 229 of LIHPRHA for purposes of eligibility of residents for enhanced tenant-based assistance. (The Office of Housing is responsible for determining on a case-by-case basis if a flexible subsidy property meets the requirements of Section 536 concerning the applicability of enhanced vouchers)

B. Families Eligible for Enhanced Voucher Assistance in Preservation Eligible Properties

The resident family must be residing in the preservation eligible property on the effective date of prepayment or voluntary termination of mortgage insurance (or the effective date of the transaction in the case of covered flexible subsidy properties), and must be income-eligible on that effective date.

1. Income Eligibility

In order to be eligible for enhanced voucher assistance, the resident must be:

a. a low-income family (including a very low-income or extremely low income family);

b. a moderate-income elderly or disabled family; or

c. a moderate-income family residing in a low vacancy area (3 percent or less vacancy rate). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for a voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

A low-income family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

A moderate-income family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

2. Unassisted and Assisted Families

Both previously unassisted and currently assisted residents may be eligible for enhanced voucher assistance as the result of a preservation prepayment.

A voucher participant who is residing in the property at the time of the eligibility event shall receive enhanced voucher assistance if the family meets all of the following conditions:

a. the family must meet the income requirements on the date of the eligibility event;

b. any rent increase under the voucher program must be in accordance with the lease agreement and program regulations;

c. the new gross rent must be reasonable; and

d. the family must decide to stay in the unit instead of moving.

Under the voucher program, an owner may increase the rent as permitted by the terms of the existing lease and local and state law, so long as the new rent is reasonable. The owner is not required by the program regulations to terminate the existing lease and HAP contract for current voucher participants to receive the special enhanced subsidy.

If the above conditions are met, the payment standard utilized by the Housing Authority of Jackson County to calculate the housing assistance payment is the new gross rent of the family's unit. The enhanced voucher minimum rent requirement now applies to the family (See Enhanced Voucher Minimum Rent Requirement for Stayers below).

Any family receiving Section 8 project-based assistance on the effective date of the prepayment will continue to receive the project-based assistance until the project-based contract expires or terminates. Such families will receive enhanced voucher assistance at the time of the expiration and non-renewal of the Section 8 project-based contract.

3. Eligibility Event and Existing Leases

Note that the eligibility event (e.g., the prepayment of the mortgage or the voluntary termination of a mortgage insurance contract for a preservation eligible property and the approval of the flexible subsidy transaction for flexible subsidy properties) does not in itself necessarily terminate or modify the existing leases between the owner and the current residents of the property. An owner may only legally increase the rent or terminate the lease as provided under the terms of the lease in accordance with state and local law. In addition, an owner may not increase the rent for at least 60 calendar days from the eligibility event in the case of a preservation prepayment or voluntary termination of the mortgage.

If an eligible family chooses to stay at the property, the Housing Authority of Jackson County will not enter into a HAP contract that commences prior to the effective date of the rent increase.

In addition, a family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under state and/or local law.

4. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to Stay in the Property

If the Housing Authority of Jackson County determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, the Housing Authority of Jackson County will maintain a record of eligibility determination for that family. The Housing Authority of Jackson County shall inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact the Housing Authority of Jackson County. Should the Housing Authority of Jackson County then determine that the change in income would result in a housing assistance payment, The Housing Authority of Jackson County will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact the Housing Authority of Jackson County when there is a decrease in family income or an increase in the family rent.

C. Voluntary Termination of Mortgage Insurance or Prepayment of Mortgage on Section 236 Property's Where Section 236 Rent Rules Remain Applicable (decoupling actions)

Where an owner voluntarily terminates the mortgage insurance or prepays the Section 236 mortgage in a preservation eligible Section 236 property <u>and</u> the rent setting requirements of the Section 236 program are still applicable to the property, the enhanced voucher rent would be no greater than the Basic Rent established in accordance with HUD Notice H 2000-8. Since families must pay at least 30 percent of their monthly adjusted income under the voucher subsidy formula, only those low-income families required to pay the basic rent will receive any voucher subsidy in such instance, unless the family chooses to move.

Regardless of the rents established under the rent formula for these properties, the rent reasonableness requirements of the housing choice voucher program must be met for the family to receive tenant-based assistance at the property. (The HUD Field Office is responsible for informing the Housing Authority of Jackson County in cases where the rent setting requirements of the Section 236 program remain in effect).

D. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Section 8(t) of the United States Housing Act. A

family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meets HQS, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

E. Characteristics of Enhanced Voucher Assistance

1. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable Housing Authority of Jackson County utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the Housing Authority of Jackson County payment standard.

2. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. The Housing Authority of Jackson County will determine whether the proposed rent for the family's unit is reasonable.

The Housing Authority of Jackson County makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the Housing Authority of Jackson County determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in the Housing Authority of Jackson County approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. The Housing Authority of Jackson County will document the rent reasonableness of the owner's rent

in the family's file by including the rents and addresses of the comparable units used to make the determination.

3. Effect of Family Unit Size Limitation - Initial Issuance

The Housing Authority of Jackson County will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, the Housing Authority of Jackson County will determine based on family circumstances (age, frailty, etc.) which families will be required to move.

If there is no appropriate size unit currently available for the family in the project, the Housing Authority of Jackson County will execute a voucher HAP contract on behalf of the family for the oversized unit, provided the rent is reasonable and the unit complies with all other voucher program requirement such as the housing quality standards. The enhanced voucher housing subsidy calculation will be based on the gross rent for the oversized unit. The subsidy calculation will continue to be based on the gross rent (including subsequent rent increases) for the oversized unit (1) occupancy by the family.

The owner must immediately inform the PHA and the family when an appropriate size unit will become available in the project. When an appropriate size unit becomes available, the enhanced voucher family residing in the oversized unit must move to the appropriate size unit in a reasonable time (as determined by the Housing Authority of Jackson County) to continue to receive enhanced voucher assistance. The family and owner will enter into a new lease and the housing authority will execute a new voucher HAP contract with the owner for the appropriate size unit. The enhanced voucher subsidy calculation is based on the gross rent for the appropriate size unit.

If an over-housed enhanced voucher family refuses to move to the appropriate size unit, the Housing Authority of Jackson County will recalculate the family’s housing assistance payment for the oversized unit based on the normally applicable voucher subsidy formula using the applicable payment standard established by the Housing Authority of Jackson County for its voucher program. The family will be responsible for any amount of the gross rent not covered by the housing assistance payment.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit.

If the Housing Authority of Jackson County determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because an increase in family size causes the unit to be overcrowded or over-house, , the family must move to an appropriate size unit in the property when it is or becomes available. The Housing Authority of Jackson County is required to assist the family in locating other standard housing in the Housing Authority of Jackson County jurisdiction. The family and the Housing Authority of Jackson County will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that the Housing Authority of Jackson County judges to be acceptable, the Housing Authority of Jackson County will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

4. Family Move: Normal Payment Standard is Applicable

The Housing Authority of Jackson County’s normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the family's current unit if it is not reasonable or the unit fails HQS, requiring the family to move in order to continue receiving tenant-based assistance.

5. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance) regardless of what happens to the family’s income.

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

The method for calculating the minimum rent changes if the family's income subsequently decreases to a significant extent (15% or more) from the family's gross income on the effective date of the prepayment. Guidance on recalculation the minimum rent in cases when a family's income significantly decreases is discussed in detail in number 6 below.

a. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. The Housing Authority of Jackson County's utility allowance will be used to calculate the gross rent at prepayment if all utilities were not included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

b. Previously assisted Section 8 Tenant-based Families Rent Requirement

Residents assisted with Section 8 tenant-based vouchers at the time of a prepayment or voluntary termination by the owner will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the normal initial family contribution is not applicable.

6. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced below the enhanced minimum rent provision so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income that is at least 15 percent less than the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, the Housing Authority of Jackson County will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

a. Previously Unassisted Families

For eligible families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. the percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or

ii. 30 percent of the family's current adjusted monthly income.

b. Previously assisted Section 8 Tenant-based Families

For families who were previously assisted under a project-based or tenant-based contract on day the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. the percentage of the monthly adjusted income the family paid for gross rent;

ii. the Total Tenant Payment;

iii. the family share represented on the effective date of the eligibility event; or

iv. 30 percent of the family's current adjusted monthly income.

The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once

this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, the Housing Authority of Jackson County will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

7. Calculating the HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the Housing Authority of Jackson County's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

a. Thirty percent of the adjusted family income;

ii. Ten percent of the family monthly income (gross monthly income);

iii. the welfare rent in as-paid states;

iv. the enhanced voucher minimum rent; or

v. the Housing Authority of Jackson County's minimum rent.

8. Movers from the Property

If a resident decides to move from the property with the voucher assistance, the payment standard is not enhanced and the special voucher minimum rent does not apply. This applies both to families who decide to move when the eligibility event takes place and to families who have resided at the property after the eligibility event and want to move with

continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

G. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), the Housing Authority of Jackson County will utilize the new gross rent to calculate the voucher HAP payment for the family.

The Housing Authority of Jackson County shall identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable Housing Authority of Jackson County payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard may come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable Housing Authority of Jackson County payment standards.

1. Enhanced Voucher Minimum Rent

   The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance for as long as they remain in the property.

2. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the normally applicable payment standard and the Housing Authority of Jackson County determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

   If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, the Housing Authority of Jackson County will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Housing Authority of Jackson County utility allowance for any tenant-supplied utilities) for the unit provided the Housing Authority of Jackson County determines the rent is reasonable. The additional cost

of the subsidy will be covered through the regular renewal process for the Housing Authority of Jackson County's voucher program.

If a change in the Housing Authority of Jackson County's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the Housing Authority of Jackson County will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

28.3 OWNER OPT-OUTS

If an owner opts-out or elects not to renew an expiring contract for project-based assistance, HUD will make enhanced voucher authority available to the Housing Authority of Jackson County for eligible families covered by the expiring contract.

A. Covered Opt-outs

The property must be covered in whole or in part by a contract for project-based assistance, and consist of more than four dwelling units under one of the following programs:

1. The new construction or substantial rehabilitation program under Section 8(b)(2) of the United States Housing Act of 1937 (as in effect before October 1, 1983);

2. The property disposition program under Section 8(b) of the United States Housing Act of 1937;

3. The loan management assistance program under Section 8(b) of the United States Housing Act of 1937;

4. The rent supplement program under Section 101 of the Housing and Urban Development Act of 1965, provided that at the same time there is also a Section 8 project-based contract at the same property that is expiring or terminating and will not be renewed;

5. Section 8 of the United States Housing Act of 1937, following conversion from assistance under Section 101 of the Housing and Urban Development Act of 1965; or

6. The moderate rehabilitation program under Section 8(e) (2) of the United States Housing Act of 1937 (as in effect before October 1, 1991).

Note that an owner may not choose to opt-out of a rent supplement contract. Instead, the rent supplement assistance ends either at the end of the term of the

contract (generally 40 years after the first rent supplement payment was made) or when the mortgage terminates, depending on which event occurs first.

In addition, although families affected by Section 8 moderate rehabilitation opt-outs are eligible for enhanced vouchers that are subject to enhanced vouchers rules, these opt-outs are not considered a housing conversion action because the expiring contract is between the owner and the Housing Authority of Jackson County. The Housing Authority of Jackson County is not eligible to receive the special fee for extraordinary administrative costs and the specific funding process instructions do not apply to an owner's decision to not renew an expiring Section 8 moderate rehabilitation contract.

B. Family Eligibility for Enhanced Vouchers as a Result of an Owner Opt-out

In order to be eligible for enhanced voucher assistance, the resident must be:

1. A low-income family (including a very low or extremely low income family); and

2. Residing in a unit covered by the expiring Section 8 project-based contract on the date of expiration.

In the case of the expiration of a covered Section 8 contract under 515(c) of MAHRA only (mark-to-market restructuring where the Section 8 project-based assistance contract is converted to tenant-based assistance), all families assisted under the expiring contract are considered income-eligible for enhanced voucher assistance.

C. Special Income Eligibility Rules for Opt-out Families in Properties Where a Preservation Prepayment Preceded the Owner Opt-out

If the owners opt-out of the Section 8 project-based contract occurs after the owner has prepaid the mortgage or voluntarily terminated the mortgage insurance of a preservation eligible property, families who do not meet the definition of a low-income family may still be eligible to receive an enhanced voucher. In order to be eligible, the family must:

1. Reside in a unit covered by the expiring contract on the date of expiration;

2. Have also resided in the property on the effective date of the prepayment; and

3. Meet the income requirements for enhanced voucher eligibility for residents affected by a preservation prepayment described below.

To determine family eligibility in this circumstance, the Housing Authority of Jackson County will first determine income eligibility of the family based on the normal eligibility rules for opt-outs. For a family that is found not to be low-income, the Housing Authority of Jackson County will then make a determination of whether the family lived in the property on the date of the prepayment. If the family resided in the property on the date of prepayment, the Housing Authority of Jackson County will then determine if the family is income-eligible under the preservation prepayment rules.

1. Income Requirements for Enhanced Voucher Eligibility for Residents Affected by a Preservation Prepayment

   In order to be eligible for enhanced voucher assistance, the resident must be either:

   i. A low-income family (including a very low or extremely low income family);

   ii. A moderate-income elderly or disabled family; or

   iii. A moderate-income family residing in a low vacancy area (3 percent or less vacancy rates). (The HUD field office economist is responsible for determining whether the property where the owner is prepaying or voluntarily terminating the mortgage insurance is located in a low vacancy area).

   A low-income family is a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD.

   A moderate-income family is a family whose annual income is above 80 percent but does not exceed 95 percent of the area median income as determined by HUD.

If the family meets the preservation income requirement, the Housing Authority of Jackson County will issue the family an enhanced voucher by virtue of the preservation prepayment out of the opt-out voucher allocation received from HUD.

A resident family who does not fall into one of those categories on the effective date of the prepayment or voluntary termination is not eligible for an enhanced voucher, regardless of whether the family's situation subsequently changes after the effective date of the prepayment.

D. Family Eligibility for Enhanced Voucher Assistance in Cases Where There Would be no Initial Housing Assistance Payment and the Family Wishes to stay in the Property

If the Housing Authority of Jackson County determines that the family is income-eligible for an enhanced voucher but that there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, the Housing Authority of Jackson County will maintain a record of eligibility determination for that family. The Housing Authority of Jackson County will inform the family that should the family's income decrease or the family's rent increase within three years of the eligibility event, the family may contact the Housing Authority of Jackson County. Should the Housing Authority of Jackson County then determine that the change in income would result in a housing assistance payment; the Housing Authority of Jackson County will execute a housing assistance payment contract on behalf of the family at such time (assuming the unit is approved for leasing in accordance with the housing choice voucher program requirements). It is the family's responsibility to contact the Housing Authority of Jackson County when there is a decrease in family income or an increase in the family rent.

E. Enhanced Voucher Family Right to Remain

The FY 2001 Military Construction and FY 2000 Emergency Supplemental Appropriations laws amended Section 8(t) of the United States Housing Act. A family that receives an enhanced voucher has the right to remain in the property as long as the units are used for rental housing and are otherwise eligible for housing choice voucher assistance (e.g., the rent is reasonable, unit meet HQS, etc.) The owner may not terminate the tenancy of a family that exercises its right to remain except for a serious or repeated lease violation or other good cause. If an owner refuses to honor the family's right to remain, the family may exercise any judicial remedy that is available under State and/or local law.

F. Characteristics of Enhanced Voucher Assistance

1. Payment Standard Where the Family Chooses to Stay in the Same Property

For a family that stays in the property, the payment standard used to calculate the voucher housing assistance payment is the gross rent (rent to owner, plus the applicable Housing Authority of Jackson County utility allowance for any tenant-supplied utilities) of the family's unit (provided the proposed gross rent is reasonable), regardless of whether the gross rent exceeds the Housing Authority of Jackson County normal payment standard.

2. Rent Reasonableness Documentation and Lease Requirements

All regular housing choice voucher program requirements concerning the reasonableness of the rent and the provisions of the HUD prescribed lease addendum apply to enhanced vouchers. The Housing Authority of Jackson County will determine whether the proposed rent for the family's unit is reasonable.

The Housing Authority of Jackson County makes this determination by comparing the unit to other comparable unassisted units based on the current condition of the unit. If the Housing Authority of Jackson County determines the owner's proposed new rent is not reasonable, the owner must either lower the rent, or the family will have to find another unit in order to benefit from the voucher.

The special payment standard for enhanced tenant-based assistance for a family that stays in the unit sometimes results in the Housing Authority of Jackson County approving a tenancy for a unit that otherwise would be ineligible or unaffordable to a family with regular tenant-based assistance. If the rent is reasonable in comparison to the rents of comparable unassisted units, there is nothing improper or incorrect in approving the owner's new rent even if the rent would not normally be affordable for a family with a regular housing choice voucher. The Housing Authority of Jackson County will document the rent reasonableness of the owner's rent in the family's file by including the rents and addresses of the comparable units used to make the determination.

3. Effect of Family Unit Size Limitation - Initial Issuance

The Housing Authority of Jackson County will issue the family an enhanced voucher based on its Subsidy Standards, not on the actual size of the unit the family is currently occupying. However, if the family wishes to stay in the property, but is living in an oversized unit, the enhanced voucher family must move to an appropriate size unit in the property if one is available. To the extent there are more over-housed families than appropriate size units available at any time, the Housing Authority of Jackson County will determine based on family circumstances (age, frailty, etc.) which families will be required to move.

If there is no appropriate size unit currently available in the property, a family must make a good faith attempt to find a unit outside the property. In order to determine if the family has made a good faith effort, the Housing Authority of Jackson County will require the family to submit a list of potential units by address, the landlords name and telephone number.

If the family has not located an eligible unit at the end of the term of the voucher (including any extension granted by the Housing Authority of Jackson County) despite making a good faith effort, the Housing Authority of Jackson County will execute a housing assistance payment contract for the family's current unit, provided the unit complies with housing quality standards and the proposed rent is determined to be reasonable.

The effective date of the housing assistance payment contract for the oversized unit will not be earlier than the expiration date of the term of the family voucher. The family will be responsible for the full rent of the unit prior to the effective date of the housing assistance payment contract.

The payment standard is the gross rent of the oversized unit. The Housing Authority of Jackson County will advise the family in writing that the enhanced subsidy based on the oversized unit's rent will only be paid for one year. During that year, the family may move to an appropriate size unit in the property if one becomes available and the owner agrees to mutually terminate the lease agreement for the oversized unit. The family would receive the special payment standard for the appropriate size unit if the family moves to the appropriate size unit under this circumstance.

After the initial year of assistance in the oversized unit, the Housing Authority of Jackson County will apply the normal payment standard in determining the family's housing assistance payment. If the family wishes to remain in the unit and do so under regular housing choice voucher program rules, the family will have to pay the additional cost for the oversized unit out-of-pocket.

If the Housing Authority of Jackson County determines that the unit of an enhanced voucher family is no longer decent, safe, and sanitary under the HQS requirements because of an increase in family size that causes the unit to be overcrowded, the family must move to an appropriate size unit in the property or move to another unit not located at the property to continue to receive housing choice voucher assistance. The Housing Authority of Jackson County is required to assist the family in locating other standard housing in the Housing Authority of Jackson County jurisdiction. The family and the Housing Authority of Jackson County will try to find an acceptable unit as soon as possible. If the family rejects, without good cause, the offer of a unit that the Housing Authority of Jackson County judges to be acceptable, the Housing Authority of Jackson County will terminate the HAP contract.

If the family moves to an appropriate size unit in the property, the enhanced voucher subsidy rules would continue to apply to the family's

voucher assistance. In the case of a family move from the property, the regular housing choice voucher program rules apply.

4. Family Move: Normal Payment Standard is Applicable

The Housing Authority of Jackson County's normal payment standard is utilized to determine the family's maximum voucher subsidy when the family moves from the property. This includes cases where the proposed new rent for the family's current unit is not reasonable or the unit fails HQS, requiring the family to move in order to continue receiving tenant-based assistance.

5. Enhanced Voucher Minimum Rent Requirement for Stayers

Families assisted with enhanced housing choice voucher assistance have a special statutory minimum rent requirement. The law requires that a family receiving enhanced voucher assistance must pay for rent no less than the rent the family was paying on the date of the eligibility event (the effective date of the prepayment of the mortgage or voluntary termination of the mortgage insurance).

The enhanced voucher minimum rent only applies if the family remains in the property. The enhanced voucher minimum rent does not apply if the family moves from the property.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

a. Previously Unassisted Residents Rent Requirement

Previously unassisted residents must pay at least the dollar amount of the gross rent (enhanced voucher minimum rent) the family was paying on the date of prepayment or voluntary termination. The Housing Authority of Jackson County's utility allowance is used to calculate the gross rent at prepayment if all utilities were not included in the rent the family paid to the owner.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least

the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

b. Previously assisted Section 8 Tenant-based Families Rent Requirement

Residents assisted with Section 8 tenant-based vouchers at the time of the prepayment or voluntary termination the family will pay at least the family share (enhanced voucher minimum rent) that they were paying on eligibility event. The enhanced minimum rent provision only applies if the family chooses to remain in its present unit and receive the "enhanced" subsidy.

A family who stays in the unit and receives enhanced voucher assistance must pay the enhanced voucher minimum rent. If the enhanced voucher minimum rent exceeds 40 percent of the family's monthly-adjusted income, a family must still pay at least the enhanced voucher minimum rent, and the restriction on the initial family contribution is not applicable.

6. Significant Decline in Family Income - Effect on Enhance Voucher Minimum Rent

If an enhanced voucher family suffers a significant decline in family income, the minimum family share required of the family shall be reduced so that the percentage of income for rent does not exceed the greater of 30 percent or the percentage of monthly adjusted income actually paid by the family for rent (the rent to owner, plus tenant-paid utilities) on the effective date of the prepayment. A significant decline is defined as gross family income decline of at least 15 percent from the gross family income on the date of the eligibility event.

If the family suffers a significant decline in family income, the Housing Authority of Jackson County will change the enhanced voucher minimum rent from an actual dollar amount to a specific percentage of income.

a. Previously Unassisted Families

For families who were previously unassisted on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. The percentage of the monthly adjusted income the family paid for gross rent on the effective date of the eligibility event; or

ii. Thirty percent of the family's current adjusted monthly income.

b. Previously assisted Section 8 Tenant-based Families

For families who were previously assisted under the Section 8 tenant-based voucher program on the eligibility event, the family's new enhanced voucher minimum rent is the greater of:

i. The percentage of the monthly adjusted income the family paid for gross rent;

ii. The Total Tenant Payment;

iii. The family share represented on the effective date of the eligibility event; or

iv. Thirty percent of the family's current adjusted monthly income. The new enhanced voucher minimum rent for these families is a percentage of income as opposed to a specific dollar amount. Once this change in the enhanced voucher minimum rent becomes effective for a family, the enhanced voucher minimum rent for the family remains that specific percentage of income and will not revert to a specific dollar amount, even if the family income subsequently increases or decreases.

When a family reports a significant decrease in family income, the Housing Authority of Jackson County will conduct an interim reexamination and verify the changes in income.

The minimum rent represents the lowest amount the family may pay as their family share for as long as the family remains in the property. A family may pay no less than the enhanced voucher minimum rent. Depending on the circumstances, the family may have to pay more than the enhanced voucher minimum rent at the time of eligibility event.

7. Calculating HAP for Enhanced Voucher Assistance

Regardless of whether the owner's new gross rent after the eligibility event exceeds or is less than the Housing Authority of Jackson County's payment standard, the housing assistance payment for a family that stays in their present unit (or moves from an oversized unit to an appropriate size unit within the property) is the following:

The gross rent for the unit minus the greatest of:

a. 30 percent of the adjusted family income;

b. 10 percent of the family monthly income (gross monthly income);

c. The welfare rent in as-paid states;

d. The enhanced voucher minimum rent; or

e. The Housing Authority of Jackson County's minimum rent.

8. Movers from the Property

If a resident decides to move from the property with voucher assistance, the payment standard is not enhanced and the voucher minimum rent does not apply. This pertains to families who decide to move when the eligibility event takes place, and to families who have resided at the property after the eligibility event and want to move with continued assistance. In either circumstance, the housing assistance payment and the family share at the new unit are calculated in accordance with the regular rules of the housing choice voucher program.

G. Administering Enhanced Voucher Assistance

The special conditions of enhanced voucher assistance (enhanced voucher minimum rent and the special payment standard rules) are applicable for as long as the family receives voucher assistance in the property.

If an owner subsequently raises the rent for an enhanced voucher family in accordance with the lease, State and local law, and voucher program regulations (including rent reasonableness), the Housing Authority of Jackson County will utilize the new gross rent to calculate the voucher HAP payment for the family.

The Housing Authority of Jackson County will identify an eligible family as an enhanced voucher family even if the gross rent of the family's unit does not currently exceed the normally applicable Housing Authority of Jackson County payment standard. Since the enhanced payment standard rule also covers any subsequent rent increases, it is possible that the special payment standard may come into play later in the family's tenancy. An enhanced voucher family is also required by law to pay no less than the enhanced voucher minimum rent, regardless of whether the gross rent exceeds the normally applicable Housing Authority of Jackson County payment standards.

1. Enhanced Voucher Minimum Rent

   The enhanced voucher minimum rent requirement remains in effect for all families who receive enhanced voucher assistance and remain at the property.

2. The payment standard used to calculate the family subsidy will continue to be enhanced to match the gross rent for the unit if the gross rent exceeds the normally applicable payment standard and the Housing Authority of Jackson County determines the rent is reasonable for as long as the enhanced voucher family continues to reside in the same property.

   If the owner raises the rent for a family assisted with an enhanced voucher in accordance with the lease, State and local law, and voucher program regulations, the Housing Authority of Jackson County will increase the enhanced payment standard to equal the new gross rent (rent to owner and the applicable Housing Authority of Jackson County utility allowance for any tenant-supplied utilities) for the unit provided the Housing Authority of Jackson County determines the rent is reasonable. The additional cost of the subsidy will be covered through the regular renewal process for the Housing Authority of Jackson County's voucher program.

   If a change in the Housing Authority of Jackson County's utility allowance (either an increase or decrease) affects the gross rent for a family assisted with an enhanced voucher, the Housing Authority of Jackson County will adjust the enhanced payment standard accordingly. The enhanced payment standard may never exceed the gross rent for the assisted family's unit.

28.4 HUD ENFORCEMENT ACTIONS

HUD enforcement actions can take the form of either terminating a Section 8 project-based HAP contract or not offering the owner the option to renew an expiring Section 8 project-based HAP contract due to an owner's failure to comply with the terms of the HAP contract. It includes suspensions and debarments.

Additionally, HUD enforcement actions may also result from material adverse financial or managerial actions or omissions that lead to either an owner default under a FHA-insured mortgage (monetary or technical) or a documented material violation of one or more of the obligations under the property's Regulatory Agreement.

Eligible families are usually assisted with regular vouchers that HUD issues to the Housing Authority of Jackson County in the above circumstances because families must move to receive housing choice voucher assistance.

The Housing Authority of Jackson County will not approve an assisted tenancy at a property if HUD has informed the Housing Authority of Jackson County that the owner is debarred, suspended, or subject to a limited denial of participation.

Furthermore, the Housing Authority of Jackson County may disapprove owner participation in the housing choice voucher program for a number of other grounds described in the housing choice voucher program regulations and previously set forth in this Administrative Plan. HUD encourages the Housing Authority of Jackson County to disapprove a tenancy for any of these grounds in a case where vouchers are provided because HUD is taking an enforcement action against an owner.

In a few situations, families assisted under a Section 8 project-based HAP contract that is being terminated may be able to remain at the property. For instance, if the property is in good physical condition and the owner decides to turn the property over to new ownership, it may be possible for the eligible families assisted under the terminating contract to receive housing choice voucher assistance at the property. In such a case, the project-based families would qualify for enhanced vouchers. (HUD will make the determination whether enhanced or regular voucher assistance is appropriate.)

28.5 HUD PROPERTY DISPOSITION

When HUD is selling the property at a foreclosure sale, or is the mortgagee-in-possession or owner of the multifamily property due to an owner default of an FHA-insured mortgage and closing down the property or selling property to a new owner, it will supply regular housing choice vouchers to assist eligible low-income families.

DEFINITIONS

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 ET seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR 982.4]

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based 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).

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

Alcohol Abuse: Is described as alcohol abuse that would threaten other resident's health, safety, or right to peaceful enjoyment to the premises.

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 allowance can be given at the discretion of the housing authority.

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

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.

Annual Income: All amounts, monetary or not, 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. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: see net family assets.

Asset Income: Income received from assets held by household 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.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. 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 housing authority.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

Certification: The examination of a household's income, expenses, and family composition to determine the household's eligibility for program participation and to calculate the household's rent for the following 12 months.

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.

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.

Citizen: A citizen or national of the United States.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

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.

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

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Criminal History: Any combination of three or more drug-related charges, illegal substance abuse or violent criminal activity within a three-year period.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

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.

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.

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.

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.

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.

Displaced person: 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.

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or 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.

Elderly person: A person who is at least 62 years of age.

Eviction by Court Action: Judicial determination authorizing the removal of a tenant.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

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.*)*.

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMR's are published periodically in the Federal Register.

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

a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
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; and
g. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family members: include all household members except 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 HUD-50058.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive service (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

50058 Form: The HUD form that Housing Authority's 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.

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Fraud: An intentional misrepresentation of facts made by one person to another person, knowing that such facts are false. Fraud may include an intentional omission of facts.

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.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing voucher: A document issued by a housing authority to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing voucher holder: A family that has an unexpired housing voucher.

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 in determining annual income.

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

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

Interim (examination): A reexamination of a household's income, expenses, and household status conducted between the annual recertification’s when a change in a household's circumstances warrant such a reexamination.

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

Lease: A written agreement between an owner and tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family

with housing assistance payments under a HAP Contract between the owner and the housing authority.

Live-in aide: A person who resides with one or more elderly persons, or 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.

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. *[1937Act)*

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: 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.

Mixed family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of $1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

a. Upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
b. Repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

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.

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, 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.

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 tenant 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 therefor. 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.

Non-citizen: A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

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

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family]: A family that has been admitted to the housing authority's 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 housing authority for the family (first day of initial lease).

Payment standard: In a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Person with disabilities: A person who:

a. Has a disability as defined in Section 223 of the Social Security Act,

   "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 regulations issued by the Secretary, 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.

   "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, (e) 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.

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

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing authority.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

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.

Public Housing Agency: 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.

Reasonable Child Care: An amount paid that is comparable to other childcare providers in the local area.

Reasonable Notice: Reasonable notice is generally assumed to be at least 30 days from the first of the month.

Reasonable Period/Time: Is at least three years.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a certificate or voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease that continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common spaces for shared use by the occupants of the unit and separate private space for each assisted family.

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 person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

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.

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a Family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's certificate or voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request. Also referred to as tolling.

Temporarily absent: Less than 3 months.

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

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total tenant payment (TTP):

(1) Total tenant payment is the amount calculated under Section 3(a) (1) of the 1937 Act. which is the higher of:

30% of the family's monthly adjusted income;

10% of the family's monthly income;

Minimum rent; or

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.

Utility allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a housing authority or HUD 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.

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total, tenant payment for the family occupying the unit.

Verification:

a. The process of obtaining statements from individuals whom can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, and doctors).

b. The three types of verification are:

(1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)

(2) Documentation, such as a copy of a birth certificate or bank statement

(3) Family certification or declaration (only used when third party or documentation verification is not available)

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. *[1937 Act]*

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

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. *[24 CFR 982.4]*

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 (including assistance provided under the Temporary Assistance for Needy Families (TANF)

program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.13).

45 CFR 260.13 defines the term "assistance" to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term "assistance" excludes:

A. Non/recurrent, short-term benefits that:

    1. Are designed to deal with a specific crisis situation or episode of need;
    2. Are not intended to meet recurrent or ongoing needs; and
    3. Will not extend beyond four months.

B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);

C. Supportive services such as child care and transportation provided to families who are employed;

D. Refundable earned income tax credits;

E. Contributions to, and distributions from, Individual Development Accounts;

F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and

G. Transportation benefits provided under a Jobs Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

ACRONYMS

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR	Code of Federal Regulations
FMR	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
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

PBC Project-Based Certificate (program)

QHWRA Quality Housing and Work Responsibility Act of 1998

PHA Public Housing Agency

TTP Total Tenant Payment

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the XYZ Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the XYZ Housing Authority 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.

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

To further its commitment to full compliance with applicable Civil Rights laws, the XYZ Housing Authority will provide Federal/State/local information to applicants/tenants 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 XYZ Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

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

2.0 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the XYZ Housing Authority 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 XYZ Housing Authority will follow in determining whether it is reasonable to provide a requested

accommodation. Because disabilities are not always apparent, the XYZ Housing Authority will ensure that all applicants/tenants 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.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

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 person with disabilities is different than 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 an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a 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 XYZ Housing Authority will obtain verification that the person 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 XYZ Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The XYZ Housing Authority will not inquire as to the nature of 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 XYZ Housing Authority's business is housing. If the request would alter the

fundamental business that the XYZ Housing Authority conducts, that would not be reasonable. For instance, the XYZ Housing Authority would deny a request to have the XYZ Housing Authority do grocery shopping for a person with disabilities.

2. 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 XYZ Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.

D. Generally the individual knows best what it is they need; however, the XYZ Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the XYZ Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the XYZ Housing Authority’s programs and services, the XYZ Housing Authority retains the right to 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 XYZ Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the XYZ Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the XYZ Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit.

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

3.0 SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The XYZ Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families. The following languages shall be covered:

(Insert the languages your housing authority will assist with)

4.0 FAMILY OUTREACH

The XYZ Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the XYZ Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The XYZ Housing Authority will also try to utilize public service announcements.

The XYZ Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. 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 tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 REQUIRED POSTINGS

In each of its offices, the XYZ Housing Authority 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. Notice of the status of the waiting list (opened or closed)

C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours

D. Income Limits for Admission

E. Excess Utility Charges

F. Utility Allowance Schedule

G. Current Schedule of Routine Maintenance Charges

H. Dwelling Lease

I. Grievance Procedure

J. Fair Housing Poster

K. Equal Opportunity in Employment Poster

L. Any current XYZ Housing Authority Notices

7.0 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 during regular business hours at:

(Fill out the address where applications are excepted)

Applications are taken to compile a waiting list. Due to the demand for housing in the XYZ Housing Authority jurisdiction, the XYZ Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the XYZ Housing Authority will verify the information.

Applications may be made in person at the **(Insert the name of the office and address where applications will be accepted)** on **(Insert the days of the week and office times)**. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the XYZ Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the XYZ Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **(Insert the telephone number)**.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to

provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's pre-application, the XYZ Housing Authority will make a preliminary determination of eligibility. The XYZ Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the XYZ Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The XYZ Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The XYZ Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the XYZ Housing Authority screening criteria in order to be admitted to public housing.

8.2 ELIGIBILITY CRITERIA

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship.

    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 the purpose of 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.

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 as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. A **remaining member of a tenant family**.

7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant 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 limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area.

3. Income limits apply only at admission and are not applicable for continued occupancy.

4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the XYZ Housing Authority.

5. If the XYZ Housing Authority 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 tenants.

6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

7. **(For housing authorities with fewer than 250 public housing units)** If there are no eligible families on the waiting list and the XYZ Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, families above the applicable income limit may be housed. They must vacate the unit if an eligible family applies.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen 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 exception 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 noncitizen 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 6 years of age and older must provide a Social Security number or certify that they do not have 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 regardless of age, 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 XYZ Housing Authority 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 XYZ Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;

c. A provision authorizing HUD 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.

8.3 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 XYZ Housing Authority 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 tenants, XYZ Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families with be denied admission if they fail to meet the suitability criteria.

B. The XYZ Housing Authority 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 tenants;

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 tenants or staff or cause damage to the property;

3. History of disturbing neighbors or destruction of property;

4. 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

5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

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

1. A credit check of the head, spouse and co-head;

2. A rental history check of all adult family members;

3. A criminal background 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 XYZ Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);

4. A 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 individual registered with this program will be admitted to public housing.

8.4 GROUNDS FOR DENIAL

The XYZ Housing Authority is not required or obligated to assist applicants who:

A. Do not meet any one or more of the eligibility criteria;

B. Do not supply information or documentation required by the application process;

C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;

D. Have a history of not meeting financial obligations, especially rent;

E. 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 tenants;

F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

G. Have a history of disturbing neighbors or destruction of property;

H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;

I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;

J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;

K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The XYZ Housing Authority may waive this requirement if:

1. The person demonstrates to the XYZ Housing Authority'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. Have engaged in or threatened abusive or violent behavior towards any XYZ Housing Authority staff or residents;

N. Have a household member who has ever been evicted from public housing;

O. Have a family household member who has been terminated under the certificate or voucher program;

P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;

Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

8.5 INFORMAL REVIEW

A. If the XYZ Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the XYZ Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The XYZ Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the XYZ Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the XYZ Housing Authority's decision. The XYZ Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

B. The participant family may request that the XYZ Housing Authority 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. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

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

9.0 MANAGING THE WAITING LIST

9.1 OPENING AND CLOSING THE WAITING LIST

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LIST

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

A. The application will be a permanent file;

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 XYZ Housing Authority and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family appears to be within three (3) months of being offered a unit, the family will be invited to an interview and the verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family’s name will be returned to the appropriate spot on the waiting list. The XYZ Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

Once the preference has been verified, the family will complete a full application, present Social Security number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

9.4 PURGING THE WAITING LIST

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

9.5 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The XYZ Housing Authority will not remove an applicant’s name from the waiting list unless:

A. The applicant requests in writing that the name 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.

9.6 MISSED APPOINTMENTS

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

The XYZ Housing Authority 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 XYZ Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the XYZ Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The XYZ Housing Authority 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 XYZ Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. 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.

10.0 TENANT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The XYZ Housing Authority will select families based on the following preferences within each bedroom size category:

A.

B.

C.

[The Housing Authority should adopt a set of preferences based on community needs and make sure the preferences are consistent with the Consolidated Plan and Fair Housing Law. Example preferences your Housing Authority might adopt:

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.

B. Applicants with an adult family member enrolled in a employment training program, currently working (Insert the number of hours) hours a week, or attending school on a full-time basis. This preference is also extended equally to all elderly families and all families whose head or spouse is receiving income based on their inability to work.

C. All other applicants.]

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C.

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

Not withstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

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. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate bedroom size using these priorities. All such families will be selected from the waiting list using the preferences as outlined above.

Buildings Designated as Elderly Only Housing: The **(Insert Development name or names)** has been approved by HUD as being designated for elderly only. In filling vacancies in this development, first priority will be given to elderly families. If there are no elderly families on the list, next priority will be given to the near-elderly. If there are no near-elderly, units will be offered to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Buildings Designated for Disabled Only Housing: The **(Insert Development name or names)** has been approved by HUD as being designated for persons with disabilities only. In filling vacancies in this development, first priority will be given to disabled

families. If there are no disabled families on the list, next priority will be given to families who qualify for the appropriate bedroom size. Using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families 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, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

10.2 ASSIGNMENT OF BEDROOM SIZES

The following guidelines will determine each family's unit size without overcrowding or over-housing:

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

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood.

In determining bedroom size, the XYZ Housing Authority 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 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 **(will/will not)** share a bedroom.

B. Children of the opposite sex, both under the age of **(insert an age)** will share a bedroom.

C. Adults and children will not be required to share a bedroom.

D. Foster – adults and/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 XYZ Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for **(Insert amount of time, for example 3 years)** or until the family size changes, whichever may occur first.

B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The XYZ Housing Authority will allow the larger size unit if the family provides a verified medical 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 sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move.

D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

10.3 SELECTION FROM THE WAITING LIST

The XYZ Housing Authority 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. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

It is XYZ Housing Authority's policy to provide for deconcentration 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 XYZ Housing Authority 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 deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

10.5 DECONCENTRATION INCENTIVES

The XYZ Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

10.6 OFFER OF A UNIT

When the XYZ Housing Authority 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 deconcentration goal and/or the income targeting goal.

The XYZ Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the XYZ Housing Authority regarding the offer.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family’s decision must be documented in the tenant file. If the family rejects the offer of the unit, the XYZ Housing Authority will send the family a letter documenting the offer and the rejection.

10.7 REJECTION OF UNIT

If in making the offer to the family the XYZ Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive 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 XYZ Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, 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 will 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.

10.8 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

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 XYZ Housing Authority will retain the original executed lease in the tenant'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. The security deposit

will be equal to **(choose one of the following)**:

A. **(The Total Tenant Payment or $100.00 whichever is greater) or**

B. **(A set amount determined by the Housing Authority).**

[Note: The housing authority should review by bedroom size the cost of vacates over the last several months and set the deposit by bedroom size in an amount that would reasonably cover vacancy costs.]

In exceptional situations, the XYZ Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. 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. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

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.

11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME

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

11.1 INCOME

Annual income means all amounts, monetary or not, 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.

Annual income includes, but is not limited to:

A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

B. 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.

C. 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. 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.

D. 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.)

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare assistance.

1. 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.

2. 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.

3. 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.

G. 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.

H. 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.)

11.2 ANNUAL INCOME

Annual income does not include the following:

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 tenant family, who are unable to live alone);

C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;

D. Amounts received by the family that are 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;

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, child care, 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, 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;

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) 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;

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. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:

    a. Comparable Federal, State or local law means a program providing employment training and supportive services that:

        i. Is authorized by a Federal, State or local law;
        ii. Is funded by the Federal, State or local government;
        iii. Is operated or administered by a public agency; and
        iv. Has as its objective to assist participants in acquiring employment skills.

    b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.

    c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:

    a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

    b. Families whose income increases during the participation of a family member in any family self-sufficiency program.

    c. Families who are or were, within 6 months, assisted under a State

TANF program.

(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.)

12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;

13. 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;

14. 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

15. 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 submarginal 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 the Older Americans Act of 1965

k. Payments from Agent Orange Settlement

l. Payments received under the Maine Indian Claims Act

m. The value of child care under the Child Care and Development Block Grant Act of 1990

n. Earned income tax credit refund payments

o. Payments for living expenses under the Americorps Program

p. Additional income exclusions provided by and funded by the XYZ Housing Authority

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

11.3 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. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. 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 or disabled family:

1. That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income;

2. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;

3. That has disability assistance expenses that are less than 3% of annual

income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.

E. Child care expenses.

12.0 VERIFICATION

The XYZ Housing Authority 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 noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 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 third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the XYZ Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification 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 third party verification cannot be obtained, the XYZ Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the XYZ Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the XYZ Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 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 XYZ Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
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 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		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
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, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., 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 source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare,	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future

Verification Requirements for Individual Items		
Item to Be Verified	**3rd party verification**	**Hand-carried verification**
pensions, workers compensation, unemployment)		payments
Training program participation	Letter from program provider indicating - whether enrolled or completed - whether training is HUD-funded - whether Federal, State, local govt., 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	N/A Evidence of job start

12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/eligible noncitizen 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 noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The XYZ Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The XYZ Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the XYZ Housing Authority 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 noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible 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 XYZ Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens 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.

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the XYZ Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The XYZ Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security 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 tenant 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 sixty (60) days to provide the verification. If the individual is at least 62 years of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 TIMING OF VERIFICATION

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.)

12.6 FREQUENCY OF OBTAINING VERIFICATION

For each family member, citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

For each family member age 6 and above, verification of 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. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT

13.1 FAMILY CHOICE

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

A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.

B. Families who opt for the flat rent may request to have a reexamination and return to the formula 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 child care, medical care, etc.

3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 THE FORMULA METHOD

The total tenant payment is equal to the highest of:

A. 10% of monthly income;

B. 30% of adjusted monthly income; or

C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of $**XXX**, but never more than the ceiling rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), 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.

13.3 MINIMUM RENT

The XYZ Housing Authority has set the minimum rent at $**XXX**. However if the family requests a hardship exemption, the XYZ Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. 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;

2. When the family would be evicted as a result of the imposition of the minimum rent requirement;

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.

B. 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.

C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. 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 the Section 19 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 tenant 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. 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.

13.4 THE FLAT RENT

The XYZ Housing Authority 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 XYZ Housing Authority determined the market value of the unit and set the rent at the 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 15.3).

The XYZ Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.5 CEILING RENT

The XYZ Housing Authority has set a ceiling rent for each public housing unit. The amount of the ceiling rent will be reevaluated annually and the 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.

The XYZ Housing Authority will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.6 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 June 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

D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The XYZ Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the XYZ Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

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

A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the XYZ Housing Authority. The 95th 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.

13.7 UTILITY ALLOWANCE

The XYZ Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid 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 XYZ Housing Authority will review the actual consumption of tenant 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 utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the XYZ Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For XYZ Housing Authority paid utilities, the XYZ Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the XYZ Housing Authority will be billed to the tenant 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 utility costs are encouraged to contact the XYZ Housing Authority for an energy analysis. 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.

Requests for relief from surcharges for excess consumption of XYZ Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the XYZ Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **(Insert location to pay rent).** Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

If the rent is not paid by the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a $10 late charge or $1 a day, whichever is greater, will be assessed to the tenant. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of $10 for processing costs.

14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement.

A. Family members who are 62 or older

B. Family members who are blind or disabled

C. Family members who are the primary care giver for someone who is blind or disabled

D. Family members engaged in work activity

E. Family members who are 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. Family members receiving assistance 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

14.3 NOTIFICATION OF THE REQUIREMENT

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

The XYZ Housing Authority 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 XYZ Housing Authority 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 10/1/99. For family's 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.

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

Together with the resident advisory councils, the XYZ Housing Authority may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the XYZ Housing Authority 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. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

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

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The XYZ Housing Authority 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) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The XYZ Housing Authority 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. 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 volunteer 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 their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the XYZ Housing Authority shall take action to terminate the lease.

15.0 RECERTIFICATIONS

At least annually, the XYZ Housing Authority 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.

15.1 GENERAL

The XYZ Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

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

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the XYZ Housing Authority taking eviction actions against the family.

15.3 FLAT RENTS

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

A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.

B. The amount of the flat rent

C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.

D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.

E. Families who opt for the flat rent may request to have a reexamination and return to the formula-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 child care, medical care, etc.

   3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

F. The dates upon which the XYZ Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.

H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, XYZ Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the XYZ Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the XYZ Housing Authority representative, they may make the selection on the form and return the form to the XYZ Housing Authority. In such case, the XYZ Housing Authority will cancel the appointment.

15.4 THE FORMULA METHOD

During the interview, 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 XYZ Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

A. 10% of monthly income;

B. 30% of adjusted monthly income; or

C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of $**XXX**, but never more than the ceiling rent.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) days 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 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.

15.6 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 increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the XYZ Housing Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall

report these changes within ten (10) days of their occurrence.

A. A member has been added to the family through birth or adoption or court-awarded custody.

B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or 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 their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their 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 XYZ Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula 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 below 15.8.

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. Upon such request, the XYZ Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the XYZ Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 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 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).

If the new rent is a reduction and any delay is beyond the control of the family, the

reduction will be effective the first of the month after the interim reexamination should have been completed.

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.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

A. To address emergency situations.

B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.

C. To facilitate a relocation when required for modernization or other management purposes.

D. To facilitate relocation of families with inadequate housing accommodations.

E. To provide an incentive for families to assist in meeting the XYZ Housing Authority's deconcentration goal.

F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 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 2: Immediate administrative transfers. These transfers are necessary in order to permit a 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 XYZ Housing Authority 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 XYZ Housing Authority when a transfer is the only

or best way of solving a serious problem.

16.3 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.

16.4 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 living in multifamily developments have the opportunity to transfer to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

A. Have been a tenant 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 have been current in these responsibilities since the inception of the requirement or for one year which ever is less;

D. The family is current in the payment of all charges owed the XYZ Housing Authority 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 tenants or Housing Authority staff.

G. Participates in a series of classes conducted by the XYZ Housing Authority on basic home and yard care.

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

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

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 seven (7) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

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 will not lose their place on the transfer waiting list.

B. If the transfer is being made at the request of the XYZ Housing Authority and the family rejects two offers without good cause, the XYZ Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the XYZ Housing Authority'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 and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.

D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer 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 (i.e. by the police);

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 XYZ Housing Authority in the following circumstances:

A. When the transfer is needed in order to carry out rehabilitation activities; or

B. When action or inaction by the XYZ Housing Authority has caused the unit to be unsafe or inhabitable.

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

16.7 TENANTS 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 XYZ Housing Authority. 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.

16.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the XYZ Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The XYZ Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The XYZ Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the

grievance procedure.

16.9 RIGHT OF THE XYZ HOUSING AUTHORITY IN TRANSFER POLICY

The provisions listed above are to be used as a guide to insure 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 tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

An authorized representative of the XYZ Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the XYZ Housing Authority file and a copy given to the family member. An authorized XYZ Housing Authority 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 under State law. The resident's security deposit can be used to offset against any XYZ Housing Authority damages to the unit.

17.1 MOVE-IN INSPECTIONS

The XYZ Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 ANNUAL INSPECTIONS

The XYZ Housing Authority will inspect each public housing unit annually to ensure that each unit meets the XYZ Housing Authority’s housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the 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 provide other minor servicing that extends the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

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

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the XYZ Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the XYZ Housing Authority will give the tenant at least two (2) days written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the XYZ Housing Authority has 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.

17.8 PRE-MOVE-OUT INSPECTIONS

When a tenant gives notice that they intend to move, the XYZ Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the XYZ Housing Authority 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 XYZ Housing Authority to ready units more quickly for the future occupants.

17.9 MOVE-OUT INSPECTIONS

The XYZ Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 PET POLICY

18.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities. Assistive 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.

18.2 PETS IN SENIOR BUILDINGS

The XYZ Housing Authority will allow for pet ownership in projects or buildings designated for use by elderly and/or disabled families and in any project or building for which elderly and/or disabled families are given preference. Except at the developments and buildings listed below, pet ownership is prohibited in all public housing properties.

A.

B.

C.

18.3 APPROVAL

Residents must have the prior approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request.

18.4 TYPES AND NUMBER OF PETS

The XYZ Housing Authority will allow only domesticated dogs, cats, birds, and fish in aquariums in units. All dogs and cats must be neutered.

Only one (1) pet per unit allowed.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed thirty (30) pounds in weight.

18.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances.

18.6 PET DEPOSIT

A pet deposit of $75 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the XYZ Housing Authority reserves the right to exterminate and charge the resident.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or XYZ Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

18.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

18.10 VISITING PETS

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without XYZ Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

18.11 REMOVAL OF PETS

The XYZ Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

19.0 REPAYMENT AGREEMENTS

When a resident owes the XYZ Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the XYZ Housing Authority allow them to enter into a Repayment Agreement. The XYZ Housing Authority 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.

Note: If the housing authority has a minimum rent greater than $0, they must allow for repayment agreements for those tenants whose rental amount is the minimum rent and who have had their rent abated for a temporary period.

20.0 TERMINATION

20.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 TERMINATION BY THE HOUSING AUTHORITY

The XYZ Housing Authority after 10/1/2000 will not renew the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The XYZ Housing Authority 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;

B. A history of late rental payments;

C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;

D. Failure to allow inspection of the unit;

E. Failure to maintain the unit in a safe and sanitary manner;

F. Assignment or subletting of the premises;

G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);

H. Destruction of property;

I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;

J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the XYZ Housing Authority;

K. Non-compliance with Non-Citizen Rule requirements;

L. 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

M. Other good cause.

The XYZ Housing Authority 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.

20.3 ABANDONMENT

The XYZ Housing Authority 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, an XYZ Housing Authority 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 XYZ Housing Authority 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.

If the total value of the property is estimated at less than **(Insert an amount)**, the XYZ Housing Authority will mail a notice of the sale or disposition to the resident and then wait **(Insert number of days by State law)**. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until **(Insert number of calendars by State law)** days after the XYZ Housing Authority mails the notice of abandonment.

If the estimated value of the property is more than **(Insert an amount)**, the XYZ Housing Authority will mail a notice of the sale or disposition to the resident and then wait **(Insert number of days in accordance with State law)** days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

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

goods. If there is any money left over and the family's forwarding address is known the XYZ Housing Authority will mail it to the family. If the family's address is not known, the XYZ Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the XYZ Housing Authority.

Within **(Insert number of days in accordance with State law)** days of learning of an abandonment, the XYZ Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

20.4 RETURN OF SECURITY DEPOSIT

After a family moves out, the XYZ Housing Authority will return the security deposit within **(Insert the number of days in accordance with State law)** 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.

If State law requires the payment of interest on security deposits, it shall be complied with.

The XYZ Housing Authority 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 **(Insert the number of days as required by State law)** days.

GLOSSARY

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 tenant 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 allowance 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 or not, 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.

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: Maximum rent allowed for some units in public housing projects.

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 child care. In the case of child care 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))

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)

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]*

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.

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 the Secretary with adjustments for smaller and larger families.

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 tenant family; and

G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant 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 formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

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

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 are 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.

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.

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).

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications 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))

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 a service animals, 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 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 tenant 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 therefor. 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. (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.

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 regulations issued by the Secretary, 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, (e) 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.

Proration 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)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant 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.)

Self-Declaration: A type of verification statement by the tenant 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 tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

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.

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

Tenant 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, tenant rent equals total tenant 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, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

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

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant 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; or

c. 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 tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant 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 tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant 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)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

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)

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))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
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
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

Appendix I

Income Limits and Deconcentration Worksheet

Development Name	Number of Units Under ACC	Number of Occupied Units	Number of Units Occupied by Very Poor Families	% Occupied by Very Poor Families

%Very Poor in

Census Tract

Target Number

Number Needed of below 30% of median area income

Number Needed above 30% of median area income

Waiting list number of families Appendix 2

RESOLUTION 2008-18

AUTHORIZING SIGNING OF PHA CERTIFICATrONS OF COMPLIANCE

WHEREAS, the final rule for Public Housing Agency Plans proposed on October 21, 1999 required that the Housing Authority submit a streamlined annual plan, and

WHEREAS, it is the desire of the Housing Authority to submit the plans and sign the required "PHA Certification of Compliance with the PHA Plans and Related Regulations", now therefore

BE IT RESOLYED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORlTY OF JACKSON COUNTY that Chainnan John Statler be authorized to sign the PHA Certification of Compliance with the PHA Plans and Related Regulations to be submitted to HUD with the streamlined Agency Plan for 2009.

ATTEST:

Scott Foster, Secretary

Oregan ,.,: * **Housing and Community Services**
I North Mall Office Building Theodore R. Kulongoski, Governor • • 725 Summer
Street NE, Suite B
• ~ Salem, OR 97301-1266 Whatwedo (503) 986-2000
matters!
FAX (503) 986-2020 TTY
(503) 986-2100
www.ohcs.oregon.goY

August 13,2008

Ms. Claire Haflich Housing Authority
of Jackson County 2251 Table Rock
Road Medford, OR 9750 I

RE: HUD PHA Certificate of Consistency

Dear Ms. Haflich:

Enclosed please find the Certificate of Consistency for the Housing Authority of Jackson County for the 2009 Action Plan.

Please let me know if I can be of any further assistance.

Thank you, ~

Loren Shultz

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, *M_a_r_tl_IG_B_e_n_l1_et_t the* C_i'_)'_~_r_A_sh_I_G1_1d_C_i'_v *_A_d_l17_in_is_'_ra_'o_/_'__*certify

that the Five Year and Annual PHA Plan of the *HOl/sing AI/thority ofJacksol1 Coul1ty* IS consistent with

the Consolidated Plan of *C_i_t}_'0_1_A_s_hl_Q_I1_d,_O_'_"e_g_O'_I --"prepared* pursuant to 24 CFR

Part 91.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB 0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:
EJ a. contract
b. grant
c. cooperative agreement
d. loan
loan guarantee
loan insurance

2. Status of Federal Action:
EJa. bid/offer/application
b. initial award
c. post-award

3. Report Type:
D a. initial filing
b. material change
For Material Change Only:
year quarter
date of last report

4. Name and Address of Reporting Entity:
O Prime O Subawardee Tier , *if known* :

Housing Authority of Jackson County 2251 Table Rock Road Medford, OR 97501

Congressional District, *if known:* 4c

5. If Reporting Entity in No.4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, *if known:*

6. Federal Department/Agency:
U.S. Department of Housing and Urban Development

7. Federal Program Name/Description:
Capital Fund

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*
$ On-going

10. a. Name and Address of Lobbying Registrant
NA

b. Individuals Performing Services *(inc/uding address if (if individual, last name, first name, M/):*
different from No. 10a)
(last name, first name, M/):

11 Information requested through this form is authorized by title 31 U,S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the lier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available *for* public inspection. Any person who fails to file the required disclosure shall be subject 10 a civil penalty of not less than $10.000 and not more than S100.000 for each such failure.

Signature: c:a~~

Print Name: Scott Foster V ~

Title: Executive Director

Telephone No.: 541-779-5785 Date: 7-29-2008

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

Certification for
a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

HOUSING AUTHORITY OF JACKSON COUNTY

Program/Activity Receiving Federal Grant Funding

CAPITAL FUND

Acting on behalf of the above named Applicant as its Authorized Official, T make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

Tcertify that the above named Applicant will or will continue to provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing an on-going drug-free awareness program to inform employees --

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will --

(l) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted --

(I) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drugfree workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here C if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as we!.1 as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S,C.1001, 1010,1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
SCOTT FOSTER	EXECUTIVE DIRECTOR
Signature X	Date 7/29/2008

form HUD-50070 (3/98) ref. Handbooks 7417.1,7475.13,7485.1 &.3

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Housing Authority of Jackson County

ProgramlActivity Receiving Federal Grant Funding

CAPITAL FUND

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding ofany Federal contract, the making ofany Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal *andlor* civil penalties. (18 U.S.C. 1001,1010,1012; 31 U.S.C. 3729, 3802)

Title

Executive Director

S_i9_n_at_ur_e I.. D_at_e_(m_m_'_d_d'_YYW_I 7/29/2008 _

_

Previous edition is obsolete

form **HUD** 50071 *(3/98)*
ref. Handboooks7417.1, 7475.13, 7485.1, & 7485.3

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the *Streamlined Annual PHA Plan*

Acting on behalfofthe Board ofCommissioners ofthe Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is *no Board ofCommissioners, J approve the submission ofthe streamlined Annual PHA Plan for PHAflscal year beginning 2.fftJCl ' hereinafter referred to as the Streamlined Annual Plan, ofwhich this document* is *a part and make the following certifications, agreements with, and assurances to the Department ofHousing and Urban Development (HUD) in connection with the submission ofthe Streamlined Plan and implementation thereof*

I. The streamlined Annual Plan is consistent with the applicable comprehensive housing affordability strategy (or any streamlined Plan incorporating such strategy) for the jurisdiction in which the PHA is located.

2. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, and provided this Board or Boards an opportunity to review and comment on any program and policy changes since submission of the last Annual Plan.

3. The PHA made the proposed streamlined Annual Plan, including policy and program revisions since submission of the last Annual Plan, and all information relevant to the public hearing available for public-inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the streamlined Plan and invited public comment.

4. The PHA will carry out the streamlined Annual Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.

5. The PHA will affmnatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affmnatively further fair housing that reguire the PHA's involvement and maintain records reflecting these analyses and actions.

11. For streamlined Annual Plans that include a policy or change in policy for site-based waiting lists:

_____ The PHA regularly submits reguired data to RUD's MTCS in an accurate, complete and timely manner (as specified in PIH Notice 992); · The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site; · Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD; · The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing; · The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(b)(2).

7. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.

8. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Reguirements for Accessibility by the Physically Handicapped.

9. The PHA will comply with the reguirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

10. The PHA has submitted with the streamlined Plan a certification with regard to a drug-free workplace reguired by 24 CFR Part 24, Subpart F.

II. The PHA has submitted with the streamlined Plan a certification with regard to compliance with restrictions on lobbying reguired by 24 CFR Part 87, together with disclosure forms if reguired by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.

12. The PHA will comply with acguisition and relocation reguirements of the Uniform Relocation Assistance and Real Property Acguisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

14. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.

15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate reguirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with .....--program reguirements.

17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements ofOMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, ~ocal and Federally Recognized Indian Tribal Governments.).
"---' 19. The PHA will undertake only activities and programs covered by the streamlined Annual Plan in a manner consistent with its streamlined Annual Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its streamlined Plan.
20. All certifications and attachments (if any) to the streamlined Plan have been and will continue to be available at all times and all locations that the PHA streamlined Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the streamlined Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its streamlined Annual Plan and will continue to be made available at least at the primary business office of the PHA. 21.The PHA certifies that the following policies, programs, and plan components have been revised since submission of its last Annual PHA Plan (check all pol icies, programs, and components that have been changed):

903.7a Housing Needs
903.7b Eligibility, Selection, and Admissions Policies
903.7c Financial Resources
903.7d Rent Determination Policies
903.7h Demolition and Disposition
903.7k Homeownership Programs
903.7r Additional Information
A. Progress in meeting 5-year mission and goals
B. Criteria for substantial deviation and significant amendments
C. Other information requested by HUD
I. Resident Advisory Board consultation process
-2. Membership of Resident Advisory Board X 3.
Resident membership on PHA governing board

22. The PHA provides assurance as part of this certification regarding its streamlined annual PHA Plan that:
(i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
(ii) The changes were duly approved by the PHA board of directors (or similar governing body); and (iii)The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.

Housing Authority of Jackson County OROIS PHA Name PHA Number

Streamlined Annual PHA Plan for Fiscal Year: *0112009*

[hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.s.c. 1001, 1010, 1012;31 U.S.c. 3729, 3802)

Name of Authorized Official	Tille
John Statler	Chairman
	Dale

VAWA Statement:

Section 5, Other:

HAlC has implemented the Violence Against Women Act and will not deny program assistance to or terminate the assistance of an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking because of charges or information linked to that violence. *HAlC* will refer clients to Dunn House through Community Works if such acts of violence have occurred or will occur to keep our clients safe. *HAlC* has provided training to staff on domestic violence and notified landlords in the community of the change in law.

Affirmatively Furthering Fair Housing

Housing Authority staff regularly attends and/or sponsor training and workshops in Fair Housing. The following organizations were sponsors of trainings and workshops attended in the past year: NAHRO, HUD, Nan McKay, Multifamily, Housing Council, STAR, Southern Oregon Rental Owners Association and the Housing Authority of Jackson County. Some of these workshops were general in nature, but several were specific to Fair Housing, Section 504 of the Americans with Disabilities Act and compliance with Civil Rights laws. All occupancy staff attends at least one training per year.

The Authority is subject to regular compliance reviews by HUD through the Office of Fair Housing and Equal Opportunity. We have no findings from prior audits by the FH & EO staff.

Each new participant is provided with a packet that includes the Fair Housing booklet HUD-1686-FHEO and the Housing Discrimination Complaint fonn HUD-903 (in both English and Spanish), which includes the phone number to the FH & EO office.

Impediments to Fair Housing:

The following is a summary of the Analysis of Impediments to Fair Housing in the three Consolidated Plans (City of Medford, City of Ashland, and the State of Oregon for areas outside of Medford-Ashland MSA) that are in effect in various parts of our jurisdiction.

"There is little evidence of housing discrimination in Jackson County. Familial status is the most frequent complaint, followed by race and national origin. There is evidence of neighborhood resistance to group homes and residential care centers for the disabled population. Finally, there are very limited active, local fair housing efforts.

This is not to say there is no housing discrimination locally. The low level of complaints is thought to be due to a relatively small population of persons of certain protected classes including racial minorities, a lack of awareness about fair housing laws and rights, and cultural factors which impede those who may experience housing discrimination from seeking relief.

Lack of affordable housing for low-income persons was identified as a problem for many of the protected classes as well. The disabled population is more likely to be low income and therefore unable to obtain suitable housing for their needs."

HOUSING AUTHORITY OF JACKSON COUNTY

2251 TABLE ROCK ROAD MEDFORD OR 97501

PH/TDD (541) 779-5785 **FAX (541) 857-1118 / FAX 779-4656**

August 12, 2008

Ainars Rodins, P.E., Director
Special Applications Center
77 W. Jackson Blvd., Room 2401
Chicago, Illinois 60604-3507

RE: Disposition of Public Housing; Application DDA0002444, 130 units of Public Housing and 3 non- dwelling units.

Dear Mr. Rodins;

The Housing Authority of Jackson County has spoken with you in the past concerning the difficulty we are experiencing with the sale of our 69 single family homes due to a stagnant real estate market. This is our formal request for a revision to our Disposition Plan.

To update you on the progress to date; the 61 units of multifamily properties and the 3 non-dwelling units have been conveyed via a long term lease to Affordable Housing Solutions; the non-profit chosen to effect the transfer.

Of the single family units, two homes have been sold. Eleven homes are scheduled to close in August, 2008; ten homes to one investor. Thirty-five of the remaining fifty-six homes are still occupied by the existing tenants. Twenty-one homes have been vacated and in the For Sale Market for a period of time.

The Housing Authority recently submitted a request to SAC for a decrease in value on the single family units. This was necessary due to the declining value of housing in our area. The approval came from SAC on August 1st, 2008. This will enable us to lower the asking price on the For Sale units and attract more potential buyers.

In this proposed revision to the Disposition Plan, the Authority is requesting permission to put forty-seven of the remaining fifty-six single family homes on hold for now; to rent them rather than continue to vacate and leave them vacant and For Sale. The For Sale market here in Southern Oregon has become saturated and values continue to fall. The Authority will keep nine single family homes vacant and continue to market them For Sale. These nine homes are disbursed throughout the region.

The forty-seven remaining homes will be leased to Affordable Housing Solutions, the same non-profit entity used to convey the multifamily units out of Public Housing. However, the difference between the prior leases and this plan will be in the purpose. The Housing Authority will bring the single family units back out of the rental status to market them for sale in the future, as planned, when the market improves. The multifamily units that were leased prior to Affordable Housing Solutions were planned to continue in the ownership of the Housing Authority, as rental units for lower income residents for the life of the units.

The new Disposition Plan will include assessing the market situation each time a single family home becomes vacant. If the Housing Authority staff believes the home will be a good candidate for marketing at that point, it will be put on the market. If the Housing Authority has a large inventory of unsold single family units, the vacant single family unit will be rented again to a new family. These homes will be rented to low income

families. The Housing Authority is requesting that SAC not require us to provide a marketing schedule because of the uncertainty of the market; rather let us try to sell them as they vacate.

The remaining thirty-five Public Housing residents in these forty-seven single family homes will receive Section 8 Housing Choice Vouchers. The Vouchers have already been issued to the Authority. **This will complete the Housing Authority's Disposition of Public Housing from the Public Housing Program.** The Authority understands it is under constraints to bring the units out of the rental market and back into the For Sale Market. This is not the time to be attempting to complete the last portion of the process. The rental income from these units is vital to the Agency.

Attached to this request is a chart showing the status of the units in each project and the Housing Authority's intention with regard to the remaining units.

In the original application, the Authority applied for a staged disposition of the 130 units of residential housing contained in 8 projects. SAC did not approve a staged application. Instead we were granted a disposition plan that involved one plan for the Scattered Site Multifamily and another plan for the Fair Market Sales of the Single Family Scattered Site Units.

THIS PORTION OF THE PLAN IS COMPLETE-ALL UNITS HAVE BEEN REMOVED FROM PUBLIC HOUSING PROGRAM- LEASED TO AFFORDABLE HOUSING SOLUTIONS (AHS) RESIDENTS RECEIVED A HOUSING CHOICE VOUCHER			
Scattered Sites, OR015011(4 units), OR015013 (13 units) OR015004 (Partial) – 728 Rocky Road, 1278 Carmel Circle, 325-343 S. Holly Street, 2231 – 2249 Table Rock Road Buildings: 22, Units: 61, Acres: 4.95			
Total Units to be Redeveloped 61	Less than 80% of Area Median Income		
	ACC	Non-ACC	Market-Rate
Rental	0	61	0
Acquiring Entity	Affordable Housing Solutions		
Method of Sale	Ground Lease for one year and one day		
Lease Price	$1 per year		
Purpose	Leverage Funds to Develop Affordable Housing		

THIS PORTION OF THE PLAN DEALS WITH THE 69 SINGLE FAMILY HOMES TWO HOMES HAVE BEEN SOLD ELEVEN HOMES ARE TO CLOSE ESCROW IN AUGUST, 2008 FIFTY-SIX HOMES REMAIN: OF THOSE FIFTY-SIX HOMES, NINE WILL REMAIN ON THE MARKET FORTY-SEVEN WILL BE LEASED TO THE NON-PROFIT, AFFORDABLE HOUSING SOLUTIONS(AHS), AND WILL REMAIN AS RENTALS UNTIL THE MARKET IMPROVES RESIDENTS WILL RECEIVE OR ALREADY RECEIVED A HOUSING CHOICE VOUCHER				
DEVELOPMENT OR015002			**CURRENT STATUS**	**PROPOSED PLAN**
2383 Falcon St.	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2431 Falcon St.	White City	97503	Vacant / For Sale	Lease to AHS – Rent Unit
2489 Falcon St.	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2537 Falcon St.	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV

2584 Falcon St.	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2346 Flanders St.	White City	97503	Vacant / For Sale	Lease to AHS – Rent Unit
2357 Flanders St.	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2393 Flanders St.	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2453 Flanders St.	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2501 Flanders St.	White City	97503	Vacant / For Sale	Lease to AHS – Rent Unit
1785 Hart Ave.	Medford	97501	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
1835 Hart Ave.	Medford	97501	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
1845 Hart Ave.	Medford	97501	Vacant / For Sale	Lease to AHS – Rent Unit
1855 Hart Ave.	Medford	97501	**Sold**	**PLAN COMPLETE**
1721 Lillian St.	Medford	97501	Vacant / For Sale	Lease to AHS – Rent Unit
1731 Lillian St.	Medford	97501	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
1741 Lillian St.	Medford	97501	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV

DEVELOPMENT OR015003			**CURRENT STATUS**	**PROPOSED PLAN**
240 Cambridge St.	Ashland	97520	Vacant / For Sale	Market For Sale
359 Cambridge St.	Ashland	97520	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
3192 Falcon St.	White City	97503	**SOLD**	**PLAN COMPLETE**
2604 Fenton St.	White City	97503	Vacant / For Sale	Lease to AHS – Rent Unit
940 Glendower	Ashland	97520	Vacant / For Sale	Market For Sale
7655 Hale Way	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
7917 Hale Way	White City	97503	Vacant / For Sale	Lease to AHS – Rent Unit
7896 Harlan Drive	White City	97503	Vacant / For Sale	Lease to AHS – Rent Unit
2724 Ingalls Drive	White City	97503	Vacant / For Sale	Lease to AHS – Rent Unit
3050 Ingalls Drive	White City	97503	Vacant / For Sale	Market For Sale
7720 Ingalls Drive	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
7798 Leyden Circle	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
1817 Lillian St.	Medford	97501	Vacant / For Sale	Market For Sale
2650 Village Blvd.	White City	97503	Vacant / For Sale	Lease to AHS – Rent Unit
2669 Village Blvd.	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
3015 Village Blvd.	White City	97503	Vacant / For Sale	Market For Sale
3075 Village Blvd.	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
425 Wightman St.	Ashland	97520	Vacant / For Sale	Market For Sale

DEVELOPMENT OR015004			**CURRENT STATUS**	**PROPOSED PLAN**
2511 Silver Palm Cir	Medford	97504	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2541 Winslow Park Cir.	Medford	97504	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV

DEVELOPMENT OR015005			CURRENT STATUS	PROPOSED PLAN
2549 Fontaine Circle	Medford	97504	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
1431 La Mesa St.	Medford	97504	Vacant / For Sale	Market For Sale
3095 Milhoan Drive	Medford	97504	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
715 Narregan St.	Medford	97501	Vacant / For Sale	Lease to AHS – Rent Unit
1998 Page St.	Medford	97504	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
1730 South Ivy Cir.	Medford	97501	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2625 Sparta Way	Medford	97504	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV

DEVELOPMENT OR015006			CURRENT STATUS	PROPOSED PLAN
3045 Avenue A	White City	97503	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
3087 Avenue A	White City	97503	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
7715 Gladstone Street	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
7816 Hale Way	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
7874 Hale Way	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
7865 Harlan Drive	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2735 Jim Circle	White City	97503	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
3018 Kaci Avenue	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2703 McGrew Circle	White City	97503	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
1840 Kings Highway	Medford	97501	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
2730 Terr-Mont Street	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2870 Terr-Mont Loop	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2856 Village Blvd.	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV

DEVELOPMENT OR015009			CURRENT STATUS	PROPOSED PLAN
3059 Avenue A	White City	97503	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
3073 Avenue A	White City	97503	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
8200 Division Street	White City	97503	Vacant / For Sale	Lease to AHS – Rent Unit
8291 Division Street	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
7891 Hale Way	White City	97503	To Close Escrow Aug. 2008	PLAN COMPLETE AUG/2008
7900 Hale Way	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
1725 Hart Street	Medford	97501	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
1825 Hart Street	Medford	97501	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2749 Jim Circle	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV
2753 Jim Circle	White City	97503	Vacant / For Sale	Market For Sale
1726 Meadows Lane	Medford	97501	Vacant / For Sale	Market For Sale
3093 Via Verde	White City	97503	Occupied by a PH Resident	Lease to AHS – Rent Unit Resident receives HCV

Altogether there are still 35 families residing in the single family units on the Public Housing Program. These 35 families will be given a voucher and allowed to stay in their residences. The units will be transferred out of the Public Housing Program via lease to Affordable Housing Solutions. This lease is a change in the Disposition Plan approved by HUD. This change is necessary because of the inability of the Housing Authority to dispose of the units on the Real Estate Market at this time. The Authority vacated 34 homes and the majority has been sitting on the market with little or no activity. Three homes have sold in the past twelve months in what would be considered a normal sale. Ten of the homes were sold to one investor.

The Housing Authority thinks it is prudent not to waste the resources of these assets by leaving them vacant when there are families in need of affordable housing. Renting these single family units will bring in revenue and help stabilize the situation while we wait for the real estate market to improve. The rental market remains strong in Southern Oregon and we are confident that this modification will prove to be a step in the right direction of our goal to complete our disposition plan.

Sincerely,

Betty McRoberts
Development Director
Housing Authority of Jackson County

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program Grant No: **OR16P01550109** Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2009**

☒**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no:**)
☐**Performance and Evaluation Report for Period Ending:** ☐**Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations	193,982			
3	1408 Management Improvements				
4	1410 Administration	21,553			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	215,535			
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of Jackson County		**Grant Type and Number** Capital Fund Program Grant No: OR16P01550108 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2008		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		**193,982**				
HA-Wide	Administration	1410		**21,553**				
	Total Grant Amount:			**215,535**				

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program No: OR16P01550108 Replacement Housing Factor No:	**Federal FY of Grant:** 2008

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide - Operations	June 2010			June 2012			
HA-Wide – Managemeent Improvements	June 2010			June 2012			
HA-Wide - Administration	June 2010			June 2012			

CAPITAL FUND PROGRAM
5 – YEAR ACTION PLAN

Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name Housing Authority of Jackson County				☒**Original 5-Year Plan** ☐**Revision No:**	
Development Number/Name/ HA-Wide	Year 1	Work Statement for Year 2 FFY Grant: 2010 PHA FY: 2010	Work Statement for Year 3 FFY Grant: 2011 PHA FY: 2011	Work Statement for Year 4 FFY Grant: 2012 PHA FY: 2012	Work Statement for Year 5 FFY Grant: 2013 PHA FY: 2013
	Annual Statement				
Project 02		0	0	0	0
Project 03		0	0	0	0
Project 04		0	0	0	0
Project 05		0	0	0	0
Project 06		0	0	0	0
Project 09		0	0	0	0
Project 11		0	0	0	0
Project 13		0	0	0	0
HA-Wide		215,532	215,532	215,532	215,532
CFP Funds Listed for 5-year planning		**215,532**	**215,532**	**215,532**	**215,532**
Replacement Housing Factor Funds					

CAPITAL FUND PROGRAM
5 – YEAR ACTION PLAN

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year 1	Activities for Year :_2__ FFY Grant: 2010 PHA FY: 2010			Activities for Year: _3__ FFY Grant: 2011 PHA FY: 2011		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See Annual Statement						
	HA-Wide			**HA-Wide**		
	Operations	Operations	193,982	Operations	Operations	193,982
	Management Improvements					
	Administration	Administration	21,553	Administration	Administration	21,553
		Total CFP Estimated Cost	**215,535**		**Total CFP Estimated Cost**	**215,535**

CAPITAL FUND PROGRAM
5 – YEAR ACTION PLAN

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages—Work Activities

Activities for Year :_4__ FFY Grant: 2012 PHA FY: 2012			Activities for Year: __5_ FFY Grant: 2013 PHA FY: 2013		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
HA-Wide			**HA-Wide**		
Operations	Operations	193,982	Operations	Operations	193,982
Administration	Administration	21,553	Administration	Administration	21,553
	Total CFP Estimated Cost	**215,535**		**Total CFP Estimated Cost**	**215,535**

CAPITAL FUND PROGRAM
PERFORMANCE & EVALUATION REPORT

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program Grant No: **OR16P01550104** Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2004**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no:)**
☒**Performance and Evaluation Report for Period Ending: June 30, 2008** ☐**Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations	34,960		34,960	34,960
3	1408 Management Improvements	7,500		7,500	7,500
4	1410 Administration	26,905		26,905	26,905
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	144,888		144,888	144,888
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	54,800		54,800	53,925
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	269,053		269,053	268,178
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures	17,920			

CAPITAL FUND PROGRAM
PERFORMANCE & EVALUATION REPORT

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of Jackson County		**Grant Type and Number** Capital Fund Program Grant No: **OR16P01550104** Replacement Housing Factor Grant No:				**Federal FY of Grant:** **2004**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		**34,960**		**34,960**	**34,960**	Complete
HA-Wide	Management Improvements	1408	Software	**7,500**		**7,500**	**7,500**	Complete
HA-Wide	Administration	1410		**26,905**		**26,905**	**26,905**	Complete
Project 04	New refrigerators, ranges, and hoods. New floorcoverings. Dishwashers and garbage disposals.	1460	28 Units 2 Units 18 Units **Total**	18,716 7,200 13,472 **39,388**		18,716 7,200 13,472 **39,388**	18,716 7,200 13,472 **39,388**	Complete
Project 11	Dishwashers and garbage disposals. Add air conditioning.	1460	4 Units 4 Units **Total**	2,800 12,800 **15,600**		2,800 12,800 **15,600**	2,800 12,800 **15,600**	Complete
Project 13	Add air conditioning.	1460	31 Units	**89,900**		**89,900**	**89,900**	Complete
Non-Dwelling Equipment	Two maintenance vehicles ($22,000 each), office furniture for conference room ($12, 448), one new workstation ($3,000 each), and one projection system ($2,000)	1475	2 Vehicles, 1 Workstation, Office Furn., Projection System	**54,800**		**54,800**	**53,925**	Finalizing
	Total CFG Amount:			**269,053**		**269,053**	**268,178**	

CAPITAL FUND PROGRAM
PERFORMANCE & EVALUATION REPORT

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program No: **OR16P01550104** Replacement Housing Factor No:	**Federal FY of Grant:** **2004**

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide - Operations	Sept. 13, 2006		Sept. 2006	June, 2008		March, 2007	
HA-Wide – Mgmt. Improvements	Sept. 13, 2006		Sept. 2006	June, 2008		June, 2006	
HA-Wide Admin.	Sept. 13, 2006		Sept. 2006	June, 2008		June, 2006	
Dwelling Project 04	Sept. 13, 2006		Dec. 2007	June, 2008		June, 2006	
Dwelling Project 11	Sept. 13, 2006		Dec. 2007	June, 2008		June, 2006	
Dwelling Project 13	Sept. 13, 2006		Sept. 2006	June, 2008		June, 2006	
Non-Dwelling Equipment	Sept. 13, 2006		Sept. 2006	June, 2008			

CAPITAL FUND PROGRAM
PERFORMANCE AND EVALUATION REPORT

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program Grant No: **OR16P01550105** Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2005**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no: 1)**
☒**Performance and Evaluation Report for Period Ending: June 30, 2008** ☐**Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations	56,642		56,642	56,642
3	1408 Management Improvements	5,000		5,000	5,000
4	1410 Administration	23,615		19,735	4,798
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	22,177		22,177	13,398
10	1460 Dwelling Structures	128,723		128,723	128,723
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	236,157		232,277	208,561
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

CAPITAL FUND PROGRAM
PERFORMANCE AND EVALUATION REPORT

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of Jackson County		**Grant Type and Number** Capital Fund Program Grant No: **OR06P01550105** Replacement Housing Factor Grant No:				**Federal FY of Grant:** **2005**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		**56,642**		**56,642**	**56,642**	Complete
HA-Wide	Management Improvements	1408	Software	**5,000**		**5,000**	**5,000**	Complete
HA-Wide	Administration	1410		**23,615**		**19,735**	**4,798**	In Process
Project 13	Resurface parking lot.(entire project)	1450	3 sites	4,677		4,677	4,677	Complete
	Landscape upgrades. (entire project)		3 sites	17,500		17,500	8,721	In Process
			Total:	**22,177**		**22,177**	**13,398**	
Project 13	Exterior Paint	1460	7 Bldgs.	41,223		41,223	41,223	Complete
	Roof Replacement		7 Bldgs.	46,300		46,300	46,300	Complete
	Add air conditioning. (entire project)		31 units	41,200		41,200	41,200	Complete
			Total:	**128,723**		**128,723**	**128,723**	
	Total CFG Amount:			**236,157**		**232,277**	**208,561**	

CAPITAL FUND PROGRAM
PERFORMANCE AND EVALUATION REPORT

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of Jackson County				**Grant Type and Number** Capital Fund Program No: **OR16P01550105** Replacement Housing Factor No:			**Federal FY of Grant:** **2005**
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide – Operations	June 2007		May 2007	June 2009		May 2007	
HA-Wide Mgmt. Improvements	June 2007		August 17, 2007	June 2009		June 2008	
HA-Wide-Administration	June 2007			June 2009			Waiting to close grant.
Dwelling Projects 13	June 2007		August 17, 2007	June 2009		June 2008	
Site Improvements	June 2007	December 28, 2008	December 28, 2008	June 2009			Delay in planning.

CAPITAL FUND PROGRAM
PERFORMANCE AND EVALUATION REPORT

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of Jackson County	Grant Type and Number Capital Fund Program Grant No: OR16P01550106 Replacement Housing Factor Grant No:	Federal FY of Grant: 2006

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 1)
☒ **Performance and Evaluation Report for Period Ending: June 30, 2008** ☐ **Final Performance and Evaluation Report**

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	63,565	110,796	104,541	100,853
3	1408 Management Improvements	47,231	0	0	0
4	1410 Administration	21,507	21,507	21,507	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	27,000	27,000	27,000	27,000
10	1460 Dwelling Structures	40,767	40,767	40,767	800
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	15,000	15,000	6,255	6,255
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	215,570	215,570	200,070	134,908
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures	10,000			

CAPITAL FUND PROGRAM
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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of Jackson County		**Grant Type and Number** Capital Fund Program Grant No: OR16P01550106 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2006		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		63,565	110,796	110,796	110,796	Pending
HA-Wide	Management Improvements	1408	Software	47,231	0	0	0	
HA-Wide	Administration	1410		21,507	21,507	21,507	0	Pending
Project 04	Update Landscaping	1450	6 Sites	24,000	24,000	24,000	24,000	Complete
Project 11	Update Landscaping	1450	1 Site	3,000	3,000	3,000	3,000	Complete
Project 13	New Floorcoverings	1460	31 Units	40,767	40,767	40,767	800	In Process
Non-Dwelling Equipment	Replacement lawn equipment Mowers Trailer Trimmers Blower	1475	 2 1 2 1	15,000	15,000	6,255	6,255	Pending
	Total Grant Amount:			**215,070**	**215,570**	**200,070**	**134,908**	In Process

CAPITAL FUND PROGRAM
PERFORMANCE AND EVALUATION REPORT

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program No: OR16P01550106 Replacement Housing Factor No:	**Federal FY of Grant:** 2006

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide - Operations	July 17, 2008			July 17, 2010			
HA-Wide Mgmt. Improvements	July 17, 2008			July 17, 2010			
HA-Wide – Administration	July 17, 2008		June 2008	July 17, 2010			
Dwellings - Project 13	July 17, 2008		December 2007	July 17, 2010			
Site Improvements – Projects 4, 11	July 17, 2008		December 2007	July 17, 2010		June 2008	
Non-Dwelling Equipment	July 17, 2008			July 17, 2010			

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PERFORMANCE AND EVALUATION REPORT

Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program Grant No: **OR16P01550107** Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2007**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☒**Revised Annual Statement (revision no: 3**)
☒**Performance and Evaluation Report for Period Ending: June 30, 2008** ☐**Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations	69,272		69,272	69,272
3	1408 Management Improvements				
4	1410 Administration	22,014		22,014	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	35,800		13,806	8,721
10	1460 Dwelling Structures	93,061		93,061	65,959
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	**220,147**		**198,153**	**143,952**
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

CAPITAL FUND PROGRAM
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of Jackson County		**Grant Type and Number** Capital Fund Program Grant No: OR16P01550107 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2007		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		**69,272**		69,272	69,272	Complete
HA-Wide	Administration	1410		**22,014**		22,014	0	Pending
Project 04	Exterior Painting	1460	10 Bldgs.	**14,455**		14,455	14,455	Complete
Project 11	Exterior Painting	1460	2 Bldgs.	**4,636**		4,636	4,636	Complete
Project 13	Carports for 3047-3049 Sheraton Court	1450	1 Site	**35,800**		13,806	8,721	Pending
Project 13	Add dishwashers and garbage disposals to entire project.	1460	31 Units	**50,650**		50,650	46,868	Pending
Project 13	New floorcoverings			**23,320**		23,320	0	Pending
	Total Grant Amount:			**220,147**		**198,153**	**143,952**	

CAPITAL FUND PROGRAM
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Annual Statement/Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part III: Implementation Schedule

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program No: OR16P01550107 Replacement Housing Factor No:	**Federal FY of Grant:** 2007

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide - Operations	Sept. 12, 2009			June 2011			
HA-Wide – Administration	Sept. 12, 2009			June 2011			
HA-Wide -Relocation	Sept. 12, 2009			June 2011			
1460 Dwelling - Projects 4, 11, 13	Sept. 12, 2009			June 2011			

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part I: Summary

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program Grant No: **OR16P01550108** Replacement Housing Factor Grant No:	**Federal FY of Grant:** **2008**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☒**Revised Annual Statement (revision no: 1)**
☒**Performance and Evaluation Report for Period Ending: June 30, 2008** ☐**Final Performance and Evaluation Report**

Line No.	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost**	
		Original	**Revised**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations	193,979		0	0
3	1408 Management Improvements				
4	1410 Administration	21,553		0	0
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	215,532		0	0
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

CAPITAL FUND PROGRAM
PERFORMANCE AND EVALUATION REPORT

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Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages

PHA Name: Housing Authority of Jackson County		**Grant Type and Number** Capital Fund Program Grant No: OR16P01550108 Replacement Housing Factor Grant No:				**Federal FY of Grant:** 2008		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA-Wide	Operations	1406		**193,979**		0	0	Pending
HA-Wide	Administration	1410		**21,553**		0	0	Pending
	Total Grant Amount:			**215,532**		0	0	Pending

CAPITAL FUND PROGRAM
PERFORMANCE AND EVALUATION REPORT

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Part III: Implementation Schedule

PHA Name: Housing Authority of Jackson County	**Grant Type and Number** Capital Fund Program No: OR16P01550108 Replacement Housing Factor No:	**Federal FY of Grant:** 2008

Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide - Operations	June 12, 2010			June 12, 2012			
HA-Wide – Managemeent Improvements	June 12, 2010			June 12, 2012			
HA-Wide - Administration	June 12, 2010			June 12, 2012			