PHA 5-Year and Annual Plan

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

OMB No. 2577-0226
Expires 4/30/2011

1.0 PHA Information

PHA Name: _____Housing Authority of the City of High Point_____ PHA Code: ___NC006_____

PHA Type: ☐ Small ☒ High Performing ☐ Standard ☐ HCV (Section 8)

PHA Fiscal Year Beginning: (MM/YYYY): __01//2011_____

2.0 Inventory (based on ACC units at time of FY beginning in 1.0 above)

Number of PH units: ____1096_____ Number of HCV units: ____1484_____

3.0 Submission Type

☐ 5-Year and Annual Plan ☒ Annual Plan Only ☐ 5-Year Plan Only

4.0 PHA Consortia ☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below.)

Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0 5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.

5.1 Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years:

The mission of the Housing Authority of the City of High Point is to provide eligible families and individuals with adequate housing, economic advancement and homeownership opportunities in a safe, drug-free, suitable living environment without discrimination.

5.2 **Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

Annual Plan only; Section 5.2 is non-applicable for this submission

PHA Plan Update

6.0

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:
The Admissions and Continued Occupancy Policy, Public Housing Lease and Addendums and the Section 8 Administrative Plan were revised and approved by the Board of Commissioners August, 2010. Additionally, the Family Self-Sufficiency Action Plan for PH and Section 8 was revised June 2010. All revised policies and/or plans are attached.

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. (1) HPHA Administration Office (2) HPHA website www.hpha.net (3) each Asset Management Project (AMP) office (NOTE: Each Resident Council President receives a copy of the 5-Year and Annual Plan, but public copies cannot be obtained from these officers.)
PHA Plan Elements include (1) Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures (2) Financial Resources (3) Rent Determination (4) Operation and Management (5) Grievance Procedures (6) Designated Housing for Elderly and Disabled Families (7) Community Service and Self-Sufficiency (8) Safety and Crime Prevention (9) Pets (10) Civil Rights Certification (11) Fiscal Year Audit (12) Asset Management (13) Violence Against Women Act (VAWA).

7.0

HOPE VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. *Include statements related to these programs as applicable.*

a. HOPE VI or Mixed Finance Modernization or Development
The Authority has sought permission from HUD to utilize remaining HOPE VI funds from the Spring Brook Meadows HOPE VI project to complete construction at the former Clara Cox Homes site which was demolished through a HOPE VI Demolition grant. HUD approval pending.

The Authority plans to redevelop the former Clara Cox homes public housing site into a mixed-income development. The 19.6 acre site will be developed in three phases consisting of 220 rental units and 15 single family homeownership units. Tax credit funding has been received for Phase 1 which will consist of 80 tax credit units, 15 of which will be operated as public housing units. A disposition of 7.410 acres for phase 1 is pending subject to the mixed-finance approval process. Tax credit and TCAP funding has been received for Phase 2 of the Clara Cox Homes redevelopment project. This phase will consist of 92 tax credit units, 17 of which will be operated as public housing units. Development and disposition of the 6.2 acre site is pending based upon the receipt of HUD approval of the Mixed Finance Proposal.

b. Demolition and/or Disposition
The Authority may apply for HOPE VI funding for the demolition and redevelopment of the Daniel Brooks (NC006000002) community. This community contains 172 units. This may occur within the next 5 years.

c. Conversion of Public Housing
To date, there are no plans for PH conversions.

d. Homeownership
HPHA will attempt to sell the 31 remaining 5-h units in the Deep River community, NC006000019. The HPHA will also continue to operate the Section 8 Homeownership Voucher Program. The HPHA may elect to project-base a percentage of its vouchers in association with new housing development or housing acquisition opportunities.
The Housing Choice Voucher program is the Homeownership program for Section 8 participants. Section 8 clients, after a year of renting under Section 8, can purchase a house and use their homeownership voucher towards their house payment. To participate in the Housing Choice Voucher program, clients must save $1000, take a one day Homebuyer Education class with the City of High Point and take a five week Financial Fitness class. The clients must have one-on-one counseling with the HPHA Homeownership Coordinator. Our agency implemented the Section 8 Homeownership Choice Voucher program in 2003. Since 2003, a total of 37 Section 8 clients have purchased homes using their homeownership vouchers.

e. Project Based Vouchers
This is something the HPHA may consider in the future.

8.0 **Capital Improvements.** Please complete Parts 8.1 through 8.3, as applicable.

8.1 **Capital Fund Program Annual Statement/Performance and Evaluation Report.** As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.

8.2 **Capital Fund Program Five-Year Action Plan.** As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.

8.3 **Capital Fund Financing Program (CFFP).**
☒ Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

9.0 **Housing Needs**. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.
Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by completing the following table. In the "Overall" Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family

type, from 1 to 5, with 1 being "no impact" and 5 being "severe impact." Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type (A4)							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	**Size**	Loca-tion
Income <= 30% of AMI	3277	5	5	5	N/A	N/A	5
Income >30% but <=50% of AMI	2094	5	5	5	N/A	N/A	5
Income >50% but <80% of AMI	2181	1	1	1	N/A	N/A	1
Elderly	545	5	2	5	N/A	N/A	5
Families with Disabilities	559	5	2	5	N/A	N/A	5
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity							
Race/Ethnicity (A5)							

Housing Needs of Families on the Waiting List (KBE6)

Waiting list type: (select one)
- ☒ Section 8 tenant-based assistance
- ☐ Public Housing
- ☐ Combined Section 8 and Public Housing
- ☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
  If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	**1194***		150
Extremely low income <=30% AMI	913	77%	
Very low income (>30% but <=50% AMI)	261	22%	
Low income (>50% but <80% AMI)	20	1%	
Families with children	645	54%	
Elderly families	39	4%	
Families with Disabilities	279	24%	
Race/ethnicity – White/Non-Hispanic	225	19%	
Race/ethnicity – Black/Non-Hispanic	941	79%	
Race/ethnicity- American Indian	0	0%	
Race/ethnicity – Hispanic	28	2%	
*** - 231 Single persons on waiting list - 18%**			
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			

Is the waiting list closed (select one)? ☒ No ☐ Yes
If yes:
HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)?
Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List (A7)

Waiting list type: (select one)
☐ Section 8 tenant-based assistance
☒ Public Housing : Conventional
☐ Combined Section 8 and Public Housing
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	**796 ***		221
Extremely low income <=30% AMI	763	96%	
Very low income (>30% but <=50% AMI)	30	3.5%	
Low income (>50% but <80% AMI)	4	.50%	
Families with children	439	55%	
Elderly families	8	1%	
Families with Disabilities	96	12%	
Race/ethnicity – White/Non-Hispanic	111	14%	
Race/ethnicity – Black/Non-Hispanic	649	81%	
Race/ethnicity- American Indian	3	Less than 1%	
Race/ethnicity – Hispanic	33	4%	
*** - 253 single persons on waiting list – 32%**			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	327	41%	25
2 BR	283	36%	85
3 BR	134	17%	60
4 BR	41	5%	38
5 BR	11	1%	13
5+ BR	0	0%	0

Is the waiting list closed (select one)? ☒ No ☐ Yes
If yes:
HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)?
Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List (A8)

Waiting list type: (select one)
☐ Section 8 tenant-based assistance
☒ Public Housing : Elderly Hi-Rises
☐ Combined Section 8 and Public Housing
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	74		89
Extremely low income <=30% AMI	70	95%	
Very low income (>30% but <=50% AMI)	4	5%	
Low income (>50% but <80% AMI)	0	0%	
Families with children	0	0%	
Elderly families	6	8%	
Families with Disabilities	68	92%	
Race/ethnicity – White/Non-Hispanic	32	44%	
Race/ethnicity – Black/Non-Hispanic	41	56%	
Race/ethnicity- American Indian	1	Less than 1%	
Race/ethnicity – Hispanic	0	0%	
Characteristics by Bedroom Size (Public Housing Only)			
0 / 1 BR	72	98%	82
2 BR	2	2%	7
3 BR			
4 BR			
5 BR			
5+ BR			

Is the waiting list closed (select one)? ☒ No ☐ Yes
If yes:
HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)?
Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Housing Needs of Families on the Waiting List (A9)

Waiting list type: (select one)
☐ Section 8 tenant-based assistance
☒ Public Housing : 5(H) Homes
☐ Combined Section 8 and Public Housing
☐ Public Housing Site-Based or sub-jurisdictional waiting list (optional)
If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	**17**		15
Extremely low income <=30% AMI	13	77%	
Very low income (>30% but <=50% AMI)	2	11.5%	
Low income (>50% but <80% AMI)	2	11.5%	
Families with children	16	95%	
Elderly families	0	0%	
Families with Disabilities	1	5%	
Race/ethnicity – White/Non-Hispanic	3	17%	
Race/ethnicity – Black/Non-Hispanic	14	83%	
Race/ethnicity-American Indian	0	0%	
Race/ethnicity – Hispanic	0	0%	
Characteristics by Bedroom Size (Public Housing Only)			
1 BR			
2 BR			
3 BR	17	100%	15
4 BR			
5 BR			
5+ BR			

Is the waiting list closed (select one)? ☒ No ☐ Yes
If yes:
HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)?
Does the PHA expect to reopen the list in the PHA Plan year? ☐ No ☐ Yes
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? ☐ No ☐ Yes

Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.**

(1) Maximize the number of affordable units available to the PH within our current resources by: employ effective maintenance and management policies to minimize the number of PH units off-line; reduce turnover time for vacated PH units; reduce time to renovate PH units; seek replacement of PH units lost to the inventory through mixed finance development; seek replacement of PH units lost to the inventory through Section 8 replacement housing resources; maintain or increase Section 8 leas-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction; undertake measures to ensure access to affordable housing among families assisted by the PH, regardless of unit size required; maintain or increase Section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration; maintain or increase Section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program; and participate in the Consolidated Plan development process to ensure coordination with broader community strategies. (2) Increase the number of affordable housing units by: apply for additional Section 8 units should they become available; leverage affordable housing resources in the community through the creation of mixed-finance housing; and pursue housing resources other than PH or Section 8 tenant-based assistance. (3) Target available assistance to families at or below 30% of AMI: exceed HUD federal targeting requirements for families at or below 30% of AMI in PH; exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based Section 8 assistance; and adopt rent policies to support and encourage work. (4) Target available assistance to families at or below 50% of AMI: employ admissions preferences aimed at families who are working and adopt rent policies to support and encourage work. (5) Target available assistance to families with disabilities: carry out the modifications needed in PH based on the Section 504 Needs Assessment for PH; apply for special-purpose vouchers targeted to families with disabilities, should they become available; and affirmatively market to local non-profit agencies that assist families with disabilities. (6) Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs: affirmatively market to races/ethnicities shown to have disproportionate housing needs. (7) Conduct activities to affirmatively further fair housing: counsel Section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units and market the Section 8 program to owners outside of areas of poverty/minority concentrations.

Of the strategies listed above, the following factors influenced our selection of strategies to pursue: funding constraints, staffing constraints, limited availability of sites for assisted housing, extent to which particular housing needs are met by other organizations in the community, evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the HPHA; influence of the housing market on HPHA programs, community priorities regarding housing assistance, results of consultation with local or state government, results of consultation with residents and the Resident Advisory Board, and results of consultation with advocacy groups.

Following is a brief description of the HPHA's strategy for addressing the housing needs of families in its jurisdiction and on the waiting list in the upcoming year. The HPHA strategies include, but are not limited to the following:

9.1

- Maximize the number of affordable units available to the PHA by.: employing effective maintenance and management policies to minimize the number of PH units off-line; reduce turnover time for vacated PH units; reduce time to renovate PH units; seek replacement of PH units lost to the inventory through mixed finance development; seek replacement of PH units lost to the inventory through Section 8 replacement housing resources; maintain or increase Section 8 leas-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction; undertake measures to ensure access to affordable housing among families assisted by the PH, regardless of unit size required; maintain or increase Section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration; maintain or increase Section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program; and participate in the Consolidated Plan development process to ensure coordination with broader community strategies.
- Increase the number of affordable housing units: apply for additional Section 8 units should they become available; leverage affordable housing resources in the community through the creation of mixed-finance housing; and pursue housing resources other than PH or Section 8 tenant-based assistance.
- Target available assistance to families at or below 30%, 50% of AMI, and families with disabilities
- Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:
- Conduct activities to affirmatively further fair housing: counsel Section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units and market the Section 8 program to owners outside of areas of poverty/minority concentrations.

Of the housing needs strategies listed above, the following factors may influence the PHA's ability in meeting these due to:

- funding and staffing constraints
- limited availability of sites for assisted housing,
- housing needs are met by other organizations in the community,
- evidence of housing needs as demonstrated in the Consolidated Plan and other information made available to the HPHA
- influence of the housing market on HPHA programs,
- community priorities regarding housing assistance,
- results of consultation with local or state government, residents, Resident Advisory Board, and advocacy groups.

Additional Information. Describe the following, as well as any additional information HUD has requested.

(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.

The Housing Authority of the City of High Point prepared its– 2011 agency plan in conjunction with Section 511 of the QHWRA of 1998 and the ensuing HUD requirements. During the past five years, HPHA Board of Commissioners along with the Chief Executive Officer has guided the activities of the Authority in meeting its mission to provide eligible families and individuals with adequate and affordable housing, economic advancement and homeownership opportunities in a safe, drug-free, suitable living environment without discrimination. The following is a brief statement of the HPHA's progress in meeting the mission and goals described in the 5-Year Plan

Asset Management/Operations:

- Provided housing assistance to more than 5,959 individuals (A10);
- Obtained "High Performer" status in both PHAS and SEMAP through extensive staff training, certifications, policy updates, internal controls, physical improvements, etc.
- Assisted approx. 485 new families in 2009;
- Continued to increase curb appeal in all developments through Capital Fund and specialty projects (i.e. Annual Beautification program);
- Significant decrease in maintenance turnaround days;
- Lower crime statistics in public housing communities;
- Increased resident involvement through Community meetings, RCA Monthly Meeting and Quarterly Roundtable Meetings and workshops;
- Continued participation and progress in the Section 8 Homeownership Program and landlord/tenant training;
- Significant progress in transition to Project Based Accounting (PBA) and Asset Based Management (ABM); and
- Completed approximately 18,125 work orders annually.

The Compliance/Quality Control Department is responsible for monitoring the various departments and programs within the Authority to ensure compliance with a myriad of local, state, federal rules and regulations, HUD's code of federal regulations and reporting requirements. This department is also responsible to ensure that HPHA personnel are operating as efficiently as possible. The Compliance department provides senior management oversight of all functional areas that have critical implications across all aspects of the organizational operation.

10.0

During the past five years, aggressive in-house and onsite training was provided to personnel that were specific to programs and services to ensure personnel were kept abreast of the most current policies, procedures, HUD rules and regulations. Internal audits and tactical and strategic planning with Vice Presidents and Directors were held to establish performance measures and benchmarks to ensure optimal operations and provide high quality service to our clients. Currently, processes and procedures are being developed to provide optimal cohesiveness within the organization.

The Housing Authority of the City of High Point's Capital Funds program completed several renovations, repairs and management improvements over the past five years. Some projects completed, includes but is not limited, to the following:

- Astor Dowdy Towers and Elm Towers: Stairwells
- Daniel Brooks Gas Line Replacements
- Elm Towers Emergency Pull Call Stations
- AMP-wide Cycle Painting
- JC Morgan Site Improvements
- Astor Dowdy Towers Site Improvements
- Carson Stout Architectural/Engineering Services
- Carson Stout Relocation & Modernization Project

The Capital Funds Program also completed development projects under the Replacement Housing Factor (RHF) funding program. These projects include the construction of (7) seven additional three-bedroom units, (1) one town home triplex and (2) two town home duplexes and a (1) two bedroom 504 compliant single family unit. Contruction of an additional duplex has begun. The Housing Authority of the City of High Point is committed to continuing projects such as these as well as adding new ones in the upcoming five year.

In 2009-10, the Housing Authority Information Services (IS) Department focused on projects to help make agency operations more efficient and ensure greater quality control. Among the biggest projects, the department procured, planned for and installed new agency-wide software from Emphasys Elite Computer Services. The Finance Department is currently using the Wright general ledger and accounts payable modules, and other departments have trained on and begun to use Emphasys Elite. . The IS Department expects that the Wright software will be fully implemented and all departments will be converted to Emphasys Elite by September 1, 2010. As part of the management of the Elite implementation project, the IS Department has focused on testing and data verification to ensure that the transition to the new software platform is done correctly and as quickly as possible.
The IS Department began to research helpdesk requests this year. Research showed that better controls and procedures were needed to better respond to helpdesk requests, especially in light of the new HUD requirements for Asset Based Management. In response to our research findings, the IS Department has made better use of its helpdesk software and has made enhancements to the software to increase quality control.

Construction and home sales continued in Spring Brook Meadows which resulted in the sale of 12 homes in 2008. An additional 6 homes were sold 2009. Through 2009, this brings the total number of homes sold in the 118 lot subdivision to 85.

In June 2009 a new building contractor was engaged to complete the thirty-six (36) single-family homes remaining to be constructed in The Gables at Spring Brook Meadows. In 2009 Wishon & Carter Builders, Inc. began construction on six (6) homes in the development and completed three (3) by the end of the year. The total number of homes constructed in the 118 lot subdivision at the end of 2009 was 85.

Through partnerships with local and state agencies, the Housing Authority of the City of High Point was able to provide $50,000 in mortgage

assistance to first time homebuyers.

In 2009, the HPHA Homeownership Coordinator provided four hundred thirty-two (432) families with housing counseling services. Two hundred forty-two (242) residents received foreclosure assistance and seventy-seven (77) families completed the Financial Fitness program. This assistance was made possible with a $23,369 Housing Counseling grant from HUD.

In June, The Road to Homeownership Program held its second annual Housing Fair at Hotel High Point. The Fair provided participants with an opportunity to meet with representatives from agencies and organizations involved in the home buying process to include lenders, realtors, and a real estate attorney. The event was attended by approximately twenty-five (25) participants.

In September, the Department held its first Foreclosure Prevention Initiative on the campus of Guilford Technical Community College. The keynote speaker was Ms. Cynthia Durant, Housing Program Specialist with the U.S. Department of Housing and Urban Development. The focus of the workshop was to inform participants of the programs available to assist homebuyers who have fallen behind in their mortgage payments and information that they should have available in order to work most effectively with lenders and attorneys.

In partnership with Crosland, LLC HPHA was awarded $1,000,000 in federal low income tax credits in 2008 through the North Carolina Housing Finance Agency for Phase 1 of Clara Cox Homes redevelopment project. Construction of the 80 unit $9.6 million multi-family apartment complex is slated to begin in the summer of 2010. Fifteen (15) of the units will be operated as public housing units.

In August of 2009 Crosland, LLC and HPHA was awarded $1,272,065 in federal low-income tax credits for Phase 2 of Clara Cox Homes. In addition, an award of $8,496,834 was granted through the Tax Credit Assistance Program. Work is slated to begin on this $11 million, 92 unit multi-family phase in the summer of 2010. Seventeen (17) of the 92 units will be operated as public housing units.

To enhance the redevelopment initiatives already underway in West Macedonia, HPHA purchased three (3) vacant neighborhood parcels. Each of the properties will be redeveloped with the construction of a duplex or single-family unit.

Spring Brook Meadows residents are involved in monthly workshops, which help them to receive information on subjects that directly affect their lives. Working in partnership with Community Outreach of the High Police Department, the seniors established a monthly neighborhood watch program. This allowed them to have Neighborhood Watch signs posted throughout the community and to participate in their first “National Night Out”. This event gave the seniors an opportunity to meet their neighbors who reside in the single-family homes in the community. The seniors also continued to receive valuable information from organizations such as the Social Security Administration, Department of Social Services, Cooperative Extension, and the NC Senior Health Insurance Information Program.

In 2009, the Housing Authority of the City of High Point continued to provide funding to first time homebuyers through partnerships established with various Agencies such as HUD, the North Carolina Housing Finance Agency and the City of High Point.

Supportive Services were provided to the residents of the Senior Villas by the Case Management staff. The residents participated in approximately two workshops or other activities per month. Workshops were geared towards teaching seniors how to maintain a healthy lifestyle and stay active in their community. Workshop topics included fire safety, healthy eating, choosing an appropriate exercise program, selecting the best Medicare supplement, and establishing a neighborhood watch program to name a few. These workshops were conducted in partnership with agencies such as the NC Cooperative Extension Service, The City of High Point, North Carolina Senior Health Insurance Information Program and the Social Security Administration.

As a HUD approved Housing Counseling Agency, the HPHA was able to provide homeownership counseling and loss mitigation counseling to many housing residents and citizens of High Point at large. Due to economic factors, a large number of participants received counseling through the housing counseling program. Through the HPHA’s counseling program, many participants were afforded the opportunity to remain in their homes.

HPHA continued to provide Financial Fitness Classes to prepare participants to become homeowners. Many of them are in various stages of the home buying process.

One of the primary mechanisms for promoting self-sufficiency and asset development of families at HPHA is the Family Self-Sufficiency (FSS) program. The HPHA offers both Public Housing and Housing Choice Voucher FSS programs, and partners with multiple community/local agencies to provide supportive services related to employability. This effort is greatly enhanced by working with the FSS Program Coordinating Committee (PCC) to address barriers participants may have to obtaining employment, or managing other life challenges. PCC partners include, but are not limited to, JobLink Career Center, Employment Security Commission, Guilford Technical Community College, YWCA, Macedonia Family Resource Center and Department of Social Services WorkFirst program... Under ROSS and CHSP grants we provide supportive services via community partnerships, as well as direct services related to activities for daily living to increase independence for elderly and disabled residents. We also partner with local agencies to provide support for elderly and disabled residents who are seeking employment; with our major partners being JobLink Career Center, Senior Resources of Guilford and Guilford Technical Community College.

As of December 2009 there were approximately 158 participants enrolled in the HPHA’s FSS program, and 131 residents received services through the ROSS Family/Homeownership program. The Family Self-Sufficiency and ROSS Family/Homeownership programs promote self-sufficiency and provide family supportive services to participants living in Section 8 or Public Housing. Services include employment assistance, job training, case management, financial fitness classes, homeownership counseling and more. Participants are able to set and accomplish goals through the support of the programs and are eligible to save money in an escrow account (FSS) or a matched individual savings account (ISA) through the ROSS program. FSS participants had major accomplishments in 2010; 13 participants successfully completed their Contracts of Participation and received a combined total escrow payout of $62,652.64, four (4) participants became homeowners, and 34 participants gained employment.

As for ROSS Family/Homeownership program participants, 80 participants received job-specific training and one (1) participant became a homeowner and received matching funds of $8,000 toward the purchase of her home. In addition, 82 participants received other supportive services and 56 participants increased their earned income for a total of $203,626.

The JC Morgan Community Center provides a location for community-based self-sufficiency programs and is the site for the ROSS Family/Homeownership program. In addition to hosting the ROSS Family program the center houses a Public Housing Family Self-Sufficiency Coordinator, and supportive services such as computer classes and summer free lunch program. The center is also the location of a number of job training orientations through GTCC and the Healthcare Training Center, and will be the location for a variety of other supportive programs and services to be determined.

The Congregate Housing Services Program and ROSS Elderly/Persons with Disabilities programs provide supportive services to the elderly and disabled living in HPHA communities. These programs serve an average of 115 participants per month. The CHSP and ROSS Elderly/Disabled programs are designed to assist elderly and disabled residents with daily activities by providing case management; wellness and health services; housekeeping assistance; transportation to services such as to medical appointments, pharmacy, the grocery store, various outings and more. In addition to the many supportive services already listed, the CHSP program provides hot meals to an average of 15 participants per month, serving an average of 479 meals per month.

The Scholars Program is a drop-out prevention program that provides academic supportive services, mentoring to our youth and more. Scholar Advisors work closely with students and their families by tracking attendance records, grades and behavior to provide timely and resourceful intervention. The program also hosts a number of academic field trips, college tours and workshops. Other services rendered consist of aiding and assisting students in SAT/ACT registration and fees and applying for college and financial aid. The Scholars Program has maintained a graduation rate of 95% or better since the start of the program in 2001 among program participants and a rate of 90% or more scholar graduates have established positive post-graduation plans which include enrollment in college or the military. There have been 247 graduates since the program's inception in 2001. In addition, for the 2008/2009 academic year, 52/53 seniors served by the program graduated from high school. Forty-one (41) of those graduates enrolled in a 2-4 year college, two (2) entered the military and nine (9) entered the workforce.

The Daniel Brooks Early Head Start Program is a Guilford Child Development (GCD) program located at the Daniel Brooks Community Center. The childcare program provides quality, affordable, and accessible childcare for working mothers in need of childcare assistance, giving High Point Housing Authority and Daniel Brooks residents preference over the available enrollment spaces. Head Start / Early Head Start is a federally funded holistic child development program that promotes healthy prenatal outcomes for pregnant women, enhances the development of very young children, and promotes healthy family functioning and works to prepare children of low-income families to enter kindergarten with the adequate skills and academic readiness for a successful start in the public school system.

The plans, statements, budget summary, policies, etc. set forth in the Annual Plan all lead towards the accomplishment of our goals and objectives. Taken as a whole, they outline a comprehensive approach towards our goals and objectives and are consistent with the City of High Point's Consolidated Plan.

With the support and guidance of the HPHA Board of Commissioners, we will continue to enhance the image of this agency by demonstrating professionalism, customer service and reliability to the community we serve. We will continue to improve the physical appearance of our communities and improve communication within the agency, the residents, and the community at large. We are constantly seeking community and city partnership in which our resident programs and services can be enhanced.

b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"

Substaintial Deviation: Any Deviation, which alters the original intent of the provisions, prescribed with this plan, which substantially affects the achievement of quantifiable performance indicators.

Significant Amendment or Modification to the Annual Plan: Any changes or additional provisions adopted by HPHA that may impact the final outcome initially identified in the PHA Plan.

11.0 Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. **Note:** Faxed copies of these documents will not be accepted by the Field Office.

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations* (which includes all certifications relating to Civil Rights)
(b) Form HUD-50070, *Certification for a Drug-Free Workplace* (PHAs receiving CFP grants only)
(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* (PHAs receiving CFP grants only)
(d) Form SF-LLL, *Disclosure of Lobbying Activities* (PHAs receiving CFP grants only)
(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* (PHAs receiving CFP grants only)
(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.

There were no comments and/or suggestions received from the Resident Council/Advisory Board.

(g) Challenged Elements
(h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (PHAs receiving CFP grants only)
(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* (PHAs receiving CFP grants only)

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

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

Instructions form HUD-50075

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

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

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

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

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

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

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

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

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

(a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.

(b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central off ice of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

PHA Plan Elements. (24 CFR 903.7)

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

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.

3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.

4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.

5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.

6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1**) development name and number; **2**) designation type; **3**) application status; **4**) date the designation was approved, submitted, or planned for submission, and; **5**) the number of units affected.

7. **Community Service and Self-Sufficiency.** A description of: (**1**) Any programs relating to services and amenities provided or offered to assisted families; (**2**) Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**

8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.

10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.

11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.

12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.

13. **Violence Against Women Act (VAWA).** A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

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

(a) Hope VI or Mixed Finance Modernization or Development. **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm

(b) Demolition and/or Disposition. With respect to public housing projects owned by the PHA and subject to ACCs under the Act: **(1)** A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **(2)** A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm
Note: This statement must be submitted to the extent **that approved and/or pending** demolition and/or disposition has changed.

(c) Conversion of Public Housing. With respect to public housing owned by a PHA: **1)** A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or that the public housing agency plans to voluntarily convert; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: http://www.hud.gov/offices/pih/centers/sac/conversion.cfm

(d) Homeownership. A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.

(e) Project-based Vouchers. If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

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

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

(a) To submit the initial budget for a new grant or CFFP;

(b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and

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

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

1. At the end of the program year; until the program is completed or all funds are expended;

2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and

3. Upon completion or termination of the activities funded in a specific capital fund program year.

8.2 Capital Fund Program Five-Year Action Plan

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

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

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

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

9.1 Strategy for Addressing Housing Needs. Provide a description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. **(Note:** Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).

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

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

(b) Significant Amendment and Substantial Deviation/Modification. PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

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

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

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* **(PHAs receiving CFP grants only)**

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* **(PHAs receiving CFP grants only)**

(d) Form SF-LLL, *Disclosure of Lobbying Activities* **(PHAs receiving CFP grants only)**

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* **(PHAs receiving CFP grants only)**

(f) Resident Advisory Board (RAB) comments.

(g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.

(h) Form HUD-50075.1**, *Capital Fund Program Annual Statement/Performance and Evaluation Report* (Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1.

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

OF THE

HOUSING AUTHORITY OF THE CITY OF HIGH POINT

ADOPTED BY
BOARD OF COMMISSIONERS
August 11, 2010

SUBMITTED TO
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
September, 2010

Admissions and Continued Occupancy Policy

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CHAPTER 1

INTRODUCTION

A. MISSION STATEMENT: To provide eligible families and individuals with adequate and affordable housing, economic advancement, and homeownership opportunities in a safe, drug-free, suitable living environment without discrimination.

In order to achieve this mission, we will:

- Recognize residents as our ultimate customer;
- Improve Public Housing Authority (PHA) management and service delivery efforts through effective and efficient management by PHA staff.
- Seek problem-solving partnerships with residents, community, and government leadership;
- Apply available PHA resources to the effective and efficient management and operation of public housing programs

B. PURPOSE OF POLICY: This Admissions and Occupancy Policy define the Housing Authority of the City of High Point's (PHA) policies for the operation of its Public Housing Program, incorporating Federal, State and local laws. If there is any conflict between this policy, laws and regulations, the laws and regulations will prevail.

C. PRIMARY RESPONSIBILITIES OF THE PHA:

1. Informing eligible families of the availability of public housing assistance;
2. Determining and posting annually the utility allowances;
3. Receiving applications from families and determining their eligibility for assistance;
4. Inspecting Public Housing units to determine that they meet or exceed Housing Quality Standards;
5. Approving leases;
6. Collecting rent on a monthly basis from tenants;
7. Annual re-examinations of income, family composition and re-determination of rent;
8. Authorizing and processing evictions; and
9. Ongoing maintenance and modernization of the public housing inventory.

D. OBJECTIVES: The objectives of this policy are to:

1. Promote the overall goal of drug free, decent, safe and sanitary housing by:

   - Ensuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.

   - Ensuring the fiscal stability of the PHA.

   - Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to PHA employees.

2. Facilitate the efficient management of the PHA and compliance with Federal Regulations by establishing policies for the efficient and effective management of the PHA inventory and staff.

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

E. OUTREACH: As much information as possible about Public Housing may be disseminated through local media (newspaper, radio, television, etc.). For those who call the PHA Office, the staff may be available to convey essential information.

   - The PHA may hold meetings with local social community agencies.

   - The PHA may sponsor "Open House" programs within the public housing community to attract potential tenants to view a public housing unit.

The PHA may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The PHA shall take affirmative actions to provide opportunities to participate in the program to persons who because of such factors as race, ethnicity, sex, of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan pursuant to Section 24 CFR, Part 91 (Comprehensive Housing Affordability Strategy (CHAS), the PHA planned programs will be incorporated in the CHAS.

CHAPTER 2
(24 CFR 100.1; 24 CFR 8.11)

FAIR HOUSING / REASONABLE ACCOMMODATIONS POLICY

It is the policy of the Housing Authority of the City of High Point (PHA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

Specifically, the PHA shall not on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap, deny any family or individual the opportunity to apply for or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

The PHA shall not, on account of race, color, sex, religion, creed, national or ethnic origin, familial status, disability or handicap:

Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;

Provide housing which is different from that provided others;

Subject a person to segregation or disparate treatment;

Restrict a person's access to any benefit enjoyed by others in connection with the housing program;

Treat a person differently in determining eligibility or other requirements for admission;

Deny a person access to the same level of services; or

Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

The PHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (e.g., families with children born to unmarried parents, elderly families with pets, or families whose head or spouse is a student). Each applicant in a particular group or category must be treated on an individual basis in the normal processing routine.

The PHA will identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, and the Fair

Housing Amendments Act of 1988, the PHA will make structural modifications to its housing and non-housing facilities make reasonable accommodations, or combinations of the two, to permit people with disabilities to take full advantage of the housing program.

If providing a requested accommodation or structural modification would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden, then the PHA need not provide that accommodation.

However, the PHA is required to provide any other accommodation that would not result in an undue financial and administrative burden or fundamental alteration of the program.

In making reasonable accommodations or structural modifications for otherwise a qualified persons with a disability, the PHA is not required to:

1. Make each of its existing facilities accessible, or make structural alternative when other methods can be demonstrated to achieve the same effect;

2. Make structural alterations that require the removal or altering of a load-bearing member;

3. Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level;

4. Take any action that would result in a fundamental alteration in the nature of the program;

5. The PHA will not permit these policies to be subverted to do personal or political favors.

REASONABLE ACCOMMODATION PROCEDURE

The Housing Authority of the City of High Point is an equal housing opportunity provider and does not discriminate against our applicants /residents with disabilities. It is our policy to make an affirmative effort to provide reasonable accommodations or physical modifications that do not pose an undue financial or administrative burden to HPHA for our applicants/residents who are disabled. Exception to our normal policies and procedures may apply to enable HPHA to provide disable individuals an equal opportunity to access and enjoy their community. It will be necessary to obtain documentation of the need for the requested accommodation/modification. The applicant/resident will need to provide the following information and forms:

- Fill out and return to the Property Management Office the Reasonable Accommodations Request Form

- Sign the Verification Form and return to the Property Management Office with the Request Form.

- Upon receipt of the Verification Form, Property Management will mail or fax the form to the verifier.

- When it is returned, Management will notify the applicant/resident in writing of the determination concerning the request.

- If the request is for an assist or service animal, the applicant/resident will need to sign the lease addendum form that describes the animal owner's responsibilities.

- The resident may contact the Property Management Office if assistance is needed with this process.

CHAPTER 3

(24 CFR 960.202; Quality Housing & Work Responsibility Act of 1998)

DECONCENTRATION PLAN

With respect to selection of families to lease units in the Public Housing program, selection will be in such a manner as to avoid concentration of the most economic and socially deprived families in one or all of the developments operated by the Housing Authority and to provide for income mixing by bringing higher income tenants into lower income public housing communities and bringing lower income tenants into higher income public housing communities.

The PHA shall categorize assisted tenants in all programs by income in one of the following groups:

Extremely Low Income	Not more than 30% of the area's medium income
Very Low Income	More than 30% but less than 50% of the area's medium income
Lower Income	More than 50% but less than 80% of area's medium income
Over-Income	More than 80% of the area's medium income

The area's median income shall be defined by HUD, adjusted for family size and is subject to periodic change.

The PHA shall categorize each applicant for assistance for all programs in the same manner as presented above.

The PHA shall utilize information from these categories and other statistical information concerning income distribution in the PHA's area of operation as may be provided from time to time by the U.S. Department of Housing and Urban Development (HUD) to develop goals designed to achieve the deconcentration and income mixing objectives stated herein and to remain consistent with income targeting distribute percentages as required by HUD.

The PHA shall review these goals periodically and make appropriate adjustments as may be needed when income distributions in the locality change.

Staff responsible for selecting tenants for public housing assistance from the waiting list shall consider income distributions within the community where the unit exists and the goals for that community prior to selecting an applicant for occupancy first, then, shall select in accordance with prevalent preferences established by this Housing Authority.

CHAPTER 4

(24 CFR 8.6; Section 504 of the Rehabilitation Act of 1973)

ACCESSIBILITY AND LIMITED ENGLISH PROFICIENCY REQUIREMENT

Facilities and programs used by residents must be accessible. Application and management offices, hearing rooms, community center, laundry facilities, craft and game rooms and so on must be available for use by residents with a full range of disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made so, subject to the undue financial and administrative burden test.

Documents intended for use by applicants and residents will be made available in formats accessible for those with vision or hearing impairments and limited English proficiency. The documents shall be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. -PHA will provide oral language services when necessary to applicants and residents by ensuring a competent interpreter is available in a timely manner.

At initial contact, the PHA staff will provide a form to the applicants, which allow them to indicate whether or not a reasonable accommodation is needed. Alternative forms of communication might include: sign language interpretation, having materials explained orally by the staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials.

If paid accessibility professionals are used the PHA must pay for such services.

At a minimum the PHA will prepare the following information in plain-language accessible formats:

- Marketing and informational materials
- Information about the application process
- The Application Form
- All form letters, notices, to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The Lease and house rules (if any)
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (informal hearing, etc.)

CHAPTER 5
(24 CFR 5.212)

PRIVACY RIGHTS

All adult members of both applicant and resident 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 resident information will not be released unless there is a signed release of information form in the applicant or resident file.

The Privacy Act is enforced with all information obtained from the applicant. A Privacy Act notice shall be provided at the time of application and at each annual income certification.

CHAPTER 6

DEFINITIONS OF TERMS

As defined by the U.S. Department of Housing & Urban Development (HUD), definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference as if fully set out herein. Copies of this regulation are available in the PHA Office.

1. ANNUAL INCOME – means all amounts, monetary or not which:

   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 re-examination effective date; and

   C. Which are not specifically excluded,

      (i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

      (ii) The net amount, from the operation of a business or profession. Expenditures for business expansion or amortization of capital 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 case or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of case or assets invested in the operation by the family;

      (iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in this section. Any withdrawal of case or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of case or assets invested by the family. Where the family has net family assets in excess of $5000 annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

      (iv) The 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 of prospective monthly amounts for the delayed start of a periodic amount (except as otherwise provided in this policy);

(v) Payments in lieu of earnings such as unemployment and disability compensation, workers' compensation and severance pay (except as otherwise provided in this policy):

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

(vii) All regular pay, special pay and allowances of a member of the armed forces (except as otherwise provided in this policy)

2. ADJUSTED FAMILY INCOME – Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:

A. A deduction of $480.00 for each member of the family (other than head of household or spouse) who is:

- 17 years of age or younger or
- Eighteen (18) years of age and a verified full-time student and is disabled or handicapped according to this Section.

B. A deduction of $400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.

C. The sum of the following, to the extent the sum exceeds three percent of annual income:

- Un-reimbursed medical expenses of any elderly family or disabled family;

- 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 of auxiliary apparatus.

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

spouse/other adult in the home not employed, family will not be eligible for this childcare deduction).

E. Earned Income of Full-Time Student: The first $480 of earned income of a full-time student.

Note: If the total income less the above allowances results in a rent less than the established minimum rent, as defined in Chapter 6, paragraph 42, the resident's rent will be minimum rent.

3. ADULT – An adult is a person who has reached his/her 18th birthday or is under 18 years of age and married (not common law), or minors that have been emancipated by court action.

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

4. BREAK-INS – Break-ins mean bona fide attempts at burglary which are reported to the police department and are subject to verification by written police reports furnished by the tenant(s).

5. CHILD – A member of the family, other than the family head or spouse, who is under 18 years of age.

6. CHILDCARE EXPENSES – Childcare Expenses are amounts anticipated to be paid by the family for the care of children under thirteen (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/her education and only to the extent such amounts are not reimbursed. In the case of childcare necessary to permit employment, the amount deducted must be verified and reflect reasonable charges and shall not exceed the amount of income received from such employment. The PHA will not normally determine childcare expenses as necessary when the household contains an additional unemployed adult who is physically capable of caring for the children. An example of an exception may be an unemployed adult that is not capable of caring for a child because of some type of disability and/or handicap. The head of household must document the disability/handicap that prevents the adult from providing childcare. The PHA reserves the right to request and confidentially maintain the Employer Identification Number (EID) and Social Security Numbers (SSN) as verification of the Childcare Provider.

7. CHILD CUSTODY - An applicant/occupant family who does not have full custody of a child/children may only claim a child as a dependent by the following:

A. The applicant/occupant must have primary custody of the child.

B. The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. The same child cannot be claimed by more than one applicant (i.e., counted more than once in order to make two (2) singles eligible).

8. COMMUNITY SERVICE – Every adult member of a family residing in public housing will be required to perform eight (8) hours of community service each

month, and/or participate in a self-sufficiency program for at least eight (8) hours every month. This requirement does not apply to elderly persons, disabled persons, persons already working, persons exempted from work requirements under state welfare to work programs, or persons receiving assistance under a state program that have not been found to be in noncompliance with such a program.

For the purposes of this policy, community service is the performance of voluntary 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 in which the resident resides. Political activity is excluded. Each adult resident of a public housing development shall be subject to the community service work requirement except individuals who are otherwise exempt. An exempt individual is:

A. 62 years of age;

B. Is a blind or disabled individual, as defined under 216(I)(1) or 1614 of the Social Security Act (42.U.S.C. 416(i)(1) 1382c, and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or is a primary caretaker of such individual.

C. Is engaged in work activity of 30 hours or more per week;

D. Meets the requirements for being exempt from having to engage in a work activity under the state program funded under part A of Title IV of the Social Security Act (42.U.S.C. 601 et seq.) or under any other welfare program of the state in which the HA is located, including a state-administered welfare-to-work program; or

E. Is a member of a family receiving assistance or services under a state program funded under part A of Title IV of the Social Security Act (42.U.S.C. 601 et seq.) or under any other welfare program of the state in which the Public housing Agency is located, including a state administered welfare to work program, and has not been found by the state or other administering entity to be in noncompliance with such a program.

Except for residents exempted in preceding sections (A) – (E), each adult resident of a public housing development shall:

- Contribute 8 hours of community service (not including political activities),and/or
- Participate in an economic self-sufficiency program, as defined herein, for 8 hours per month.
- Perform 8 hours per month of combined activities as described in paragraphs 1 and 2 above.

9. 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 at traditional institutions and vocational training. An unborn child shall not be considered a dependent.

10. DISABLED PERSON – 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.

A person with disabilities means a person whom:

(1) Has a disability as defined in 42 U.S.C. 423;
(2) Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

(a) Is expected to be of long-continued and indefinite duration;
(b) Substantially impedes his / her ability to live independently, and
(c) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
(d) Has a developmental disability as defined in 42 U.S.C. 6001.

(3) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
(4) For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
(5) Means "individual with handicaps" as defined, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

The PHA may verify a person's disability only to the extent necessary to ensure that applicants are qualified for the housing for which they are applying; that applicants are qualified for deductions used in determining adjusted income; that applicants are entitled to any preference they may claim; and the applicants who have requested a reasonable accommodation/modification. A PHA may not require applicants to provide access to confidential medical records in order to verify a disability nor may the PHA require specific details as to the disability. The PHA may not ask what the specific disability is.

11. DISABILITY ASSISTANCE EXPENSE – Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a 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.

12. DISPLACED FAMILY – A family in which each member, or whose sole member, is a person displaced by government action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

13. ECONOMIC SELF-SUFFICIENCY PROGRAM – Any program designed to encourage, assist train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, employment training, work placement, basic skills training, education, English proficiency, work fare, financial or household

management, apprenticeship, and any program necessary to ready a participant to work (including a substance abuse or mental health treatment program), or other work activities.

14. ELDERLY FAMILY – A family whose head or spouse or whose sole member is at least sixty-two (62) years of age. It may include two or more persons who are at least sixty-two (62) years of age living together, or one or more persons who are at least sixty-two (62) years of age living with one or more live-in aides.

15. ELDERLY PERSON – A person who is at least sixty-two (62) years of age.

16. EMERGENCIES – Displacement by disaster, such as fire or flood; displacement by government action, domestic violence, displacement to avoid reprisals; displacement by hate crimes, or as further defined by the Director of Housing.

17. EXTREMELY LOW INCOME FAMILY – A family whose annual income doesn't exceed thirty percent (30%) of the median income for the area, as determined by HUD.

    At least forty percent (40%) of the admissions to the Public Housing Program in each fiscal year must be extremely low-income.

18. EXCESS UTILITY CHARGES – The resident will be required to pay the cost of utilities consumed in excess of the amounts shown on the Schedule of Excess Utility Charges (See utility allowance schedules)

19. EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS – The documents that must be submitted to evidence citizenship or eligible immigration status.

20. FAMILIAL STATUS – A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy (unit size) the same as single persons, and are only entitled to a one bedroom unit. Once the child is born and/or the custody is obtained, the family will qualify for a two-bedroom unit and authorized to transfer as outlined in the Transfer Section.

21. FAMILY – The term "Family" as used in this policy means:

    A family may be a single person or a group of persons. Discrimination based on familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation. By definition, a family must contain a competent adult of at least 18 years of age, or if under the age of 18 years has been declared emancipated by court order,

    The term family also includes: Elderly family, a family whose head or spouse or whose sole member is at least 62 years of age, disabled, or handicapped, near elderly family, disabled family, displaced person, single person who is not an elderly or disabled person, or a person with disabilities, the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement. Other persons, including members temporarily absent, a child temporarily placed in a foster care or a student temporarily away at college, may be considered a part of

the applicant family's household if they are living or will live regularly with the family.

Live-in aides may also be considered part of the applicant/tenant family's household. However, live-in aides are not considered family members and have no rights of tenancy or continued occupancy but are obligated to abide by the rules and policies as family members and guests.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity, as defined by North Carolina law, to execute a lease.

Note:

A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family may not be provided (for public housing and other project-based assistance) a housing unit with two or more bedrooms.

22. FEDERALLY-MANDATED INCOME EXCLUSIONS

A. Value of allotment provided to an eligible household under the Food Stamp Act of 1977.

B. Payments under the Domestic Volunteer Services Act of 1973 are excluded. These programs include:

VISTA – Volunteers in Service to America
RSVP – Retired Senior Volunteer Program
Foster Grandparents
Senior Companions Programs

C. Payments or allowances made under the Department of Health and Human Services' Low-income Home Energy Assistance Program.

D. Payments received under the programs funded in whole or in part under the Job Training Partnership Act (JTPA).

E. AmeriCorps Living Allowance (this falls under JTPS).

F. Indian Settlements/Trusts –

Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L 98-420,94 Stat.1785)

Income derived from the disposition of funds of the Grand River Bank of Ottawa Indians.

The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commissions or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.

G. Title IV of the Higher Education Act of 1965 – Amounts of scholarships funded under Title IV, including awards under the Federal Work Study Program or under the Bureau of Indian Affairs Student Assistance.

H. Agent Orange Settlements – Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation. (M.D.L. No.382 E.D.N.Y.)

I. Childcare and Development Block Grant Act of 1990 – 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.

J. Earned Income Tax Credit Refunds

K. Title V of the Older Americans Act –

Payments under Title V are excluded. This is the Senior Community Service in Employment Program (SCSEP) funded through the Department of Labor.

These programs are administered by national contractors such as:

> Green Thumb
> US Forest Services
> NCOA – National Council on Aging
> Urban League
> AARP – American Association of Retired Persons
> National Council of Senior Citizens (Sometimes called Senior Aides)
> NCBA – National Caucus for Black Aged
> National Association for the Spanish Elderly

State coordinators for Title V can provide the list of additional contractors who administer Title V.

Even if there is 90% federal and 10% local funding, 100% of the income funded through Title V is excluded.

23. FLAT RENTS – The Housing Authority of the City of High Point (PHA) has established Flat Rents. Each year public housing families may choose to have their rent based on the Flat Rent formula.

The PHA has adopted a flat rent for each public housing unit in an amount that is posted in the Central Office and Property Management Offices. A copy of the flat rent schedule shall be provided to any resident upon request. Flat rents will be subject to periodic change without prior notification to the residents. Families may choose to have their rent based on their income or pay the flat rent established for their dwelling. Families that have chosen to pay the flat rent shall have their income re-examined at three-year intervals. In the event the resident experiences a decrease in income and would experience a hardship, as defined in Chapter 6, if they were required to continue to pay the flat rent, the resident may report the change and request that their rent be changed to an income based. Unless the head of household specifies in writing, the PHA will automatically switch a family from an income based rent to a flat rent and from a flat rent to an income based rent when it appears that the family would qualify and when it would result in the resident paying the lowest monthly rental amount. (Refer to Appendix 1)

24. FOSTER CHILDREN – With the prior written consent of the PHA, a foster child may reside on the premises. The factors considered by the PHA in determining whether or not consent is granted may include:

A. Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
B. The PHA's obligation to make reasonable accommodation for handicapped persons.

25. FULL-TIME STUDENT – A member of a family (other than the head of household or spouse) who is carrying a subject load which is considered full-time for students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with diploma or certificate program, as well as an institution offering a college degree. Verification will be supplied by the attended educational institution.

26. HANDICAPPED INDIVIDUAL – A person having 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.

"Physical or mental impairment" includes – any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems; neurological: musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hernia and lymphatic; skin; and endocrine; or

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

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

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

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

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

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

27. HARDSHIP (MINIMUM RENT) EXEMPTION/SUSPENSION – Financial hardship status (suspension) will be granted immediately upon request to families for a period of 90 days, pending verification of one or more of the following circumstances:

A. The family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State, or Local assistance program.
B. The family would be evicted as a result of the imposition of the minimum rent.
C. The income of the family has decreased due to changed circumstances, including loss of employment;
D. A death in the household has occurred; and
E. Other circumstances as may be determined by the U.S. Department of Housing and Urban Development or the Housing Authority have occurred.

When a family requests a hardship exception from the minimum rent (as defined in Chapter 6, paragraph number 42, and the rent is suspended immediately. All suspended rent will result in an investigation to determine if the hardship will be short term or long term. Short term hardship is defined as – "at least one of the five circumstances mentioned herein applies to the family and it can be verified that a hardship exists, but the circumstances are likely to be temporary) not more than 90 days.)" The family will be provided a 90-day grace period that will result in the family not paying rent.

After the 90-day grace period has expired the family is responsible for repaying the suspended minimum rent unless it is determined the hardship is a long-term hardship. A reasonable repayment agreement must be offered. A long-term hardship is defined as "*at least one of the five circumstances mentioned herein applies to the family and it can be verified that a hardship exists with the circumstances likely to exist for more than 90 days*." The minimum rent is suspended until the circumstances change in such a way that they no longer qualify for a hardship exemption. Long- term hardship exemptions are not subject to a repayment agreement.

28. HAZARDOUS DUTY PAY – Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

29. HEAD OF HOUSEHOLD – The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

30. HOUSING QUALITY STANDARDS (HQS) – Standards for safe and habitable housing established by Department of Housing and Urban Development and the Housing Authority. The PHA will maintain public housing units in compliance with HQS standards that meet or exceed HQS.

31. IMPUTED WELFARE INCOME – The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction is a reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program: or because of welfare agency sanction agency a family member for noncompliance with a welfare agency requirement to participate in an economic self sufficiency program.

A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency) plus the total amount of other annual income.

The amount of the imputed welfare income is offset by the amount of additional income a family received that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

The PHA may not include imputed welfare income in annual income if the family was not assisted resident at the time of sanction.

32. INCOME EXCLUSIONS – Annual income does not include such temporary, non-recurring or sporadic income as the following:

- Income from employment of children (including foster children) under the age of 18 years.

- 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).

- 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.

- Amounts received by the family specifically for or in reimbursement of, the cost of medical expenses for any family member.

- Income of a live-in aide.

- The full amount of student financial assistance paid directly to the student or to the educational institution.

- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

Amounts received under training programs funded by HUD.

(a) 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).
(b) Amounts received by a participant in other publicly assisted programs that are specifically for or to reimbursement of out-of-pocket expenses incurred (special equipment, clothing transportation, child care, etc.), and which are made solely to allow participation in a specific program.
(c) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed $200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services

may include, but are not limited to, fore patrol, hall monitoring, lawn maintenance, and resident initiative coordination and a tenant serving as a member of the PHA's governing Board. No resident may receive more than one such stipend during the same period of time.

(d) 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.

- Temporary, nonrecurring or sporadic income (including gifts.)

- 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.

- Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of household and spouse).

- Adoption assistance payments in excess of $480 per adopted child.

- Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

- 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.

- Amounts paid by a state agency to a family with a member who has a developmental disability and is living a t home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

- Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

33. INCOME TARGETING – (See Chapter 3, De-concentration Plan on Page 6)

34. INFANT – A child under the age of two years.

35. INTERIM REDETERMINAITON OF RENT – Changes of rent between admissions and reexaminations and the next succeeding reexaminations.

36. INS – The United States Immigration and Naturalization Service.

37. LIVE-IN-AIDE – A person who resides with an elderly person, a near elderly person, or a person with disabilities.

- Is determined by the PHA to be essential to the care and well-being of an elderly person, a near elderly person, or a person with disabilities.

- Is not obligated for support of the person(s). The PHA does not have to provide a separate bedroom. Living room may be used as a sleeping room.

- Would not be living in the unit except to provide supportive services. The income of a Live-in aide that meets these requirements is not included as income to the tenant family.

- Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements for live-in aide described above. They must also sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family.

A live-In-Aide will be required to meet PHA's screening requirements with respect to past behavior and must be supported with a statement from a knowledgeable professional to substantiate the need. The live-In Aide must be approved in advance. The PHA has the right to disapprove a request for a live-in aide based on eligibility criteria especially:

(a) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors;
(b) Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which would adversely affect the health safety, or welfare of other residents or staff or cause damage to the unit or the development; and
(c) A record of eviction from housing or termination from residential programs.

- Live-In aides are not subject to Non-Citizen Rule Requirements.

38. LOWER INCOME FAMILY – a family whose annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD.

39. MEDICAL EXPENSE – Those necessary medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of annual income, are deductible from income by elderly families only.

40. MILITARY SERVICE – Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.

41. MINIMUM RENT – The minimum rent, also referred to as the "statutory minimum rent", for families whose head or spouse is elderly, disabled or handicapped will be $25 per month. For other families and/or individuals, the minimum rent will be $50 per month.

42. MINOR – A “minor” is a person under eighteen years of age. Provided, that a person under eighteen years of age and has been declared “emancipated” by court action shall not be considered a minor. (An unborn child may not be counted a minor).

43. MIXED FAMILY – A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

44. MONTHLY ADJUST INCOME – One-twelfth of Adjusted Annual Income.

45. MONTHLY INCOME – One twelfth of Annual Income. For purpose of determining priorities based on an applicant’s rent as a percentage of family income, family income is the same as monthly income.

46. NATIONAL – A person who owes permanent allegiance to the United States, for example, as a result of birth of a United States territory or possession.

47. NEAR ELDERLY – A family whose head or spouse or “sole member” is at least fifty years of age, but below the age of sixty-two.

48. NET FAMILY ASSETS – Net Family Assets means the net cash value after deducting reasonable costs that would be incurred in disposing of real property, checking and savings accounts, stocks, bonds, cash on hand, and other forms of capital investment, excluding interest in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income.) In determining Net Family Assets, this PHA shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or Tenant received important consideration not measurable in dollar terms.

49. NONCITIZEN – A person who is neither a citizen nor national of the United States.

50. OVERINCOME FAMILY – A family whose annual income is more than eighty percent (80%) of the median income for the area, as determined by HUD.

51. PERMANENT ABSENCE OF ADULT MEMBER

If the Head of Household leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the HA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the

verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated.

- Absence due to Incarceration. If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for more than 180 consecutive days. The HA will determine if the reason for incarceration is for drug-related or violent criminal activity.

- Foster Care and Absences of Children. If the family includes a child or children temporarily absent from the home due to placement in foster care, the HA will determine from the appropriate agency when the child/children will be returned to the home.

  Familial Relationships - The following verifications will always be required if applicable:

  (a) Verification of relationship: Official identification showing names
  Birth Certificates
  Baptismal certificates

  (b) Verification of guardianship is: Court-ordered assignment
  Affidavit of parent
  School records
  Verification from social service agency

- Verification of Permanent Absence of Adult Member. If an adult member who was formerly a member of the household is reported permanently absent by the family, the HA will consider any of the following as verification:

  (a) Husband or wife institutes divorce or legal separation action.
  (b) Notarized affidavit of Head of Household.
  (c) Order of protection/restraining order obtained by one family member against another.
  (d) Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
  (e) Statements from other agencies such as social services
  (f) If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

52. PET POLICY – A resident may own or have present, a common household pet in accordance with the Pet Policy established by the Housing Authority of the City of High Point. (Refer to Appendix # 3 for Pet Policy.)

53. PHASE-IN PERIOD OF NEWLY EMPLOYED INCOME

There will be a two-year phase-in period in any rent increases for a newly employed family. This phase-in applies when incomes of newly employed

families, (and have been unemployed for at least one year) increases and there is a resulting increase in rent and their rental contribution. For the initial 12-month period, the family's rent will not be increased. For the second 12-month period, the family's rent can be increased by the amount representing up to 50 percent of the total rent increase normally applicable in the absence of this provision. In the third year, the balance of the rent increase can be phased in.

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

The disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies for a maximum of twelve months for a disallowance of one hundred percent (100%) of income, and a maximum of twelve months for disallowance of fifty percent (50%) of income during the 48-month period starting from the initial exclusion.

54. PUBLIC HOUSING AUTHORITY (PHA) – Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.

55. RECERTIFICATION – Re-certification is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.

56. REEXAMINATION DATE – The date on which any rent change is effective would be effective if required as a result of the annual re-examination of eligibility rent. The re-examination date is the anniversary date of admission.

57. REMAINING MEMBER OF THE RESIDENT FAMILY – The person(s) of legal age remaining in the public housing unit after the person(s) who signed the lease has (have) left the premises, other than by eviction, which may or may not normally qualify for assistance on their own circumstances. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming eligible for subsidized housing as a remaining family member. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit.

The PHA will not hold remaining family members (other than head or spouse) responsible for any portion of the arrearage incurred prior to the remaining member attaining age 18.

Any person who claims himself / herself as a remaining member shall, in the event that the PHA declares him / her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that she is not considered to be a remaining member of the household. This grievance process must be requested in writing within ten days from the date of the departure of the head of household by the person requesting remaining member status. In the interim time between the time of the request for the grievance process and the

decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the PHA under the same provisions as those relating to tenants escrow account with the PHA under the same provisions as those relating to tenants requesting a grievance hearing relating to rent under the grievance process. The PHA does not recognize the person as a tenant by giving him or her opportunity for a grievance hearing. A remaining member shall not be considered to be a tenant until such time as a new lease is executed by the PHA and the person granted tenant status after the verification status.

58. RESIDENT CHOICE – Families may choose rental payments annually based on either a flat rent or the income-based rental method. Tenants may choose to pay the income-based rental payment, which does not exceed 30 percent (30%) of their adjusted monthly income.

    Families choosing the flat rent have their incomes reviewed every three years. In the event a family's income decreases due to financial hardship, tenants may elect to pay an income-based rent because the higher flat rent is no longer affordable.

59. SINGLE PERSON - A person who lives alone, or intends to live alone and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.

60. SPOUSE – A spouse is the legal husband or wife of the head of the household.

61. TANF – Temporary Assistance to Needy Families.

62. TEMPORARILY ABSENT FAMILY MEMBERS – Any person(s) on the lease that is not living in the household for a period of more than thirty (30) days is considered temporarily absent.

63. TENANT RENT – The amount payable monthly by the Family as rent to the PHA. Where all utilities (gas, water and electricity) are supplied by the PHA, Tenant Rent equals Total Tenant Payment or minimum rent, as defined in Chapter 6, paragraph 42.

    The monthly rent that is payable by the tenant must be paid in full; no partial payments will be accepted.

64. TOTAL ANNUAL FAMILY INCOME – Total Annual Family Income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, four the 12-month period following the effective date of initial determination or re-examination of income, exclusive of certain other types of income specified in this policy.

    Total Annual Family Income includes, but is not limited to, the following:

    a. The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses):

b. Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining New 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 other assets from the operation of a business or profession will be included in Income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

c. Interest dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). An allowance for depreciation is permitted only as authorized in Paragraph b of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has Net Family Assets in excess of $5,000.00, Annual 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 payments 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 payment for the delayed start of a periodic payment; (excluding lump sum supplemental security income (SSI) and Lump Sum Social Security Benefits (SS).

e. Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay.

f. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts, including amounts received from any persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with the dwelling lease.

g. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances for dependents, etc.) received by a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit. (See definition of "Hazardous duty pay" on Page 21.)

h. Payments to the head of the household for support of a minor or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident member other than the head, who is responsible for his support.

i. Veterans Administration compensation (Service Connected Disability or Death Benefits.)

Residents that receive lump-sum payments that are included as income and fall in the categories listed above, (excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits, must report, in person, the income to the PHA within ten (10) calendar days after receipt of the funds.

Unreported Income: If a tenant fails to report income the tenancy may be terminated under the terms of the PHA's lease. If the unreported income was unintentional by the tenant, the tenant will be billed for the amount due the PHA on the next month's rent statement. If the payment cannot be made in one payment, the tenant may request the PHA to approve a repayment schedule. Any repayment agreement must be in writing and signed by the Tenant and a PHA representative.

65. TOTAL TENANT PAYMENT (TTP) – The TTP for families participating in the Public Housing Program must be the greater of:

- 30 percent (30%) of family adjusted income;
- 10 percent (10%) of family monthly income;
- The current minimum rent, as defined in Chapter 6, paragraph number 42.

66. UPWARD MOBILITY – Exemplary residents who meet the criteria for transferring to replacement housing.

67. UTILITIES – Utilities may include water, electricity, gas, other heating refrigeration and cooking, fuels, trash collection, and sewerage. Telephone and cable television service is not a utility.

In the event the Family exceeds the utility usage allowed by the HA, the family will be charged for the excess usage.

68. VERY LOW-INCOME FAMILY – A Very Low-Income Family means a family whose annual income does not exceed fifty (50% percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, as determined by the Department of Housing and Urban Development.

69. WAGE EARNER – A person in a gainful activity who received any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowance, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.

70. 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.

CHAPTER 7
(24 CFR 960.259)

APPLICATIONS AND OTHER REQUIRED FORMS

A. How to Apply – Families wishing to apply for Public Housing shall be required to complete an application and other required forms. All applications must be signed and dated by the applicant and spouse, and all adult family members, if possible.

Applications will be accepted at 500 E. Russell Avenue, High Point, North Carolina, 27260. On Tuesdays and Thursdays from 10:00 A.M. until 4:00 P.M. (excluding HPHA holidays).

Applications will be taken from elderly, handicapped, or disabled persons Monday – Friday from 10:00 A.M. to 4:00 P.M. (excluding HPHA holidays).

Individuals who have a physical impairment which would prevent them from completing an application in person may call the PHA to make special arrangements to complete their application. A telecommunication device for the deaf (TDD) (336-887-2661) is available for the deaf.

Applicants will be advised that they are required to keep the PHA advised at all times of their mailing address and the current family status. Applicants will be provided the opportunity to indicate a development preference they are interested in, however, offers will be made based on unit availability, mobility and family self-sufficiency. Applicants may simultaneously apply for all available programs with open waiting list.

If an applicant claims they did not receive a letter mailed by the PHA requesting the applicant to provide information or to attend an interview, the PHA will determine whether the letter was returned to the PHA. If the letter was not returned to the PHA, the applicant will be assumed to have received the letter.

B. Closing of Application Taking – If the PHA is taking applications, the PHA may suspend the taking of applications if the waiting list is such that additional applicants would not be able to occupy a public housing unit within the next 12 months period. Application taking may be suspended by the bedroom size, if applicable. The PHA will make known to the public through publication in a newspaper of general circulation, and other suitable means the fact that applications for public housing units are being suspended.

To reach persons who cannot read the newspapers; the PHA will distribute fact sheets to the broadcasting media.

C. Opening of Application Taking – When the PHA decides to start taking applications; the waiting list may be opened by bedroom size.

The PHA will make known to the public through publication in a newspaper of general circulation, and other suitable means the availability and nature of housing assistance for eligible families.

The Notice must contain the following:

- The PHA will publish the date applications will be accepted and the location where applications can be completed.

- Briefly describe the Public Housing Program.

- To reach persons who cannot read the newspapers, the PHA will distribute fact sheets to all the broadcasting media.

D. Informal Review

1) If the PHA determines that an applicant does not meet the criteria for receiving public housing assistance, the PHA 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 ten (10) business days of the denial. The PHA will describe how to obtain the informal review.

   The informal review may be conducted by any person designated by the PHA, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be provided the opportunity to present written objections to the PHA's decision. The PHA must notify the applicant of the final decision within fourteen (14) calendar days after the informal review, including a brief statement of the reasons for the final decision.

2) The participant family may request that the PHA provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or within thirty (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 thirty (30) days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

E. Reinstatement of Denial Application

An applicant file may be reinstated for good cause (example, PHA error) or as a result of a hearing. Reinstatement must be approved by the Vice President of Asset Management/Operations or his/her designee.

CHAPTER 8
(24 CFR 960.201 & 208)

APPLICANT SCREENING / SELECTION CRITERIA

The PHA conducts extensive screening of applicants prior to providing assistance, which includes, but not limited to, the following: reviewing criminal records, sex offender registration, credit history, and landlord references, checking with probation officers, and local social service providers. Applicable screenings will be conducted for all household members, 16 years of age or older.

The PHA will admit residents to its low income developments, applicants who at the time of admission who, meet all of the following requirements:

(1) Who qualify as a family as defined by the PHA in this policy.

(2) Whose annual income does not exceed the applicable income limits for admission as established by the U.S Department of Housing and Urban Development.

(3) Whose family composition conforms to the occupancy standards that are appropriate to the vacant unit?

(4) Whose past performance in meeting financial obligations, especially rent, is satisfactory?

(5) Who have no record of the disturbance of neighbors, destruction of property, living or housekeeping habits from prior residences that would adversely affect the health, safety or welfare of other residents or the community?

(6) Who have no history of criminal activity involving crimes of physical violence to persons, property, or criminal acts that would adversely affect the health, safety or welfare of other residents of the community?

(7) Who are not currently using illegal drugs or currently abusing alcohol. If the PHA determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents, the PHA may waive this requirement if:

The PHA may waive this policy if the person demonstrates to the PHA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and and has one year or less of being eligible to apply:

- Has successfully completed a supervised drug or alcohol rehabilitation program for a period of one year, and/or
- Is participating in a supervised drug or alcohol rehabilitation program,
- And provide supporting documentation from knowledgeable professional.

NOTE

The above list is not intended to be all inclusive. Applicants may be denied admission if the PHA has reason to believe that the conduct of the applicant would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare

1. Who are at least 18 years of age or older. If under the age of 18, the applicant must submit proof of emancipation.

2. Who do not owe rent or other charges to any PHA or to any Section 8 Program. If the applicant owes any PHA money from previous occupancy (move-out balance debt), this debt must be paid prior to the applicant's application being approved for housing.

3. Who have not had their lease terminated by the PHA within the past three (3) year period. After the three (3) year period has elapsed, the Director of Housing or his designee will review applications prior to their approval.

4. Who provide a Social Security number for all family members or can document and certify that they do not have a Social Security number. Failure to provide documentation or verification of a social security numbers within 60 calendar days of an executed certification, may result in denial or termination of assistance.

5. Who are citizens or non-citizens who have eligible immigration status in one of the following categories?

(a) A non-citizen lawfully admitted for permanent residence, as defined by section 101(a)(20) of Immigration and Nationality Act (INA), as 1101(1)(20 and 110(a)(15), respectively (immigrants). This INA (8 U.S.C. 1160 or 1161), (Special agricultural worker) who has been granted lawful temporary resident status).

(b) A non-citizen who entered the U.S. before January 1, 1972 or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the (INA)(8 U.S.C.1259)

(c) A non-citizen who is lawfully present in the U.S. pursuant to an admission under Section 207 of the INA (9 U.S.C. 1157 (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203 (a)(7) of the INA (8 U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion, or because of being uprooted by catastrophic national calamity;

(d) A non-citizen who is lawfully present in the U.S. as a result of an exercise or reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(2)(5) parole status);

(e) A non-citizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under section 2543(h) of the INA (8 U.S.C. 1253(h) threat to life or freedom; or

(f) A non-citizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1255A) (amnesty granted under INA 245A)

During screening the PHA will require applicants to demonstrate ability to comply with essential provisions of the lease as summarized below:

1. All applicants must demonstrate through an assessment of current and past behavior of the ability:

   (a) To pay rent and other charges as required by the lease in a timely manner;
   (b) To care for and avoid damaging the unit and common areas;
   (c) To use facilities and equipment in a reasonable way;
   (d) To create no health, or safety hazards, and to report maintenance needs,
   (e) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
   (f) Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or off the premises;
   (g) To comply with necessary and reasonable rules and program requirements of HUD and the PHA;
   (h) To comply with health and safety codes.

2. The PHA will check the applicant's ability to comply with essential lease requirements.

   (a) Applicant ability and willingness to comply with the essential lease requirements will be checked in accordance with PHA's applicant screening. Information to be considered in completing applicant screening shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing.

   (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

      - Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;

      - Adversely affect the physical environment or financial stability of the project;

      - Violate the terms and conditions of the lease;

- Require services from PHA staff that would alter the fundamental nature of PHA's program.

(c) PHA will conduct a detailed interview of all applicants using an interview checklist. The checklist is part of the screening procedures used in support of this policy.

(d) Payment of funds owed to any PHA is part of the screening evaluation. Payment of outstanding balances is an opportunity for the applicant to demonstrate an improved track record. Any balance owed to any PHA for any program must be paid in full prior to the applicant being determined eligible for assistance.

(e) PHA will complete a criminal background and sex offender registration check on all applicants including other family members 16 years of age and older.

3. Screening applicants who claim mitigating circumstances.

If unfavorable information is received about an applicant, consideration shall be provided time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be factored into PHA's screening assessment of the applicant, mitigating circumstances must be verified.

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which when verified, would indicate both:

- The reason for the unsuitable rental history and/or behavior;
- That the reason for the unsuitable rental history and behavior is no longer in effect or is under control and applicant's prospect for lease compliance is an acceptable one, justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, PHA shall have the right to refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. PHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquires will be limited to the information necessary to verify the mitigating circumstance or, in the case of a person with disabilities to verify a reasonable accommodation.

Examples of mitigating circumstances include, but are not limited to:

- Evidence of successful rehabilitation;
- Evidence of the applicant family's participation in social service or other appropriate counseling service;

- Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The PHA will consider the following circumstances:

- The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
- The applicant's overall performance with respect to all the screening requirements; and
- The nature and seriousness of any criminal activity, especially drug-related criminal activity that appears on the applicant's record.

4. Qualified and Unqualified Applicants

Verified information will be analyzed and a determination made with respect to:

- Eligibility of the applicant as a family;
- Eligibility of the applicant with respect to income limits for admission;
- Eligibility of the applicant with respect to citizenship;
- Unit size required for the family:
- Preference category (if any) to which the family is entitled;
- Qualification of the applicant with respect to the Applicant Selection Criteria.

Families determined to be qualified will be notified by the PHA of the approximate date of occupancy insofar as that date can be reasonably determined. However, the date provided by the PHA does not mean that applicants should expect to be housed by that date. The availability of a suitable unit to offer a family is contingent upon factors not directly controlled by the PHA, such turnover rate, and market demands as they affect bedroom sizes and project location.

Assistance to a family may not be delayed, denied or terminated on the basis of the family's ineligible immigration status unless and until the family completes all the verification and appeals processes to which they are entitled under both INS and PHA procedures.

Applicants determined ineligible, he/she will be so informed and the reasons stated in writing. The applicant will be granted ten (10) days from the date stated on the ineligible letter to request an informal review. The applicant may bring any person he/she wishes to represent them at the informal meeting. The request for an informal review shall be submitted in writing and received by the PHA within the time frame established by the PHA for the review.

5. Violence Against Women Act: Applicants & Residents

Violence Against Women Act (VAWA) and Department of Justice Reauthorization Act of 2005 (VAWA). VAWA prohibits the eviction of, and

removal of assistance from, certain persons receiving public housing assistance if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925). (PIH 2006-23)

The PHA shall not:

- Terminate a tenancy;
- Failure to renew a tenancy;
- Refuse to enter into a rental agreement; or otherwise retaliate based substantially on:

(1)The tenant, applicant, or household members status as victim of domestic violence, sexual assault or stalking, or

(2) Tenant or applicant having terminated a rental agreement earlier under N.C.G.S 42-45.1.

PHA must change locks on a dwelling unit after written request by a “protected tenant”.

CHAPTER 9

(24 CFR 960.600 & 607; PIH Notice 2003-13)

COMMUNITY SERVICE

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), or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement. All activities must be approved by the HPHA.

2. Exemptions

The following adult family members of tenant families are exempt from this requirement:

A. Age 62 years or older.

B. Blind or disabled (as defined under 216 or 1614 of the Social Security Act 42 U.S.C. 416; 1382) and who certify that because of this disability they are unable to comply with the service provisions or primary caretakers of such individuals.

C. Engaged in work activities as defined in section 407 (d) of the Social Security Act 42 U.S.C. 607 (d), specified below:

- Unsubsidized employment;
- Engaged in work activity of 30 hours or more per week;
- Subsidized private-sector employment;
- Subsidized public-sector employment;
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
- On-the-job-training;
- Job-search and job-readiness assistance;
- Community service programs;
- Vocational educational training (not to exceed 12 months with respect to any individual);
- Job-skills training directly related to employment;
- Education directly related to employment in the case of a recipient who has not received a high school diploma or an equivalency;
- Satisfactory attendance at secondary school or in a course of

study leading to a certificate of a general equivalence, in case of a recipient who has not completed secondary school or received such a certificate.

- The provision of childcare services to an individual who is participating in a community service program.

D. Individuals exempted from work activities by a state program funded under the Social Security Act or by any other state welfare program.

E. Individuals receiving assistance who have not been found to be in noncompliance with state or TANF requirements.

3. Notification of the Requirement

Initial notice of the community service requirement will be provided to all applicants at the time of application. The PHA shall identify all adult family members who are apparently not exempt from the community service requirement.

The PHA shall notify all such adult 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 PHA 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 10/1/03. 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.

4. Volunteer Opportunities

Community service includes performing work or duties for 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 PHA will coordinate with social service agencies, local schools, and the Residents Executive Council (REC) in identifying a list of volunteer community service positions.

5. The Process

At the first annual reexamination on or after October 1, 2003, and each annual reexamination thereafter, the PHA 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 case manager who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The case manager will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

E. Ninety (90) days before the family's next lease anniversary date, the case manager and the manager will advise the High Point Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

6. Notification of Non-compliance with Community Service Requirement

The PHA will notify any family non-compliant 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;

7. Opportunity for Cure

The PHA 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. Only one cure is allowed per 24-month period. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The case manager 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 PHA shall take action to terminate the lease.

CHAPTER 10
(24 CFR 982.552 & 553; 24 CFR 5.850 & 5.857)

GROUNDS FOR DENIAL OF ADMISSION

The PHA is not required nor obligated to assist families who:

- Owe rent, other amounts, or judgments to any PHA or any other federally subsidized housing program, the applicant will be declared ineligible. At the PHA's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.

- Have previously been evicted from any public housing authority or terminated from any Section 8 Program from any housing authority within (3) three years other than evictions that constitute the (5) five year waiting period described in below.

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

- Do not supply information or documentation in a timely manner;

- Have failed to respond to a written request for information or a request to declare their continued interest in the program;

- Have a history of not meeting financial obligations, especially rent;

- Do not have the ability to maintain,

- Did not provide information required within the time frame specified during the application process.

- Convicted of drug-related criminal activity or violent criminal activity. The PHA shall prohibit admission to any household that includes any individual who is subject to a lifetime sex offender registration program.

- The PHA may prohibit admission of a household to the program if the PHA determines that any household member is currently engaged in, has engaged in, has been convicted or charged within (5) years of the disposition of the criminal activity:

  (1) Drug-related criminal activity;
  (2) Violent criminal activity;
  (3) Other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or
  (4) Other criminal activity which may threaten the health or safety of the owner, PHA employees, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).

(6) Fugitive felon or parole violator if a tenant is:

- Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- Violating a condition of probation or parole imposed under Federal or State law.

- Evidence of criminal activity. The PHA may deny assistance for criminal activity by a household member as authorized in this section if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

- Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits that may adversely affect the health, safety or welfare of the other tenants.

- Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity that may adversely affect the health, safety or welfare of residents.

- The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresenting of income, family composition or any other information affecting eligibility will result in the family being declared ineligible. In the event that misrepresentation is discovered after admission, the lease may be terminated for such misrepresentation.

The applicant and all adult members at least 16 years of age must sign a release allowing the PHA to request a copy of a criminal and/or credit report. If the PHA uses the information to deny or terminate assistance the PHA must provide a copy of the information used.

If an applicant who has been denied admission demonstrates to the satisfaction of the PHA that; he or she has successfully completed a rehabilitation program approved by the PHA, is no longer engaging in alcohol or drug related activities; and the person has less than one (1) year before being eligible to apply, the Director of Housing or his/her designee can waive this requirement If applicant:

- Has successfully completed a supervised drug or alcohol rehabilitation program;

- Has otherwise been rehabilitated successfully;-and/or

- Is participating in a supervised drug or alcohol rehabilitation program.

NOTE

The above list is not intended to be all inclusive, Applicants may be denied admission if the PHA has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial ability of the project if the applicant were admitted to the project.

If an applicant is denied admission, the PHA will notify the applicant, in writing, of its determination and inform the applicant that they have an opportunity for an informal meeting on such determination. The denial letter will allow the applicant ten (10) business days to request in writing an Informal Review with the PHA. The applicant may bring any person he/she wishes to represent them at the informal meeting.

As a general rule, applicants will be denied admission to Public Housing for the following time frames, which shall begin three years prior to the date of application or three years from the date of eviction, unless otherwise provided for herein below. Mitigating circumstances may be evaluated by the Director of Housing or his/her designee and as a result, admission maybe granted on a case-by case basis.

Applicants may be denied admission for three (3) years the following reasons:

- Past rental record
- Bad rent paying habits
- Bad housekeeping habits, in and outside the unit
- Damages
- Disturbances
- Unauthorized Live-ins

Applicants may be denied admission for five (5) years for the following:

- Fraud (giving false information on the application is considered fraud).
- Destroying or defacing the property of the PHA purposely.
- Persons evicted from Public Housing, Indian Housing, Section 8, or Section 23 Programs from any housing authority because of drug-related criminal activity are <u>ineligible for admission to Public Housing for a five-year (5) period beginning on the date of such eviction if not a habitual offender.</u>
- An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period.

- Drug use without evidence of rehabilitation.

- Conviction for Drug Trafficking. Admission to be denied for a period of five (5) years from the date of conviction.

- Documented gang member/ gang activity

Admission will be denied for life to any person who is subject to lifetime registration requirement under a State Sex Offender Registration Program.

Admission will be denied for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”) on the premises of federally assisted housing. ‘Premises’ is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

CHAPTER 11

(24 CFR 960.203; Public Housing Occupancy Guidebook)

ORIENTATION AND SCREENING

A. Standards for Determining Suitability for Public Housing

1. A thorough evaluation of applicants is one of the PHA's most important jobs. It is essential in maintaining well-managed communities.

2. The HPHA will determine the applicant's suitability

B. Methods of Public Housing Applicant Evaluation:

The PHA's Applicant Screening Committee may interview the applicant. The committee may conduct a personal interview with the applicant and all adult members listed on the application. Applicants may be evaluated on information pertaining to history of income, employment, landlord and rent paying references, credit, criminal and drug-related background and the ability to live as a productive member of a community. All applicants may be asked to answer a list of standard questions. The committee may approve or deny the applicant for housing assistance based on the information obtained during the eligibility determination, interview and third party verifications.

The Applicant Screening Committee may be composed of PHA staff, residents and members of the community.

The Applicant Screening Committee may require a home visit. Focus will be on identifying behavior that would pose a health hazard, property damage, or a nuisance to other residents.

C. The PHA Screening Committee may deny admission to applicants for public housing who have a history of:

- Bad debt to other PHA's;
- Disturbing the neighbors or abusive actions at the time of the interview;
- Housekeeping habits which may adversely affect the safety, health or welfare of other tenants;
- The PHA will consider the applicant's criminal record;
- Applicants with drug-related or violent criminal activity evictions within the past (5) five years.

- The Screening Committee has reasonable cause to believe an applicant is currently using an illegal controlled substance or is currently abusing alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

CHAPTER 12
(Public Housing Occupancy Guidebook)

OCCUPANCY GUIDELINES

It is the PHA's policy that families of the appropriate size should occupy the units. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or under-utilization.

The following general unit maximum and minimum number of persons per unit will govern the assignment of a family of a provided size and composition. These are only guidelines and the maximums may be exceeded at the request of the family, or because of the square footage of a specific unit.

Occupancy Guidelines Chart		
No. of Bedrooms	Min. Persons / Unit	Max. Persons / Unit
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	5	10
6 BR	6	12

Exceptions to the maximum standards may be made in case of reasonable accommodations for a person with disabilities, emergencies, and at the discretion of the Director of Housing or his designee. Further, the PHA has the right to permit families exceeding the maximums shown above to occupy units when they request such occupancy, and when PHA determines that the unit in question is large enough.

Families may choose to be placed on the waiting list for a bedroom size smaller than that designated on the chart. A family that chooses to occupy a smaller size unit must agree not to request a transfer until their family size changes.

Families will not be placed on the waiting list for a larger unit unless there is a verifiable medical reason or reasonable accommodation that requires that the family be placed in a larger size unit.

Dwelling units will be assigned so that:

- It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom. Exceptions may be made for infants and young children or at the request of the family.

- For verified reasonable accommodations, an additional bedroom may be provided.

- Children of opposite sex, three (3) years or older, may not be required to share a bedroom <u>except at the request of the family</u>.

- A single head of household parent shall not be required (but may choose) to share a bedroom with his/her children over the age of 3.

IMPORTANT: The above options will be discussed with each applicant family. Families will also be updated as to the status and movement of the various waiting lists and sub-lists maintained by the PHA. Families shall be asked to declare in writing the waiting list on which they wish to be placed. If a family opts for a smaller unit size than would normally be assigned under the above standards (for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy until their family size or circumstances change.

CHAPTER 13
(Public Housing Occupancy Guidebook)

TENANT SELECTION AND ASSIGNMENT PLAN

A. Organization of the Waiting List

It is the PHA's policy that each applicant shall be assigned his/her appropriate place on a centralized waiting list in sequence based upon date and time the application is received, suitable type or size of unit, and factors affecting preference. Preference factors are established in this policy in accordance with HUD regulations and are consistent with the objectives of Titles VI of the Civil Rights Act of 1974 and Title VII of the Civil Rights Act of 1968 and HUD regulations and requirements pursuant thereto. Exceptions to city-wide waiting lists will be permitted only to comply with Court Orders, Settlement Agreements, or when approved in advance by the Assistant Secretary for Fair Housing and Equal Opportunity. All applications will be maintained in order of bedroom size, preferences, and then in order of date and time of application; the application will be a permanent file; any contacts between the High Point Housing Authority and the applicant will be documented in the applicant file.

The primary goals of this plan are to:

1. Prohibit the concentration of low-income families in public housing.
2. Income targeting.

The Housing Authority of the City of High Point (PHA) may not concentrate very low-income families in public housing units in certain public housing projects or certain buildings within projects. The PHA will submit with its annual PHA plan and Admissions Policy designed to provide for de-concentration of poverty and income-mixing by bringing higher income tenant into lower income projects and lower income tenants into higher income projects. The PHA may offer incentives for eligible families having higher incomes to occupy dwelling units in projects predominantly occupied by eligible families having lower incomes and provide for occupancy of eligible families having higher income. The skipping of a family on the waiting list to reach another family to implement de-concentration will be utilized as permitted by HUD.

Not less than 40% of new families will have incomes at or below 30% of the area median income.

Other admissions will be at or below 80% of the area median income.

Fundability will be allowed only to the extent that relatively higher income families move into public housing units in census tracts having a poverty rate of at least 30%.

B. Method of Applicant Selection

The PHA will first match the characteristics of the applicant to the unit available, including any priorities for admission required for designated or mixed population housing. Applicable local preferences as described in this policy will then be used to determine the order of selection from the waiting list. Further, in the selection of a family for a unit with accessible features the PHA will give preference to families that include a person with disabilities who can benefit from the unit features.

The plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is Plan "B". Under this plan each qualified applicant first in sequence on the waiting list is made three offers of a unit of appropriate size. The applicant must accept the vacancy offered or be dropped to the bottom of the waiting list ("unless the refusal was for good cause").

Selection will be in such a manner as:

1) To avoid concentration of the most economic and socially deprived families in one or all of the developments operated by the PHA.
2) To preclude admission of applicants who habits and practices reasonably may be expected to have a detrimental effect on the residents or the environment.
3) To maintain a resident body in each development composed of families with a broad range of incomes and rent paying ability which is generally representative of the range of incomes of the low income families in the PHA's area of operation.
4) To give preference to applicants who are otherwise eligible for assistance and who at the time they apply for housing assistance, are living within the jurisdiction of High Point, NC.
5) To achieve both the goals of reducing poverty and income mixing in public housing the PHA will skip over certain applicants on the waiting list based on income to achieve the required percentage of the extremely low-income families.
6) Residency preferences will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

C. Order of Applicant Selection

The order of selection listed below is to be applied within the ranges of Income/Rent adopted by the HA:

First Preference:

Families who reside inside or whose head of household or spouse is employed or have been hired to work within the corporate limits of the City of High Point. This also includes graduates and/or participants in, education and training programs, provided the education or training program is designed to prepare individuals for the job market within the jurisdiction of High Point, NC. These families shall be ranked in accordance with the following criteria.

- Families that have been determined to be emergencies as defined as: "Displaced by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Director of Housing."

- Families who are paying more than 30% of their adjusted monthly income for rent and utilities. Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent established by this Housing Authority as defined in Chapter 6, paragraph 42, are not entitled to this preference.

- Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

- Families where the head or spouse is a veteran or in the service of the military of the United States of America.

Second Preference:

Families who do not reside inside the corporate limits of the City of High Point: These families shall be ranked in accordance with the following criteria.

- Families that have been determined to be emergencies as defined as: "Displaced by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Director of Housing."

- Families who are paying more than 30% of their adjusted monthly income for rent and utilities. Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent, as defined in Chapter 6, paragraph number 42, are not entitled to this preference.

- Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

- Families where the head or spouse is a veteran or in the service of the military of the United States of America.

Applicants will be selected by date and time of application for both first and second preference and within each ranked category shown.

D. Acceptance/Refusal of offer

The applicant must accept the vacancy offered within three (3) working days of the date the offer is communicated by mail, or be reoffered when their name reach the top of the list again (unless the rejection is for "good cause"). All applicants will be advised that the unit is being offered to multiple applicants and will be awarded on a first come-first serve basis.

Each applicant will receive three offers before they are dropped to the bottom of the waiting list. (This does not necessary mean you will be offered a different area each time.)

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

Examples of good cause for the refusal of housing include, but are not limited to:

(1) Inaccessibility to source of employment or children's day care such that adult household member must quit a job, drop out of an educational institution or job training program;

(2) The family demonstrates to PHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining order, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone are not good cause.

(3) A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members or live-in aide (each as listed on final application) necessary to the care of the principal household member;

(4) The unit is inappropriate for the applicant's disabilities;

(5) An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing.

The applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified to PHA's satisfaction, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list.

The PHA 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.

Before offering a vacant accessible unit to a non-disabled applicant, the PHA will offer such units:

(1) First, to a current occupant of another unit of the same development under the PHA's control, having a disability that requires the special features of the vacant unit (in effect, a transfer of the occupant with disabilities from an un-adapted unit to the vacant accessible/adapted unit).

(2) Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the PHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

CHAPTER 14
(24 CFR 960.101)

LEASING AND OCCUPANCY OF DWELLING UNITS

It is the PHA's policy that all units must be occupied pursuant to a lease that complies with HUD's regulations.

Prior to making an offer for a unit the file for the applicant next on the waiting list will be reviewed by a staff member to determine the final approval.

Applicant folders will be processed at the PHA office to include initial intake, waiting list, management, screening, and offers of housing (including transfers) will be made by public housing staff.

Once the unit is shown and the applicant accepts the unit, public housing staff will execute a lease. If the applicant refuses the unit, the reason for refusal must be obtained. The public housing staff will make a "good cause" determination.

Changes in family composition, income, or status between annual re-examinations will be processed at the Property Management Office. Management shall not lease units to families whose occupancy will create an over or under housed situation, except as previously mentioned according to this policy.

The lease shall be signed by the head, spouse, and all adult members of the household accepted as a resident family and by an authorized representative of PHA, prior to actual admission.

If a resident transfers from one PHA unit to another, a new lease will be executed for the dwelling into which the family moves.

If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:

(1) A new lease agreement will be executed, or
(2) A Notice of rent Adjustment will be executed, or
(3) Any appropriate riders will be prepared and made a part of the existing lease, or any appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the Director of Housing or other authorized representative of the Housing Authority.

Only those persons listed on the lease shall be permitted to occupy a dwelling unit. Except for natural births to family members, any family seeking to add a new member must request approval in writing prior to the new member occupying the unit.

Following receipt of a family's request for approval to add a household member, the PHA will conduct a pre-admission screening of the proposed new member. Only new members approved by the PHA following the screening process will be added to the household. The results of screening shall be used to determine whether or not to admit the new member. Children born to a family member, children under the age below which Juvenile Justice records are not made available who are adopted by a family

member, or who are added through a kinship care arrangement are exempt from the pre-admission screening process. The exemption age specified in this paragraph is subject to change should the state or locality modify its laws concerning the availability of police or court records for juvenile offenders.

Examples of situations where the addition of a family member is subject to screening are:

(1) Resident plans to be married and files a request to add the new spouse to the lease.

(2) Resident is awarded custody of a child over the age for which juvenile justice records are available;

(3) Resident desires to add a new family member to the lease, employ a live-in-aide, or take in a foster child(ren);

(4) A unit is occupied by a remaining family member(s) under the age of 18 (and not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household.

Residents who fail to notify the PHA of additions to the household are in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. The PHA will consider such person's unauthorized occupants and the entire household will be subject to eviction.

Visitors may be permitted in a dwelling unit, provided they are reported to the Property Manager within three (3) consecutive days of their arrival or prior thereto. The manager may authorize visits not to exceed seven (7) calendar days within a 30-day period. Mitigating circumstances will require the approval of the Director of Housing or his/her designee. Visitors remaining beyond the period of authorization shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

Roomers and lodgers shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit. Violation of this provision is grounds for termination of the lease.

Residents must advise the PHA if they will be absent from the unit for more than seven (7) consecutive days. Residents are required to notify the manager and make arrangements to secure the unit and provide a means for the PHA to contact the resident in the event of an emergency.

CHAPTER 15

(24 CFR 903.2; Public Housing Occupancy Guidebook)

RESIDENT TRANSFERS

It is the PHA's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin, or familial status. Residents will be transferred to accommodate a disability. Transfers will be made within the same community unless there are no vacancies in the current community.

Transfers may be permitted to remove residents who are: Witnesses to crimes and may face reprisals (as documented by a law enforcement agency), Provide housing options to residents who are victims of hate crimes or extreme harassment, Alleviate verified medical problems that are verified by a licensed physician who certifies that the transfer is necessary to maintain or improve the resident's quality of health, permit modernization of units, or permit a family that requires a unit with accessible features to occupy such a unit. These addressed transfers shall take priority over new admissions. Each request will be evaluated on a case-by-case basis.

Requests for medical transfers will be made to the Senior Property Manager. The resident will provide the manager with the necessary verification and/or documentation to substantiate the need for a medical transfer. Medical transfers may also be initiated by the PHA, such as moving a person with mobility problems to a unit with accessible features.

Transfers within sites may be made to correct occupancy standards (over/under housed condition), and to address situations such as neighbor disputes that tare not criminal, but interfere with the peaceful enjoyment of the unit or common areas. These transfers will not take priority over new admissions.

Residents in an over/under housed status will be advised in their thirty (30) day "Notice of Results of Re-examination" that a transfer is recommended and that the family has been placed on the transfer list.

When a head of household, originally housed in a bedroom by him/her, has a child, the child may remain in the parent's bedroom until it is three (3) years of age. After the age of three (3) a transfer may be recommended. Exceptions: Spouse returns to the unit, marriage takes place, or family decides to remain in the unit. (Other than for births that occur during tenancy, the PHA's prior approval of additions to the household is required).

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

The Manager has the responsibility to obtain and document all pertinent information relative to a request for transfer.

Transfers must be approved by the Director of Housing or designee.

PRIORITIES OF TRANSFERS

Priority 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, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood. In the event an emergency transfer is needed, the resident will be required to take an appropriate size unit within any available public housing development .

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

Priority 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain High Point 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 High Point Housing Authority when a transfer is the only or best way of solving a serious problem.

Priority 4: Other administrative transfers. These transfers offer incentives to families through the site-based waiting list and the homeownership program.

1. 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.

2. Incentive and Upward Mobility/ Mobility Transfers

Transfer 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 developments have the opportunity to transfer to replacement and upward mobility housing. Families approved for such transfers will meet the following eligibility criteria:

Residents must:

- be evaluated and ranked against employed residents or elderly/disabled residents that have resided in public housing for at least (12) months;
- have excellent housekeeping (A home visit will be conducted for all Upward Mobility Program candidates);
- have excellent payment history for (12) twelve consecutive months
- be in good standing with the (HPHA) High Point Housing Authority; and
- not be on probation and owe any retroactive rents.

Rating and Ranking

Residents will be rated on length of residency, employment, and payment history. The rating process must measure all residents against the same eligibility criteria.

Once residents are selected based on the eligibility criteria, they will be ranked.

The Director of Housing or designee will determine the point in the order above which all applicants will be selected. This will normally be the point at which there is some meaningful distinction between the residents above and below that point. The eligible residents will be sent a letter of interest and requesting a home visit.

Selection

Because of the nature of the Upward Mobility Program and the fact that the selected residents' circumstances may change over the course of tenure, where practical, selection should be accomplished by the highest ranking of eligible residents.

A list of the best residents for upward mobility will be submitted to the Vice President of Asset Management or his/her designee. All prospective residents will be provided an overview of the program and its requirements, and be required to submit to a home visit.

After the selection, the highest ranking eligible resident will be notified of the selection in writing and offered the next available upward mobility unit.

Eligible residents for upward mobility will be required to:

- pay any additional security deposit to meet the required deposit for the offered unit; and
- agree to tenant paid utilities in the upward mobility units.

3. Processing Transfers

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

Transfers in Priorities 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in Priority 1 will be housed ahead of transfers in Priority 2 and Priority 3.

Transfers in Priority 4 will be housed along with applicants for admission.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed three (3) days to complete a transfer. The family may be responsible for paying rent at the old unit as well as the new unit if the family fails to move in the three-day period. The prorated rent and other including any additional security deposit owing must be paid the first of the following month or as determined by the manager.

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. (Ex. Physical medical reasons, hate crimes, etc.)

B. If the transfer is being made at the request of the High Point Housing Authority and the family rejects the offer without good cause, the High Point 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 High Point 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 de-concentration 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 not, without good cause and without penalty, turn down one offer that does not include de-concentration incentives. After turning down an offer without good cause, the family's name will be removed from the transfer list.

E. If the transfer is being made at the request of the High Point Housing Authority due to excessive damage such as fire, flood, etc and the unit has been deemed unsafe or uninhabitable. The family may not reject the unit, and if the family rejects the offer without good cause, the High Point Housing Authority will take action to terminate their tenancy. The family will not be allowed to enter the unit without the authorization of the HPHA.

4. 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.

E. When the transfer is needed because of acts of nature or action or inaction beyond the PHA's control.

The cost of the transfer will be borne by the PHA 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 PHA 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.

5. 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 PHA. This means the family must be in compliance with their lease, current in all payments to the PHA, and must pass a housekeeping inspection.

6. Transfer Requests:

The PHA will grant or deny the transfer request in writing within ten (10) calendar days of receiving the written 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.

7. Right of the PHA 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.

CHAPTER 16
(24 CFR 982.405; 24 CFR 966.4)

INSPECTIONS

An authorized representative of the High Point Housing Authority and the head of household 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 PHA's file and a copy provided to the head of household. An authorized PHA 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 PHA damages to the unit.

1. Move-in Inspections

   The PHA and the head of household 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 provided to the family and the original will be placed in the tenant file.

2. Annual Inspections

   The PHA will inspect each public housing unit annually to ensure that each unit meets the PHA's housing standards. Work orders will be submitted and completed to correct any deficiencies.

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.

   The PHA will also perform routine pest control treatments.

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 PHA.

5. Housekeeping Inspections

The PHA will conduct housekeeping inspections on 25% of sanitary conditions, or at other times as necessary.

6. Notice of inspection

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, Universal Physical Conditions Standards and housekeeping inspections the PHA will give the tenant at least two (2) days written notice.

7. Emergency Inspections

If any employee and/or agent of the PHA 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.

8. Preliminary Move-out Inspections

When a tenant gives notice that they intend to move, the PHA will schedule a pre-move-out inspection upon request by the family. The inspection allows the PHA 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 PHA to ready units more quickly for the future occupants.

9. Move-out Inspections

The PHA 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.

CHAPTER 17

(24 CFR 960.257; Public Housing Occupancy Guidebook)

ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL RE-EXAMINATIONS and REMAINING FAMILY MEMBERS

The U.S. Department of Housing and Urban Development has developed a new system for Housing Authorities to use to verify the income of their program participants. The Enterprise Income Verification (EIV) system provides comprehensive information about earnings from employment and other income for every household member, including minors. HPHA uses this information to verify the income information provided by the household. The new verification system also enables HPHA staff to identify fraudulent activity by providing data about income sources which have not been reported by the household.

A. Eligibility for Continued Occupancy

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

1. Qualify as a family as defined in this policy. (For purpose of continued occupancy remaining family members qualify as family. Remaining family members can also include court ordered emancipated minors under the age of 18).
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members each have Social Security numbers, or have certifications on file indicating they have no Social Security number.
4. Who are citizens or have eligible immigration status. Every member of a resident family must submit either evidence of citizenship or eligible immigration status as required.

B. Remaining Family Members and Prior Debt

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

2. Remaining family members under the age of 18 shall not be held responsible for the rent arrearages incurred by the former head of household.

C. Re-Examination

1. Regular re-examinations. The PHA shall at least once a year, re-examine the incomes of all resident families whose rent has been computed by the income-based rental method. The effective date of the annual re-examination shall be the anniversary date of admission.

2. Special Re-Examinations. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income and a special re-examination will be scheduled every 90 days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special re-examination(s). Special re-examination shall also be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder and for families working less than twenty-five (25) hours weekly will be scheduled a special re-examination every ninety (90) days. A special reexamination will be scheduled for families with zero income every sixty (60) days

2. Zero Income. Persons reporting zero income will have their circumstances examined every 90 days until they have a stable income. Persons claiming zero income will also be asked to complete a family expense form. This form will be the first form completed in the annual re-examination process. The form will ask residents to estimate how much they spend on: food, beverages, transportation, health care, childcare, debts, household items, etc. Residents will then be asked how they pay for these items. The total of this list will be computed as income.

3. Flat rent re-examinations. Re-examinations of income will be conducted every three (3) years for the families who have chosen to have their rent based on the flat rent method.

   Re-examinations of the family composition will be conducted at least annually.

   In the event a family's income decreases due to financial hardship, the family may elect to pay an income-based rent because the higher flat rent is no longer affordable.

   If the family elects to resume income based rent, the family will be ineligible for the flat rent option until the next Annual Reexamination.

4. Re-examination and Enterprise Income Verification (EIV) Procedures

   (a) At the time of re-examination, the head of household and all applicable members will be required to sign a Re-examination Data Sheet and all applicable forms as required by HUD and the PHA. In accordance with 24 CFR 5.233, the PHA will use the Enterprise Income Verification (EIV) System to verify employment, unemployment benefits, social security benefits and any other income as made available by the EIV system.

   (b) Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's

folder. Income verifications must be current. (Within the past 120 days).

(c) Verified information will be analyzed and a determination made with respect to:

- Eligibility of the resident as a family or as the remaining member of a family;
- Unit size required for the family;
- Rent the family should pay.

(d) Income shall be computed in accordance with the definitions and procedures set forth in this policy.

(e) Families failing to respond to the initial re-examination appointment will be issued a final appointment. Failure to respond to the final request will result in the family being sent a notice of lease violation. Failure to comply will result in termination of the lease.

(f) Child support shall be counted until it has stopped for a period of 60 consecutive days. (With the exception, if resident can bring in documentation from caseworker that the child support will stop for reasons beyond residents control such as payee stop working, cannot locater payee, no longer eligible, etc. the change will become effective the following month of the reported change.) If a person volunteers to stop payments, that income will continue to be counted. If person request child support to be stopped due to arrangement with father to pay, we will continue to count the original child support order.

5. <u>Action Following Re-examination</u>

(a) A Notice of Rent Adjustment will be issued.

(b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available.

(c) The PHA shall not commence eviction proceedings or refuse to renew a lease, based upon the income of the resident family unless:

(1) It has identified, for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding thirty percent (30%) of income as defined by the Authority for the purpose of determining rents; or

(2) It is required to do so by local law.

Pending their removal from the project, such families are to be charged rents calculated in accordance with the formula for Total Tenant Payment described in this policy.

CHAPTER 18

(24 CFR 5.630; 24 CFR 966.4; Public Housing Occupancy Guidebook)

INTERIM AND SPECIAL RENT ADJUSTMENT / MINIMUM RENT

A. Minimum Rent

A family must pay the greatest of thirty percent (30%) of the monthly adjusted income, ten percent (10%) of monthly income, or the PHA's statutory minimum rent, as defined in Chapter 6, paragraph 42 of this policy.

B. Rent Adjustment

1. Residents must report all changes in family composition, status, or income to the housing specialist within ten (10) calendar days of the occurrence. Failure to report within ten calendar days may result in a retroactive rent charge.

2. Not all changes in family income between re-examinations will result in a rent change. The PHA will process interim changes in rent in the following cases:

3. The family must promptly furnish to the PHA any letter or other notice furnished by HUD to a member of the family providing information concerning the amount or verification of family income.

   The PHA will verify the accuracy of the income formation received from the family and change the amount of the total tenant payment, tenant rent, or terminate assistance, as appropriate based on such information.

   - It is necessary to correct any error made by a previous rent determination.
   - A reduction in family income has occurred which is expected to continue for a period of more than 30 days.
   - The Resident or any member of the Resident's family not previously employed becomes employed.
   - When a new member is added to the family composition, and has income.
   - The Resident or any member of the Resident's family, who previously was not receiving government assistance in the form of TANF, Work First, Social Security Benefits, SSI, Unemployed Benefits, etc., begins to receive such benefits.

     The Resident must report his or her, or any member of the Resident's family newly acquired government assistance referred to above, to the HA within 10 days of the date of receiving such benefits.

- The family size of the Resident increase or decreases:

  All income of any family member who is added to the household shall be reported within ten (10) calendar days of the addition.

C. Interim Adjustments

Interim adjustments in rent shall become effective as follows:

(1) Increases in rent shall become effective as follows:

- On the first day of the second month following the increase in family income.
- On the first day of the month following the correction of an error made at a previous rent determination.

(2) Decreases in rent shall become effective:

- On the first day of the month following the reporting of a decrease in family income.

- On the first day of the month following the reporting of a change in family size.

- On the first day of the month following the correction of an error made at a previous rent determination and shall be retroactive back to the time the rent began to be incorrectly charged.

D. Other Interim Reporting Issues

- An special reexamination does not affect the date of the annual recertification.

- An special reexamination will be scheduled for families with zero income every sixty (60) days

- An special reexamination will be scheduled for families working less than twenty-five (25) hours every ninety (90) days.

E. Failure to Report Accurate Information (24 CFR 966.400)

If it is found the resident has misrepresented, or failed to report to Management the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with PHA's dwelling lease. If residents are charged retroactive twice during the tenure with the PHA, lease will be subject to termination.

F. Repayment Agreements (24 CFR 792.102)

When a resident owes the PHA back charges (to include those under a hardship situation) and is unable to pay the balance by the due date, the resident may request that the PHA allow them to enter into a Repayment Agreement. The PHA 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 unless approved by the Vice President of Asset Management/Operations.. 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.

G. Security Deposit (24 CFR 960.400)

The Security Deposit will be based on the market rate rent based and the bedroom size of the unit (see Flat Rent Schedule). Security deposits will be broken up into six (6) installment payments. The minimum installment shall not be less than $50.00. The security deposit is due and payable on the first day of occupancy; however, with approval of the PHA, the Resident may pay the security deposit in not more than six installments and payable on the first day of the following months. The security deposit may not be used to pay rent or for other charges while the Resident is in occupancy. The PHA will refund to the Resident the full amount of the security deposit less any amounts due as a result of unpaid rent, damages, utilities and any other charges which may be due.

Refunds or notices regarding charges shall be mailed to the Resident within thirty (30) days from the date on which the resident moves or in cases where the Resident moves without notifying the PHA, such refunds or notices regarding charges shall be mailed thirty (30) days from the date which the unit is found to be vacant.

In event of the death of the tenant, rent will be terminated on the date the unit is vacated by the family and the keys are turned in to the PHA (See Key Policy).

H. Flat Rents (24 CFR 960.253)

The PHA 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 PHA 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 provided a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (The security deposit will be based the on flat rents for each community).

The PHA will post the flat rents at each of the Property Management Offices and at the Central Office, and are incorporated in this policy upon approval by the Board of Commissioners.

CHAPTER 19
(24 CFR 880.607)

LEASE TERMINATION PROCEDURES AND DEBTS OWED TO PUBLIC HOUSING AGENCIES

All lease terminations and evictions will be processed in accordance with the PHA's current dwelling lease and Grievance Procedure. The PHA's Dwelling Lease and the Grievance Procedure is incorporated into this document by reference and is the guideline to be used for lease terminations and evictions. (Refer to Appendix #1 for Dwelling Lease)

The dwelling lease may not cover every specific situation that warrants a lease termination; therefore, for good cause the PHA may terminate a lease for reasons that are not specifically listed in the dwelling lease. (Refer to Appendix # 2 - Trespassing Policy.)

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to [Public Housing Authorities] PHAs and adverse termination of former participants of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) to verify employment and income information of program participants, as well as to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance program and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system.

HUD requires PHAs, which administer the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants.

The following information is collected about each member of your household (family composition): 1) Full Name; and 2) Date of Birth; and 3) Social Security Number.

The following information is collected once your participation in the housing program has ended or you move out of an assisted unit: 1) Amount of any balance you owe the PHA (up to $500,000); and 2) Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and 3) Whether or not you have filed for bankruptcy; and 4) The negative reason for your end of participation in the housing program (for example: abandoned unit, fraud, criminal activity, failure to comply with lease, etc.)

CHAPTER 20
(24 CFR 966.51)

COMPLAINTS AND GRIEVANCE PROCEDURE

Complaints and grievance Procedures shall be accomplished in accordance with the PHA approved Grievance Procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals. (Refer to Appendix #3 for Grievance Procedure).

CHAPTER 21
(24 CFR 882.511)

NOTICE REQUIREMENTS

No resident shall be provided a Notice of Termination without being notified by the PHA in writing the reason for termination. The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be provided the opportunity to make such a reply as he/she may wish. Certain actions are excluded from the Grievance Procedure, specifically; any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; and any drug-related criminal activity on or off the premises.

Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by mail.

CHAPTER 22

RECORD KEEPING REQUIREMENTS

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

1. Name or resident, number and identification of unit occupied;

2. Date of the Notice of Lease Termination and any other notices required by state or local law; these notices may be on the same form and will run concurrently;

3. Specific reason(s) for the Notices, with section of the lease violated, and other facts pertinent to the issuing of the Notices described in detail;

4. Date and method of notifying resident;

5. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

CHAPTER 23
(24 CFR 965.506)

EXCESS UTILITY CHARGES

Residents in units where the PHA pays the utilities may be charged for excess utilities if additional appliances or equipment are used in this unit or the family usage of the utilities over the allowance established by the PHA. (This does not apply to the elderly).

CHAPTER 24
(24 CFR 5.858)

ONE STRIKE POLICY

Purpose

All federally assisted housing units are intended to provide safe and decent place for eligible families to live, free of violent criminal activity and the illegal sale and use of , , alcohol and attempt to purchase illegal drugs related activity. It is the intention of the Housing Authority of the City of High Point to fully endorse and implement a policy that is designed to:

1. Keep our program participants free from threats to their family and safe from violent criminal activity;
2. Help create and maintain a safe, alcohol and drug-free environment.

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

Administration

1. All screening and evicting procedures shall be administered fairly and in such a way so as not to discriminate on the basis of race, color, nationality, religion, sex, familial status, disability or other legally protected groups, and not to violate ones right to privacy.
2. To the maximum extent possible, and permissible by law, the PHA will involve other community and governmental entities, in the promotion and enforcement of this policy.
3. This policy is posted on the PHA's bulletin board and with copies made readily available to residents and participants upon request.

Screening of Applicants

In an effort to prevent future drug-related and other criminal activity, as well as other patterns of behavior that pose a threat to health, safety or the right to peaceful enjoyment of the premises by other residents, and as required by the Notice 96-27, the PHA will endeavor to screen applicants as thoroughly and fairly as possible.

Such a screening will apply to any member of the household who is sixteen (16) years of age or older or who is an emancipated minor.

HUD Definitions

Drug related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, the attempt to purchase illegal drugs or use a controlled substance. Drug related criminal activity means on or off the premises, not just on or near the premises

Violent criminal activity includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity is being engaged in by any family member.

Any family member currently engaging in, with the respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.

Standard for Violation

The PHA will deny participation in the program to applicants and terminate assistance to participants in cases where the PHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the PHA determines that there is a pattern of illegal use of a controlled substance or pattern of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a pattern if there is more than one incident during the previous three (3) months.

"Engaged in or engaging in, convicted or charged" violent criminal activity means any act within the past five (5) years by applicants or participants, household members, or guests which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person of another, which did or did not result in the arrest and/or conviction of the applicant or participant, household members, or guests.

The activity is being engaged in by any family member or guest.

The existence of the above-referenced behavior by any household member or guest, regardless of the applicant or participant's knowledge of the behavior shall be grounds for denial or termination of assistance.

In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by the evidence of rehabilitation.

Drug Related and Violent Criminal Activity

Ineligibility if Evicted for Drug Related Activity: Persons evicted from Public Housing, Indian Housing, Section 23 or any Section 8 Program because of drug-related criminal

activity are ineligible for admission for a five-year(5) period beginning on the date of such eviction.

Applicants will be denied assistance if they have been arrested / convicted / charged/ evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last five (5) years prior to the date of the certification interview.

Participants will be terminated who have been arrested/convicted/charged/evicted from a unit assisted under the Housing Act of 1937 due to drug-related or violent criminal activity within the last five (5) years prior to the date of the notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

Applicants will be denied admission for life that has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed" on the premises of the Public Housing Community.

Admission will be denied for life to any household that includes any individual who is subject to a lifetime registration requirement under a State Sex Offender Registration Program.

If the family violates the lease for drug-related or violent criminal activity, the HA will terminate assistance.

In appropriate cases, the PHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

Notice of Termination of Assistance

In any case where the PHA decides to terminate assistance to the family, the PHA must give the family written notice, which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination,
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The date by which a request for an informal hearing must be received by the PHA.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

If the evidence determine that the residents or family members has engaged in the criminal activity, regardless of whether the resident or individual has been arrested or convicted for such activity and without satisfying a criminal conviction standard of proof of the activity.

The PHA will pursue fact-finding efforts as needed to obtain credible evidence.

Confidentiality of Criminal Records

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Misuse of the above information by any employee will be grounds for termination of employment.

CHAPTER 25

VIOLENCE AGAINST WOMEN ACT – POLICY AND PROCEDURES

STATEMENT OF VIOLENCE AGAINST WOMEN ACT:

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

In general, the law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of tenant's household or any guest or the person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse. The law also provides that an incident or incidents of actual threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of that violence and will not be a "good cause" for termination of the assistance, tenancy, or occupancy rights of a victim of such violence.

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING:
HPHA Staff responding to an incident or incidents of actual or threatened domestic violence, dating violence or stalking that may affect a tenant's participation in the housing program to request in writing that an individual complete, sign and submit within fourteen (14) business days of the request, a HUD-approved certification form.

In lieu of a certification form, or in addition to the certification form, a tenant may provide to the HPHA:

- Federal, State, Tribal, Territorial, or Local Police or Court Record

- Signed Documentation by an employee, agent or volunteer of a victim service provider, an attorney or medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or the stalking has signed or attested to the documentation.

HPHA is not required to demand that an individual produce official documentation or physical proof of an individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive the protections of VAWA. HPHA, at its discretion, may provide assistance to an individual based solely upon the individual's statement or other corroborating evidence.

HPHA will be mindful that the delivery of the certification form to the tenant in response to an incident via mail may place the victim at risk, e.g. the abuser may monitor the mail. Therefore, the HPHA staff may require the tenant to come to the office to pick up the

certification form and are encouraged to work with tenants to make delivery arrangements that do not place the tenant at risk.

NOTICE AND CONFIDENTIALITY: VAWA requires that HPHA must notify tenants of their rights under VAWA, which includes the existence of HUD-50066 form and the right to confidentiality and limits thereof. In doing so, the HPHA may make the certification form available to all eligible families at the time of admission. Also, in the event of a termination or start of an eviction proceeding, the HPHA may enclose the form with the appropriate notice and direct the family to complete, sign and return the form (if applicable) by a specified date.

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

EIV Policy and Procedures

EIV reports will be kept in the tenant/participant file and those files will remain secure at all times. The secure location is the filing cabinets in the locked Section 8/Public Housing filing room. The Section 8/Public Housing filing room shall remain locked at ALL times. If an authorized user of EIV is working on a particular file, the file will be locked in their office when they are absent from their office.

EIV users are prohibited from sharing their EIV computer logon and password information.

EIV users will never leave EIV data displayed on their computer screens. If an authorized EIV user is viewing EIV data and an unauthorized person approaches the work area, the authorized user will minimize or close the EIV screen.

EIV users shall not save any EIV data to a computer hard drive or any other automated information system.

EIV users shall not override the authorized access levels by providing EIV data to others who have limited or no access to the data.

EVI users shall retrieve computer printouts as soon as they are generated so that EIV data is not left lying unattended in printers where unauthorized persons may access them.

Once the EIV data has been printed and used for income verification purposes, it will be placed in the tenant/participant file which will be kept in the locked S8/PH filing room. Inactive files will be kept for three years in the locked S8/PH and then they will be shredded.

Improper disclosures of EIV information shall be reported directly to the Director of Housing or his/her designee. The Director of Housing shall investigate all reported incidents and if improper disclosure has occurred, disciplinary action will be taken immediately. All incidents will be documented and placed in the employee's personnel file.

Unauthorized access or a known security breach will be reported immediately to the PHA's Director of Housing, who in turn, will report it immediately to HUD-Greensboro staff.

These security measures have been and will continue to be discussed during periodic Section 8 / Public Housing meetings.

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

Housing Authority of the City of High Point

DWELLING LEASE

1. IDENTIFICATION OF PARTIES AND PREMISES

The Housing Authority of the City of High Point, hereafter referred to as the PHA (Public Housing Agency), leases to _____hereafter referred to as the Resident, the dwelling unit (premises) containing _____bedrooms located in Guilford County at_____under the terms and conditions set forth within this lease agreement.

The Resident certifies to the PHA that those persons listed below are the only persons who, together with the Resident, will reside in the leased dwelling unit (apartment). Any additions to the household members named on the lease, including Live-in Aides, adoptions and foster children, but excluding natural births, require the advance written approval of the PHA. Such approval will be granted only if the additional members to the household pass the PHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides, foster children, adopted children, or a member added through lawful marriage shall not be unreasonably refused.

Name	Relation	Initial	Name	Relation	Initial

The Resident agrees to inform the PHA concerning any additions to the family, shall provide information as may be requested by the PHA relating to the added family member, and agrees to report to the PHA any additions to the household within ten (10) days of the addition. The Resident also agrees to report to the PHA concerning any family member who moves from the household and shall do so within ten (10) days of the family member moving. In return for payment of rent as stated in Section 3 or hereafter determined in accordance with HUD regulations under the provisions of Section 6 of this lease agreement, the Resident shall have the right to exclusive use and occupancy of the leased dwelling unit which shall include reasonable accommodation of the Resident's guests or visitors and, with the consent of the PHA, may include a person to perform essential live-in care of an elderly or disabled member of Resident's family. The PHA defines "reasonable accommodation", as it relates to guests or visitors of the Resident, to mean a period of no longer than seven (7) days within a 30-day period without consent of the PHA. The term "Guest" means a person in the apartment with the consent of a household member. Mitigating circumstances (for example, tenant requires temporary assistance during medical recovery per physician written verification) will require the approval of the Vice-President of Asset Management/Operations or his/her designee. Visitors remaining beyond the period of authorization shall be considered trespassers and the head of the household shall be guilty of a breach of the lease.

2. TERM OF LEASE

This lease shall begin on_____ and shall end at midnight on_____. Thereafter, this lease shall be renewed for successive terms of twelve (12) months each except in instances where the Resident or a member of the Resident's household fails to comply with those obligations set forth in Section 8F Termination of this lease prior to the end of this or subsequent period(s) may occur and shall be in accordance with the provisions of section 12 herein.

3. MONTHLY RENT AND OTHER CHARGES

The prorated rent starting on the day which this lease begins to the end of the first month shall be $_____, payable in advance on the first day of occupancy. Thereafter, rent shall be in the amount of $ _____each month or at such amount as determined in accordance with regulations of the United States Department of Housing and Urban Development (HUD). The Resident shall be provided utilities without any charge unless the Resident consumes utilities in excess of amounts duly approved by the Board of Commissioners. The Resident agrees to pay for the cost of utilities consumed in excess of the amounts shown on the posted Schedule of Excess Utility Charges. The resident also agrees to pay the monthly applicable lawn charge as established by the PHA. A copy of the referenced schedule is posted in the Central Office and the Property Management Offices of the PHA. A copy of the referenced schedule will be provided to residents upon request.

The PHA will not charge the Resident for repairs or replacements made to the dwelling unit, its equipment, or its appliances that result from normal wear and tear. The Resident agrees to pay for labor, repairs and replacements caused by the Resident, household members or guests which result from other than normal wear and tear of the dwelling unit, it's equipment, or it's appliances in accordance with the posted Schedule of Maintenance Repair Charges, or for work not listed on the Schedule of Maintenance Repair Charges, based on the actual cost to the PHA for the labor and materials needed to complete the necessary repair(s). The PHA shall provide the Resident with notice of repair charges or excess utility charges at least two (2) weeks in advance of the charges becoming due. Such charges shall become due and payable on the first day of the month that occurs after notice has been given. A copy of the referenced schedule is posted in the Central Office and the Property Management Office.

A list of banks and branch banks in the City of High Point is posted in the Property Management Office and the Central Office of the PHA where Residents may pay rent and other charges during the first 15 days of each month. Payment may also be mailed to the Central Office of the PHA. Payment should be accompanied by the return portion of the rent statement provided by the PHA to ensure proper credit to the Resident's rental account.

Rent and other charges are due the 1st of each month. Rent and other charges are not paid in full by the 5th day of the month will be considered delinquent. Payments received after the 5th day of the month will result in a late charge in the amount of $15 being added to the Resident's rental account. Any returned check will result in a service charge as dictated by the service charge of the bank being added to the Resident's rental account. In addition, the PHA reserves the right to refuse to accept further personal checks from the Resident after one personal check has been returned as a result of insufficient funds. Failure to pay rent by the 5th day of the month is a serious violation of a material term of this lease. If the Resident fails to pay rent in full by the 5th day of the month, the PHA shall have the right to terminate the lease for nonpayment and take possession of the unit; the Resident shall have forfeited the opportunity to tender the rent and maintain possession of the unit pursuant to state law.

Termination procedures shall begin in the event payment in full is not made by the 5th day of the current month for which rent is due, except for families who have submitted a written request for a hardship exemption or suspension of a minimum rent currently being charged. Minimum rent waiver and hardship criteria is listed in the Admissions and Continued Occupancy Policy Chapter 6 Para. 41 and Chapter 18.

In the event payment is not received prior to the 5th day of the following month, the past due and current month's rent and applicable charges must be paid in full to avoid eviction. Payment must be received in the form of a certified check or money order.

Resident will be responsible for any cost associated with "court actions" as approved by the North Carolina General Statues.

If the PHA files summary ejectment papers against the Resident three (3) months in succession or six (6) times within a twelve (12) month period, it shall be considered a serious and repeated violation of this lease agreement, a condition under which the PHA may immediately issue a notice of termination in accordance with sections 11 and 12 herein.

4. Minimum Rent and Hardship Exemptions

Rent shall be determined in accordance with regulations set forth by the U.S. Department of Housing and Urban Development. Rent and other charges are payable in advance, on the first day of each month.

A hardship minimum rent exemption/suspension may be granted if one or more of the following hardship circumstances apply to the affected family:

A. The family has lost eligibility for local, state, or federal assistance due to no fault of the resident or is awaiting an eligibility determination for a local, state, or federal assistance program (including a resident alien entitled to welfare assistance);

B. The family would be evicted due to inability to pay the minimum rent;

C. The income of the family has decreased due to changed circumstances, including loss of employment;

D. A death in the household has occurred; and

E. Other circumstances as may be determined by the US Department of Housing and Urban Development or the PHA have occurred.

When a family requests a hardship exemption from minimum rent, the rent is suspended immediately. All hardship minimum rent exemption/suspension requests will result in an investigation to determine if the family is experiencing a hardship, and if so, whether that hardship will be short term or long term. Short term hardship is defined as – "at least one of the five circumstances mentioned herein (Section 4A, 4B, 4C, 4D and 4E above) applies to the family and it can be verified that a hardship exists, but the circumstances are likely to be temporary (not more than 90 days)." The family will be given a 90 day grace period which will result in the suspension of the minimum rent. No family will be evicted during the 90-day suspension period.

After the 90 day grace period has expired the family is responsible for repaying the suspended minimum rent unless it is determined the hardship is a long-term hardship. A reasonable repayment agreement must be offered by the PHA.

A long term hardship is defined as – "at least one of the five circumstances mentioned herein (Section 4A, 4B, 4C, 4D and 4E above) applies to the family and it can be verified that a hardship exists with the circumstances likely to exist for more than 90 days." An exemption from the minimum rent may be granted until those conditions noted herein no longer apply. Long term hardship exemptions are not subject to a repayment agreement.

5. SECURITY DEPOSIT

The Resident agrees to pay a security deposit in the amount of $_____. The security deposit is due and payable on the first day of occupancy. The security deposit may not be used to pay rent or other charges while the Resident is in occupancy. The PHA will refund to the Resident the full amount of the security deposit plus any overpayments of rent made by the Resident less the cost of:

A. Any unpaid rent and other charges;

B. Repairs or replacements to the dwelling unit, its equipment, or its appliances caused by the Resident, Resident's household members or guests which result from other than normal wear and tear;

C. Any unpaid late charges or unpaid excess utility charges; and

D. Charges for keys not returned.

Refunds or notices regarding charges shall be mailed to the Resident within thirty (30) days from the date on which the PHA is in receipt of the keys. Resident must turn in keys to the Property Management Office. In cases where the Resident moves without notifying the PHA, such refunds or notices regarding charges shall be mailed within thirty (30) days from the date on which the unit is found to be vacant.

In the event of death of the head of household when there are no remaining assisted family members, rent will be terminated on the date the unit is vacated by the individual listed as the emergency contact and the keys are turned in to the Property Management Office. In the event of death of the head of household with a remaining family member, the family may continue to occupy the unit if the remaining assisted family member is of legal age and capacity to execute the lease. A new lease must be signed.

6. REDETERMINATION OF RENT AND DWELLING SIZE

A. ANNUAL REEXAMINATIONS OF INCOME, FAMILY COMPOSITION, AND FAMILY SIZE.

(1) Once each year the Resident agrees to report to the PHA, within thirty (30) days after receiving a written Notice of Reexamination, the income from all sources of each family member and other such information as may be necessary in determining the rent in accordance with HUD regulations and for determining whether the size of the apartment continues to meet the family's need. If the reexamination process determines that the current unit is not appropriate for the family composition, the resident agrees to transfer at his/her own expense to an appropriate size apartment as stipulated in the PHA's Occupancy Standard guidelines and Transfer Policy.

(2) Any adjustment in the Resident's rent as determined by the annual reexamination of income shall become effective on the reexamination date for the Resident. The PHA shall provide the Resident with a minimum of thirty (30) days notice in advance of any adjustment in rent with respect to the annual reexamination of income provided the Resident has complied with Section 6 A (2) above. Such Notice of Rent Adjustment shall be in writing and subject to the provisions set forth in Section 11 herein.

The PHA has established a flat rent for each public housing community in an amount that is posted in the Central Office and Property Management Offices of the PHA. A copy of the flat rent schedule shall be provided to any resident upon request. Flat rents will be subject to periodic change without prior notification to the residents. Families may choose annually to have their rent based on their income or pay the flat rent established for their dwelling. Families that have chosen to pay the flat rent shall have their income re-examined at three-year intervals, and their household composition re-examined annually. In the event that a resident has chosen to pay the flat rent and experiences a decrease in income and therefore would experience a hardship, as defined in Section 4, the resident may report the change and request that their rent be changed to an income based rent.

B. INTERIM RE-DETERMINATION OF RENT.

The Resident agrees to report, in person, all changes in household income and/or family composition to the PHA within ten (10) days of such change. The PHA shall provide the necessary documentation for the Resident to complete to report such changes.

Changes in rent made for reasons other than annual reexamination shall be made if:

(1) It is necessary to correct any error made by a previous rent determination.

(2) A reduction in family income has occurred which is expected to continue for a period of more than thirty (30) days.

(3) The Resident or any member of the Resident's family who is age 18 or older not previously employed, becomes employed.

(4) When a new member is added to or removed from the family composition.

(5) The Resident or any member of the Resident's family, who previously was not receiving Government assistance in the form of TANF, WORK FIRST, SOCIAL SECURITY BENEFITS, SSI, UNEMPLOYMENT BENEFITS, etc., begins to receive such benefits:

Interim adjustments in rent shall become effective as follows:

(1) Increases in rent shall become effective:

(a) on the first day of the month following the correction of an error made at a previous rent determination;

(b) on the first day of the second month following the increase in family income;

(2) Decreases in rent shall become effective:

(a) on the first day of the month following the reporting of a decrease in family income;

(b) on the first day of the month following the reporting of a change in family size;

(c) on the first day of the month following the correction of an error made at a previous rent determination and shall be retroactive to the time the rent began to be incorrectly charged.

C. FAILURE TO REPORT CHANGES AND/OR MISREPRESENTATIONS.

(1) When reporting information to the PHA under the terms set forth in Sections 6 A and 6 B of this lease agreement, the Resident agrees to report full and accurate information concerning the income of each family member, the family size, and information concerning deductions from family income.

(2) If the PHA determines that the Resident has not reported information in accordance with Section 6C(1), then the PHA may determine the correct information and charge the Resident retroactively for any difference in the rent which should have been charged and what was actually charged.

(3) If the PHA determines that the Resident did willfully and intentionally report inaccurate information or withhold information, then the PHA may charge the Resident in accordance with Section 6C(2) and may terminate this lease agreement.

7. OBLIGATIONS OF THE PHA

The PHA agrees:

A. To maintain the dwelling unit and the development in decent, safe, and sanitary condition;

B. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting the health and safety of residents;

C. To make necessary repairs to the dwelling unit;

D. To keep development buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;

E. To maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA;

F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish, and other waste removed from the dwelling unit by the Resident in accordance with Section 8H of this lease agreement;

G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection;

H. To provide for a pest control program which shall include application of pest control substances by the PHA or the PHA's agent as needed and/or to provide pest control substances and applicators to the Residents;

I. To notify the Resident of the specific grounds for any proposed adverse action by the PHA. (Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Resident to another unit, the imposition of charges for maintenance and repair, or for excess consumption of utilities.)

8. **OBLIGATIONS OF THE RESIDENT**

The Resident agrees:

A. Not to assign the lease or to sublease the dwelling unit;

B. Not to provide accommodations for boarders or lodgers;

C. To use the dwelling unit solely as a private dwelling for the Resident and the Resident's household as identified in Section 1 of this lease agreement, and not to use or permit its use for any other purpose without the express written consent of the PHA. Use of the dwelling, with the consent and approval of the PHA, may include legal profit making activities where the PHA determines that such activities are incidental to the primary use of the leased unit as a residence by the members of the household. Such activities may include sewing, bookkeeping, selling food, babysitting, and cosmetology. Certain activities, such as cosmetology, must be licensed locally or by the state government. Room rental is not considered to be an approved activity. Income earned from any approved additional use of the dwelling as a residence must be reported to the PHA and included in the Resident's income used to determine the amount of monthly rent which the Resident is obligated to pay.

D. To abide by necessary and reasonable regulations made known by the PHA which shall be for the benefit and the well being of the housing development and the Residents. Any such regulations shall be posted in the Property Management Office serving the development and the Central Office of the PHA;

E. To comply with all obligations imposed upon the Resident, member's of the Resident's household and invited guests by applicable provisions of building and housing codes materially affecting health and safety;

F. To comply with Self-Sufficiency and work requirements imposed by HUD, including Community Service. All persons residing in the unit identified herein that do not qualify for exemption from the Community Service requirements as defined by HUD, must perform eight (8) hours per month of Community Service as a condition of this lease.

G. To keep the dwelling unit and such other areas as may be assigned to him or her for his or her exclusive use in a clean and safe condition;

H. To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner;

I. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators;

J. To refrain from, and to cause his or her household and guests from destroying, defacing, damaging, affixing or removing any part of the dwelling unit or development;

K. To pay reasonable charges (other than for normal wear and tear) for labor and the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the Resident, his or her household or guests; Resident may be charged any and all insurance deductibles for excessive damages if determined to be the fault of the residents, household members, and or guest.

L. To conduct himself or herself and cause other persons who are on the premises with his or her permission to conduct themselves in a manner which will not disturb their neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition;

M. That the Resident, any member of the Resident's household, a guest, or another person under the Resident's control shall not engage in

(1) Any violent criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing dwelling unit by other Residents or employees of the PHA, or

(2) Any drug-related criminal activity on the premises. The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, purchase or attempt to purchase illegal drugs, possession, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

(3) Any drug-related criminal activity off the premises. The term drug related criminal activity means the illegal manufacture, sale, distribution, use, purchase or attempt to purchase illegal drugs, possession, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

(4) Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents.

N. Take all reasonable steps to exclude persons named as trespassers on the PHA's property Trespasser List from the residents' home as required by the Trespass List Policy and this lease. Such reasonable steps require the Resident to notify the PHA and/or the High Point Police in the event a trespasser is seen on or about the Residents' home or the PHA property. The Resident's failure to follow these rules is grounds for termination of the lease and eviction of the tenant.

Residents are not permitted to allow person(s) on the property who have been banned by the PHA. The PHA will post monthly in the Property Management Office and community room a copy of the Trespass List. The Resident shall thereafter prohibit the trespassers from coming onto the PHA's property. Failure of the Resident to disallow a trespasser from coming to their residence may result in a termination of the Resident's lease.

Removal or Exceptions to Trespass List: If the Resident or the trespasser feels that the trespasser should be allowed to visit, either the Resident or the trespasser can apply for (1) removal of the Trespasser's name from the Trespass List, or (2) a special exception. The PHA will review these requests pursuant to the PHA's written policy regarding the Trespass List. The Trespass Policy (Rules Governing Entrance to Property of the Housing Authority of the City of High Point) is defined in *Addendum 1* to this Dwelling Lease.

O. To adhere to the regulations of the most recently adopted Pet Policy of the PHA. The Pet Policy is defined in *Addendum 2* to this Dwelling Lease;

P. Not to keep any unlicensed or inoperable motor vehicles in the development, or not to leave any motor vehicle unattended which has been raised off of the ground on jacks, blocks, or by other means;

Q. Not to park, and to inform their guests not to park, on sidewalks, or on areas in the development which are not paved, and not to park in any manner which would obstruct the emptying of a dumpster container, or would otherwise block access to an emergency vehicle;

R. Not to make repairs or alterations to the dwelling unit, its equipment or its appliances, including the installation of air conditioners, ceiling fans, clothes dryers, TV or radio antennas, wall paper, wall tiles, contact paper, fences, changing door locks, or placing signs on, in, or about the dwelling unit without the written permission of the PHA;

S. To keep paper, trash, cans, bottles, and other such debris picked up off of the yard in the front, rear, and side of the apartment and to keep grass neatly maintained and to keep shrubbery in the yard and grass next to the building neatly trimmed; Upward Mobility (5H) residents are responsible to keep grass mowed, neatly maintained, and to keep shrubbery in the yard and grass next to the building neatly trimmed.

T. To cooperate with the PHA in providing for pest control, repainting of the unit, and all maintenance in the development;

U. Not to install carpets or rugs without the consent of the PHA;

Neither to perform any major repairs such as engine overhauls, transmission repairs, etc., nor to perform any oil changes or lubrication of any motor vehicle when the vehicle is located in the development;

In the event of becoming incapacitated, to provide temporary or permanent assistance as needed for adequate self care, or to seek temporary or permanent care elsewhere in accordance with medical recommendations;

Not to keep a waterbed in the unit without the PHA's approval and the obtaining of liability insurance to provide for coverage due to damage caused by waterbeds, their weight and/or leakage.

The PHA must be named as beneficiary of that insurance;

V. To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials on the premises. Not to disconnect, damage or otherwise obstruct any smoke or fire alarm installed in the dwelling unit from it's proper operation and to report immediately to the PHA upon becoming aware that a smoke or fire alarm is not properly operating. In the event of a fire or other insured peril caused by the Resident, a member of the Resident's household or invited guest(s), which may be attributable to the negligence of the Resident, a member of the Resident's household or invited guest(s), the Resident agrees to pay the cost of repair or replacement attributed to the fire. The PHA encourages all residents to purchase renter's insurance to protect their personal property.

W. Not to use gas and charcoal grills within ten (10) feet of buildings and not to store or maintain combustible materials or liquids inside the dwelling unit or any storage building attached to a dwelling unit;

X. To notify the PHA in the event the Resident leaves the dwelling unit unoccupied for any period of time that exceeds seven (7) consecutive days.

Y. Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug-related criminal activity on or off the premises

Z. To maintain a key to the residence and avoid lockouts. Abide by the key policy.

Any violation of this lease agreement which involves criminal activity shall be cause for termination of this lease agreement and for eviction from the leased dwelling unit.

9. MAINTENANCE

The Resident shall use reasonable care in keeping the dwelling unit, its equipment, and appliances in such condition as to prevent hazardous health or sanitation problems from occurring. The Resident shall notify the PHA promptly of any known needs for repairs or of any unsafe conditions on the dwelling unit, in the common areas, community facilities, or elsewhere in the development which may lead to property damages or injury.

In event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants the following shall apply:

A. The Resident shall immediately notify the PHA of the damage;

B. The PHA shall be responsible for repair of the unit within a reasonable time; provided, that if the damage was caused by the Resident, Resident's household members or guests, the reasonable cost of repairs shall be charged to the Resident;

C. The PHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time; and, if the damage was caused by the Resident, the Resident's household, or guests the resident would be responsible for alternative accommodations.

D. The rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made in accordance with paragraph 9 B or alternative accommodations are not provided in accordance with paragraph 9 C of this section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident, the Resident's household, or guests.

10. INSPECTIONS AND ENTRY

The PHA and the Resident agree to the following terms concerning inspections of the dwelling unit and the entry into the dwelling unit.

A. The PHA and the Resident shall inspect the dwelling unit prior to commencement of occupancy by the Resident. The PHA shall furnish the Resident with a written statement of the condition of the dwelling unit, appliances, and equipment provided with the unit prior to the execution of this lease agreement. The statement shall be signed and dated by the PHA and the Resident and the PHA shall maintain a copy of the inspection form in the Resident's file.

B. The PHA and the Resident shall inspect the dwelling unit immediately upon vacating of the dwelling unit by the Resident. If the Resident fails to make arrangements to inspect the dwelling unit within 24 hours from vacating the dwelling unit, then the inspection shall be made by the PHA without the presence of the Resident. A copy of the inspection form shall be mailed to the Resident along with a statement of all charges due the PHA (if any) in accordance with Section 5 of this lease agreement.

C. The PHA or its duly authorized agent shall be permitted to enter the dwelling unit during reasonable hours for inspection of the dwelling unit, repairs, improvements, or alterations, or in order to provide for pest control and extermination services. Such entry shall be permitted after a written statement specifying the purpose of entry has been delivered to the dwelling unit at least two days in advance of the entry unless the Resident grants permission for the entry without a two day written notice being given. In the event the Resident has requested maintenance services to the dwelling unit, the request for such services shall constitute permission to enter the leased premises unless otherwise specified by the Resident at the time of request for services.

D. The PHA may enter the dwelling unit at any time without advance notification when there is a

reasonable cause to believe that an emergency exists.

E. In the event that the Resident and all adult (age 18 and older) members of his or her household are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement specifying the date, time, name of employee and purpose of entry prior to leaving the dwelling unit.

F. The Resident may deny entry to the PHA or its duly authorized agent if, after being requested to show proper identification, the PHA or it's duly authorized agent fails to do so.

11. NOTICE

Except as provided in Section 10 of this lease agreement, notice to the Resident shall be in writing and delivered to the Resident or an adult (age 18 or older) member of the Resident's household residing in the dwelling or sent prepaid first class mail properly addressed to the Resident. Notice to the PHA shall be in writing, delivered to the development office, to the PHA Central Office or sent by prepaid first class mail properly addressed to the PHA. In event the Resident is visually impaired; notice shall be in a format which is accessible by the Resident, a member of the Resident's household, or any other person as designated by the Resident.

12. TERMINATION OF LEASE

The following procedures shall be followed by both the Resident and the PHA with regard to termination of this lease:

A. The PHA shall not terminate or refuse to renew this lease other than for serious or repeated violation of material terms of the lease such as failure to make payments due under the lease or to fulfill the Resident's obligations set forth in Section 8 herein or for other good cause. Either of the following types of criminal activity by the Resident, any member of the household, a guest, or another person under the Resident's control shall be cause for termination of this lease:

(1) Any violent criminal activity that threatens the health, safety or right to peaceful enjoyment of the PHA's public housing dwelling unit by other Residents;

(2) Any drug-related criminal activity on the premises. The term drug related criminal activity means the illegal manufacture, sale, distribution, use, possession, or possession with the intent to manufacture, sell, purchase, distribute, or use, of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Any drug-related criminal activity off the premises. The term drug related criminal activity means the illegal manufacture, sale, distribution, use, possession, or possession with the intent to manufacture, sell, purchase, distribute, or use, of a controlled substance as defined in

(3) Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Fugitive felon or parole violator if a tenant is:

- Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, is a high misdemeanor; or
- Violating a condition of probation or parole imposed under Federal or State law.

~~(4) Alcohol abuse that the PHA determines interferes with the health, safety, or right to peaceful~~

enjoyment of the premises by other Residents.

(5) Households that include an individual subject to a lifetime registration requirement under a State sex offender registration program.

(6) In the case of termination of the lease for domestic violence; an incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the lease or occupancy rights of such a victim. Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of the lease or occupancy rights if the tenant or an immediate member of the

Tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking. The PHA may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided the PHA does not subject a tenant who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict. The PHA is not limited in its authority to evict any tenant if the PHA can demonstrate an actual and imminent threat to other tenants or PHA employees would exist if the tenant is not evicted from the property.

Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence or stalking.

Once the Resident is either evicted and padlocked pursuant to Court order for criminal activity, or once new residents have moved into the unit, the PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the dwelling unit.

In deciding to evict for criminal activity, the PHA shall have the discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the PHA may permit continued occupancy by the remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.

B. The PHA shall give written notice of termination of the lease of:

(1) Fourteen (14) days in case of failure to pay rent;

(2) A reasonable time of seven (7) days or less, commensurate with the seriousness of the situation if

a. the health or safety of other residents, PHA employees, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).PHA employees, or persons residing in the immediate vicinity is threatened;

b. any member of the household or guest has engaged in drug related criminal activity; or violent criminal activity.

c. any member of the household has been convicted of a felony in the case of creation or maintenance of a threat to the health or safety of other Residents or

PHA employees; and

(3) Thirty (30) days in all other cases.

C. The notice of termination shall

(1) State specific reasons for the termination, including both the factual grounds for the termination and make a citation to the lease provision(s) which was violated.

(2) inform the Resident of his or her right to make such reply as he or she may wish;

(3) inform the Resident of his or her right to examine PHA documents directly relevant to the termination or eviction; and

(4) Inform the Resident of his or her right to request a hearing in accordance with the PHA's grievance procedure.

D. The Resident may terminate this lease agreement at any time by giving a written thirty (30) day notice of intent to vacate and in accordance with Section 11 herein. The Resident agrees, upon vacating the dwelling unit, to remove any and all contents of the dwelling unit which are not owned by the PHA or had not otherwise been provided by the PHA and return all keys to the PHA. Keys should be turned in at the Property Management Office overseeing the dwelling unit. If a resident fails to give a proper thirty (30) day notice to vacate and/or fail to turn in keys to the unit, dwelling rent will be charged for an additional thirty (30) day period or until the unit is leased; whichever comes first.

E. Property of reasonable use and value, as determined by the PHA, which has been left in the dwelling unit for a period of time, by a resident who has vacated the premises, shall be considered as abandoned and will be disposed of by the PHA in accordance with North Carolina law. Costs of storage, removal, and disposal shall be assessed to and paid for by the Resident.

13. GRIEVANCE PROCEDURE

All disputes concerning the obligations of the Resident or the PHA shall be resolved in accordance with the PHA Grievance Procedure which shall be in compliance with HUD regulations.

A. When the PHA is required to offer the Resident the opportunity for a grievance hearing under the PHA's Grievance Procedures for a grievance concerning a lease termination, the lease shall not terminate until the period to request a hearing has expired or the grievance process has been completed.

When the PHA is not required to offer the Resident the opportunity for a hearing under the Grievance Procedures and the PHA has decided to exclude such grievance from the PHA Grievance Procedures (which can only be done following a Due Process Determination by HUD), the notice of lease termination shall:

(1) state that the Resident is not entitled to a grievance hearing on the termination;

(2) specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and

(3) state whether the eviction is for a criminal activity that threatens the health or safety of Residents, agents of or employees of the PHA, or for drug-related criminal activity on or off the premises

B. The Grievance Procedure of the Housing Authority of the City of High Point is defined in *Addendum 3* to this Dwelling Lease.

14. REASONABLE ACCOMMODATION

The Resident may, at any time during tenancy, request a reasonable accommodation of a disability of the Resident or any member of the Household, including reasonable accommodations so that the Resident or member of the Household can meet the requirements of tenancy.

15. AMENDMENTS

No changes in this lease agreement may be made unless a written amendment setting forth the changes is executed by both parties; however, changes in the amount of rental may be made in accordance with HUD regulations and those provisions set forth in Section 6 herein without amendment. Changes in Schedules of Utility Allowances, Schedule of Maintenance Repair Charges, or Rules and Regulations which affect the Resident may be made without amendment provided the PHA has notified those Residents who will be affected by the changes by written notice, thirty (30) days in advance, setting forth the proposed changes, the reasons for the changes, and advising those so affected of their right to make written comments concerning the proposed changes.

Comments received by the PHA will be taken into consideration prior to any changes being made effective. Any provision(s) of this lease agreement which is/are in conflict with or comes into conflict with any HUD regulation, federal, state or local law after this lease agreement has been executed shall be null and void without prejudice to any other terms and conditions contained herein.

This lease agreement is executed this _____ day of _____ by and between the

HOUSING AUTHORITY OF THE CITY OF HIGH POINT and the RESIDENT

By: _____ (SEAL _____ (SEAL)

Title: _____ (SEAL) _____ (SEAL)

Addendums (As Applicable)

1 - Policy governing entrance to property of the Housing Authority of the City of High Point
2 - Pet Policy and Requirements
3 - Grievance Policy and Procedures
4 - Key Policy and Procedure.

ADDENDUM 1 TO DWELLING LEASE

POLICY GOVERNING ENTRANCE TO PROPERTY OF THE HOUSING AUTHORITY OF THE CITY OF HIGH POINT

1. PURPOSE

To assure a safe, secure, sanitary environment; free from disturbance, violence, and threats in compliance with 24 CFR 966.55 and all other applicable federal regulations.

2. RULES

Entrance to Property of the Housing Authority of the City of High Point (PHA) is restricted to PHA residents and authorized guests. Any individual who has committed crimes or other acts, which constitute a threat to the health, safety, or general welfare of the residents of PHA communities, shall be prohibited from entering PHA property and shall be considered trespassing. All identified trespassers' names shall be placed on a PHA Trespasser List and PHA residents shall be required to take all reasonable steps to exclude the named trespassers from the residents' homes and PHA apartment complex pursuant to these rules and the parties' lease. The criteria for establishing a PHA Trespasser List shall be governed under these rules as follows:

3. CRITERIA

A. Individuals who have committed crimes or other acts on PHA properties which constitute a threat to the health, safety, or general welfare of the residents of the PHA communities will be identified as a Trespasser by the PHA management staff and/or the High Point Police Department (HPPD) Housing Authority Officers.

B. A "No Trespass Notice" will be issued to each individual identified as a trespasser. The written notice will serve as notice to the individual not to enter or trespass on PHA property in the future.

C. Former PHA residents who have been evicted for criminal offenses that threaten the health, safety, and peaceful enjoyment of other residents shall be issued a "No Trespass Notice" in writing by the PHA Management Staff and/or High Point Police Department (HPPD) Housing Authority Officers.

D. If the individual is a juvenile over the age of 16, a “No Trespass Notice” will be issued to the juvenile.

E. Each individual who has been issued a “No Trespass Notice” shall be placed on the Trespasser List and shall be provided with a Right to Appeal Notice.

F. Residents must take all reasonable steps to exclude persons named as trespassers from the residents’ homes and the PHA apartment complex as required by the Policy Governing Entrance to Property of the Housing Authority of the City of High Point and the lease agreement between the resident and the PHA. Such reasonable steps require the resident to notify the PHA and/or police in the event a trespasser is seen on or about the resident’s home or the PHA property. A resident’s failure to follow these rules is grounds for termination of the lease and eviction of the tenant.

4. APPEALS PROCESS

The named “trespasser” can appeal a determination that he/she is a trespasser. If an individual desires to appeal the issuance of a “No Trespass Notice” or desires to be removed from the Trespasser List, an appeals application must be filed with the PHA as follows:

A. Submit an appeals application to the Director of Housing or his/her designee, Housing Authority of the City of High Point, 500 East Russell Avenue, High Point, NC 27260. An applicant maybe required to provide criminal record check and/or a report from Probation or Parole Officer, if applicable.

B. In extenuating circumstances and for good cause shown, the Director of Housing or his/her designee may permit a named trespasser to visit a resident under certain restrictive conditions. Such extenuating circumstances may include (but are not limited to) the following: visiting a sick parent that is a PHA resident or visiting the trespasser’s child. Conditions placed on the visitation may include (but are not limited to) the following: visiting only during business hours, checking in and out with the property manager, checking in and out with the police. Failure to abide by such restrictions subjects the trespasser to arrest and the resident to eviction. The decision to permit this restrictive visitation is in the sole discretion of PHA.

C. An appeals panel will review each appeals application. The appeals panel will consist of three (3) individuals, a police officer, a resident council president, and Director of Management or his/ her designee. The panel will review each application and supporting documents and will make a recommendation to

the PHA Chief Executive Officer. The Chief Executive Officer's decision is final.

D. If an applicant has committed a criminal offense, he/she must wait the appropriate length of time with a clear criminal record after the probationary period, parole, incarceration, or community service period has ended. A list of offenses and waiting periods are as follows:

Offense	Waiting Period
Drug Possession	3 years
Drug Possession with Intent to Sell or deliver	3 years
Violent Felonies/Felony Weapon Violation	3 years
Domestic Violence	3 years
Misdemeanor Assault	1 year
Trespassing	1 year
Other Misdemeanor (on PHA property) Or Non-Violent Felonies	1 year
Lifetime Registration Sex Offender	Lifetime
Manufacture/ production of methamphetamine on the premises of federally assisted housing	Lifetime

E. The Director of Housing or his/her designee will render a written decision on all appeals applications and forward the decision to each applicant. The PHA will maintain a copy of all decisions.

If an appeals decision results in a reversal, the applicant's name will be removed from the Trespasser List.

ADDENDUM 4 TO DWELLING LEASE

Housing Authority of the City of High Point
High Point, North Carolina

KEY POLICY

Residential Keys

PHA will issue two sets of unit keys and one mailbox key (if applicable) to new or transferred residents upon leasing. In the event the mailbox keys are not available at the time of leasing, the Senior Property Manager will deliver the mailbox keys to the resident upon receipt.

Unit keys: Unit keys can only be issued by the Senior Property Manager. Residents must report lost or stolen keys to the Senior Property Manager immediately. Residents may request additional keys or lock changes chargeable at the current fee or rate listed in PHA Resident Fee Schedule.

Lockouts: In the event a resident is locked out of their unit or loose their keys during normal business hours, they may obtain a replacement key by going to the Senior Property Management office .Residents will be charged the replacement key fee Residents should make arrangements to secure extra keys with a family members and or a friend.

The maintenance department **will not** unlock any doors under any circumstances, including nights, weekends, or holidays unless the resident is mobile impaired or is in need of their medication. The maintenance staff will unlock their door and the resident will be charged all applicable fees associated with unlocking the unit. After normal business hours.

Move Outs: When residents vacate a unit, they must turn the keys into the Senior Property Manager the day they vacate or the next business day.

Lost Keys At Move-Out

If after vacating the unit the resident states they have lost their keys, they must submit a written statement to their Senior Property Manager relinquishing their right as a lease holder of the unit.

Writ of Possession (Court Action)

If a resident vacates a unit and fails to return keys or submit a written statement, the Senior Property Manager must proceed with a “Writ of Possession” order to gain possession of the unit through court action. This action is considered an eviction and the resident will be charged and billed for all charges relating to the

eviction. If the resident returns the keys after the unit has been padlocked, the resident's account will be charged the replacement key charge.

Transferring to Another Unit

Upon transferring to a new unit, the resident has three (3) days from the date of the new lease to turn in keys from their previous unit and if the keys are not returned to the Senior Property Manager by 5:00 p.m. on the end of the 3rd business day, the resident may be charged rent on both units. If the resident has not completely vacated the previous unit upon return of previous unit keys, their remaining items will be discarded by the PHA and the resident will be charged a fee.

Key Return

All keys must be returned to the Senior Property Manager in a signed ***"Key Return Envelope."*** A Key Return envelope may be obtained at the PHA's main office or Property Management Field offices. A work order will be submitted to the maintenance department along with the vacate notice initiating a lock change. Once a work order has been placed, the prior resident will not be allowed to re-enter the unit.

Lock Change Policy

Once a unit has been padlocked and the locks changed, the resident must contact the Senior Property Manager to make arrangements to remove all of their belongings. The resident will have one (1) day within a ten (10) day period from the date of padlocking to enter the applicable unit to remove all personal belongings, Monday – Friday from 8:00am – 5:00pm. Failure to make arrangements to remove personal items will result in disposal of items at the applicable fee.

At the end of the ten (10) day period, a work order will be generated to vacate the unit and remove all belongings. The PHA will not be responsible for any remaining items left in the unit before, during, or after the 10 day period.

Resident's Signature: _____Date: _____

Senior Property Manager Signature: _____Date: _____

ADMINISTRATIVE PLAN

FOR THE

SECTION 8
HOUSING CHOICE VOUCHER PROGRAM

THE HOUSING AUTHORITY OF THE CITY OF HIGH POINT
P. O. Box 1779
High Point, North Carolina 27261

Approved by the Board of Commissioners
August 11, 2010

Submitted to U.S. Department of Housing & Urban Development
September 2010

Section 8 Administrative Plan

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CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Section 8 Program was enacted as part of the Housing and Community Development Act of 1974, which re-codified the U.S. Housing Act of 1937. The Act has been amended from time to time, and its requirements, as they apply to the Housing Choice Voucher, is described in and implemented through this Administrative Plan.

Administration of the Section 8 Program and the functions and responsibilities of the Housing Authority of the City of High Point (PHA) staff shall be in compliance with the PHA's Personnel Policy and the Department of Housing and Urban Development's (HUD) Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

A. LOCAL OBJECTIVES

The Section 8 Program is designed to achieve three major objectives:

1. To provide decent, safe, and sanitary housing for very low income families while maintaining the rent payments at an affordable level.

2. To prompt freedom of housing choice and spatial de-concentration of very low-income families of all races and ethnic backgrounds.

3. To provide an incentive to private property owners to rent to very low-income families by offering timely assistance payments.

In addition, the PHA has the following goals for the program:

1. To assist the local economy by increasing the occupancy rate and the amount of money flowing to the community.

2. To encourage self-sufficiency of participant families.

B. PURPOSE OF THE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and continued participation in these programs. Policies are the same for both programs unless otherwise noted.

The PHA is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence. Any changes to the original Plan requires notification to or approval by the Board of Commissioners of the agency and a copy provided to HUD.

C. FAIR HOUSING POLICY

It is the policy of the Housing Authority of the City of High (PHA) to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of o1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974, and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), and applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted.

The PHA shall not on account of race, sex, religion, creed, national or ethnic origin, familial or marital status, disability or handicap, deny any family or individual the opportunity to apply for, or receive assistance under HUD's Public Housing Programs, within the requirements and regulations of HUD and other regulatory authorities.

To further its commitment to full compliance with applicable Civil Rights laws, the PHA will provide Federal/State/local information to Housing Choice Voucher program holders regarding "discrimination" and any recourse available to them if they are victims of discrimination. Such information will be made available during the family briefing session, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made a part of the Housing Choice Voucher holder's briefing packet.

Except as otherwise provided in 24 CFR 8.21(c)(1) 8.24(a), 8.25, and 8.32, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the PHA's facilities are inaccessible to or unusable by persons with disabilities.

Private owners of rental units must permit disabled persons, at their own expense, to make reasonable modifications to the premises (both interior unit and common area) if necessary to obtain full enjoyment of a dwelling. However, permission may be conditioned on the renter agreeing to restore the unit interior to its previous condition. Permission may also be conditioned on provision of a description of work, assurance it will be done in "workmanlike" manner and that necessary building permits will be obtained.

If requested, owners must make reasonable accommodations to rules and policies to give persons with disabilities equal opportunity to enjoy dwelling and/or common areas (e.g., through assigned parking for persons with disabilities, or animals for disabled tenants, even if pets are not generally allowed).

The PHA's Central office, 500 E. Russell Ave., High Point, NC is accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the TTD/TDY telephone number, 336-887-2661.

D. SERVICE POLICY /ACCOMMODATIONS

This policy is applicable to all situations described in this Administrative Plan when a family initiates contact with the PHA, when the PHA initiates contact with a family including when a family applies, and when the PHA schedules or reschedules appointments of any kind.

It is the policy of this PHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The PHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on PHA forms and letters to all families, and all requests will be verified so that the PHA can properly accommodate the need presented by the disability.

Requests for reasonable accommodation from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices will be allowed to provide some information, but only with the permission of the person with the disability.

All PHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

Verification of a Request for Accommodation

All requests for accommodation or modification will be verified with a reliable knowledgeable, professional.

The Housing Authority utilizes organizations that provide assistance to hearing and sight-impaired persons when needed.

E. TRANSLATIONS OF DOCUMENTS AND LIMITED ENGLISH PROFICIENCY POLICY

Section 504 of the Rehabilitation Act of 1973, 24 CFR 8.6 & 8.21

If there is a need for documents to be translated for non-English speaking families, the PHA will contract with an outside agency to provide the service.

At initial contact the PHA staff will provide a form to the applicants which allow them to indicate whether or not a reasonable accommodation is needed. Alternative forms of communication might include: sign language interpretation, having materials explained orally by the staff, either in person or by phone, large type materials, information on tape, and having someone (friend, relative or advocate) accompany the applicant to receive, interpret and explain housing materials.

PHA will prepare the following information in plain-language accessible formats:

- Marketing and informational materials
- Information about the application process
- The Application Form
- All form letters, notices, to applicants and residents
- General statement about reasonable accommodation
- Orientation materials for new residents
- The Lease and house rules (if any)
- Guidance or instructions about care of the housing unit
- Information about opening, updating or closing the waiting list
- All information related to applicant's rights (informal hearing, etc.)

F. FAMILY OUTREACH

The PHA will publicize and disseminate information to make known the availability of housing assistance and related services for very low income families on a regular basis. When the PHA's waiting list is open, the PHA will publicize the availability and nature of housing assistance for very low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach persons who cannot read the newspaper; the PHA will distribute fact sheets to the broadcasting media. PHA will communicate the status of housing availability to other service providers in the community advise them of housing eligibility factors and guidelines in order that they can make proper referrals for housing assistance.

The PHA will ensure that outreach efforts reach eligible persons with disabilities and that owners with accessible units are encouraged to participate in the program. In addition, PHAs will help families that include an individual with a disability in locating an available, accessible unit. When considering requests for extensions of the voucher term, the PHA will take into account the special problems associated with locating an accessible unit. When required as a reasonable accommodation for a family that includes a person with disabilities, the PHA may establish a higher payment standard.

G. OWNER OUTREACH

The PHA encourages owners of decent, safe and sanitary housing units to lease to Section 8 families. The PHA maintains a list of interested landlords/list of units available for the Section 8 Program and updates this list at least monthly. When listings from owners are received, they will be compiled by the PHA staff by bedroom size.

The PHA encourages suburban property owners to participate in the Section 8 Program.

The staff of the PHA initiates personal contact with private property owners and managers by conducting formal and informal discussions and meetings.

The PHA has active participation in a community based organization(s) comprised of private property and apartment owners and managers.

The PHA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners.

H. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

The PHA's policy regarding release of information is in accordance with State and local laws which may restrict the release of family information.

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records and, if known to the PHA, the name and address of the landlord at the family's current and prior address.

A statement of the PHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All participant files will be stored in a secure location that is only accessible by authorized staff.

No participant information will be discussed with any outside agency or individual unless the PHA has received the properly signed Authorization form.

I. EQUAL EMPLOYMENT OPPORTUNITY

The PHA practices affirmative action in hiring, promotion and conditions of employment.

J. RULES AND REGULATIONS

This Administrative Plan is set forth to define the PHA's local policies for operation of the housing programs in the context of Federal laws and Regulations. Such Federal regulations, HUD memorandums, PIH Notices and guidelines, or other applicable laws that govern all issues related to Section 8 not addressed in this document.

K. JURISDICTION

The jurisdiction of the PHA is the city of High Point, North Carolina.

L. MONITORING PROGRAM PERFORMANCE

Reports will be maintained for:

Monitoring funding availability, to ensure the PHA is at maximum utilization;
Tracking outstanding Housing Choice Vouchers for expiration;
Timeliness of annual activities;
Numbers of failed inspections and abatements;
Claim payments made;
Number and reason for moves and terminations of assistance;
Number of new Housing Choice Vouchers issued;
Repayment of amounts owed the PHA.

In order to ensure quality control, PHA's quality control sample records will be drawn in an unbiased manner and reviewed by a Director of Housing or his/her desgnee to determine if the work documented in the files or records conforms to program requirements. The minimum size of the PHA's quality control sample is as follows:

Universe	Minimum number of files or records to be sampled
50 or less	5
51–600	5 plus 1 for each 50 (or part of 50) over 50
601–2000	16 plus 1 for each 100 (or part of 100) over 600
Over 2000	30 plus 1 for each 200 (or part of 200) over 2000

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M. EXPENDITURES FROM ADMINISTRATIVE FEE RESERVE

The Board of Commissioners has established $10,000 maximum amount that may be expended from the Administrative Earned Fee Reserve without prior Board of Commissioners approval.

N. TERMINOLOGY

The Housing Authority of the City of High Point is referred to as “PHA” or “Housing Authority” throughout this document.

“Family” is used interchangeably with “Applicant” or “Participant” and can refer to a single person family.

“Tenant” is used to refer to participants in terms of their relation to landlords.

“Landlord” and “owner” are used interchangeably.

“Disability” is used where “handicap” was formerly used.

“New Rule” refers to the HUD Occupancy Regulations effective 10/2/95. “Old Rule” refers to the Regulations that were superseded on that date.

“Non-citizens Rule” refers to the regulation effective June 19, 1995 restricting assistance to U.S. citizens and eligible immigrants.

The Section 8 program is known as the Housing Choice Voucher Program.

“HQS” means the Housing Quality Standards required by regulations as enhanced by the PHA.

“Failure to Provide” refers to all requirements in the first Family Obligation. See Chapter 15, “Denial or Termination of Assistance.”

See Glossary for other terminology.

CHAPTER 2
(24 CFR 982.201; Housing Choice Voucher Guidebook; HUD 7420.10)

ELIGIBILITY FOR ADMISSION

INTRODUCTION

This Chapter defines both HUD's and the PHA's criteria for admission and denial of admission to the program. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The PHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the PHA pertaining to their eligibility.

Eligibility Factors

To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the PHA.

The HUD eligibility criteria are:

- An applicant must be a "family"
- An applicant must be within the appropriate Income Limits
- An applicant must furnish Social Security Numbers
- An applicant must furnish evidence of Citizenship/Eligible Immigrant Status

Student Eligibility:

A student seeking Section 8 assistance will be examined along with the income eligibility of the student's parents. Both the student's income and the parents' income must be separately assessed for income eligibility.

Additionally, the financial assistance of the student in assess of tuition will be included in annual income when determining student eligibility for Section 8 assistance, unless the student the student is over the age of 23 with dependant children and for rent calculation purposes.

PHA must deny any applicant who is a **student** enrolled at an institution of higher education, is under the age of 24, is not a veteran, unmarried, and does not have a dependent child, is individually ineligible for Section 8 assistance, or the student parents are, individually or jointly, ineligible for assistance.

For the PHA's additional criteria for eligibility, see Section E, "Other Criteria for Admission."

The Family's initial eligibility for placement on the waiting list will be made in accordance with the eligibility factors. Evidence of Citizenship/Eligible Immigrant Status will be verified before the family is selected from the waiting list for issuance of a Housing Choice Voucher.

Eligibility factors will be verified before the family is placed on the program.

A. FAMILY COMPOSITION

The applicant must qualify as a Family. A family may be a single person or a group of persons. Discrimination based on familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. By definition, a family must contain a competent adult at least 18 years of age, or if under the age of 18 must have been declared emancipated by court order. A family is either a single person or a group of persons and includes:

Two or more persons related by blood, marriage, adoption or other operation of law are resources, or two or more persons who are not so related but who will live together in a stable relationship and share resources.

A household with or without children: A child who is temporarily away from home due to placement in foster care should be considered a member of the family.

Two or more persons who intend to share residency whose income and resources are available to meet the family's needs.

An elderly family, which is defined as a family whose head, co-head, spouse, or sole member is at least 62 years of age; or two or more persons. Each of who are at least 62, living together; or one or more persons who are at least 62 living with one or more live-in aides.

A disabled family, which means a family whose head, co-head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities or one or more persons with disabilities with one or more live-in aide displaced family, which is a family in which each member or sole member is a person displaced by governmental action, or whose dwelling has been extensively damage or destroyed as a result of a disaster declared or otherwise formally recognized by federal disaster relief laws.

A remaining member of a tenant family is a family member of an assisted tenant family who remains in the unit when other members of the family have left the unit.

A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

A displaced family is a family in which each member or whose sole member is a person displaced by governmental action or a declared natural disaster.

A single person may be:

An elderly person
A displaced person
A person with disabilities
Any "other single" person

Head of Household

The head of household is the adult member of the household who designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying the rent.

Spouse of Head

Spouse means the husband or wife of the head.

Live-In Aide (24 CFR 982.316)

(a) A family that consists of one or more elderly, near-elderly or disabled persons may request that the PHA approve a live-in aide to reside in the unit and provide necessary supportive services for a family member who is a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the family member with a disability. (See 982.402(b)(6) concerning effect of live-in aide on family unit size.)

(b) At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if:

(1) The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

(2) The person commits drug-related criminal activity or violent criminal activity; or

(3) The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

(4) Any live-in aide (approved by the PHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) may not be counted in determining the family unit size; (24 CFR 982.402)

(5) Unless a live-in-aide resides with the family, the family unit size for any family consisting of a single person must be either a zero or one-bedroom unit, as determined under the PHA subsidy standards. (24 CFR 982.402)

A Family may include a live-in aide provided that such live-in aide:

Is determined by the PHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,

Is not obligated for the support of the person(s), and

Would not be living in the unit except to provide care for the person(s).

A live-in aide is treated differently than members of the lease:

- Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- Live-in aides are not subject to Non-Citizen Rule Requirements.
- Live-in aides may not be considered as a remaining member of the tenant family.
- The PHA does not have to provide a separate bedroom for the live-in aide; living room may be used as a sleeping room.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

Family members of a live-in aide may also reside in the unit providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the live-in family member does not overcrowd the unit.

A live-in aide may only reside in the unit with the approval of the PHA. Written verification will be required from a reliable, knowledgeable professional to substantiate the need for a live in aide. The verification provided must certify that a live-in aide is needed for the care of the family member who is elderly, near elderly (50-61) or disabled.

Verification must include the hours the care will be provided.

At any time, the PHA may refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, bribery, or any other corrupt or criminal act about any federal housing program.
- The person commits drug-related criminal activity or violent criminal activity; or
- The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section or public housing assistance under the 1937 Act.

Split Households Prior to Housing Choice Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the PHA will make the decision taking into consideration the following factors:

- Which family member applied as head of household.
- Which family unit retains the children or any disabled elderly members.
- Restrictions that were in place at the time the family applied.
- Role of domestic violence in the split.
- Recommendations of social service agencies or qualified professionals such as children's protective services.

Documentation of these factors is the responsibility of the applicant families. If either or both of the families do not provide the documentation, they may be denied placement on the waiting list for failure to supply information requested by the PHA.

In cases where domestic violence played a role, the standard used for verification will be the same as that required for the "displaced due to domestic violence" preference.

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of t he time" is defined as 183 days of the year, which do not have to run consecutively.

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

B. INCOME LIMITATIONS

In order to be eligible for assistance, an applicant must be:

A extreme-low income family (Less than 30% of AMFI, 75% of all new admissions must fall into this category); or

A very-low income family (30% or more of AMFI, but less than 50 of AMFI); or

A low-income family (50% or more of AMFI, but less than 80% of AMFI) in any of the following categories:

A low-income family that is continuously assisted under the 1937 Housing Act: An applicant is continuously assisted if the family has received assistance under any 1937 Housing Act program within 120 days of Housing Choice Voucher. Programs include public housing, all Section 8 programs, and all Section 23 programs.

A low-income family physically displaced by rental rehabilitation activity under 24 CFR parts 511.

A low-income non-purchasing family residing in a HOPE 1 or HOPE 2 project.

A low-income non-purchasing family residing in a project subject to a homeownership program under 24 CFR 248.173.

A low-income family displaced as a result of the repayment of a mortgage or voluntary termination of a mortgage insurance contract under 24 CFR 248.165.

To determine if the family is income-eligible, the PHA compares the Annual Income of the family to the applicable income limit for the family's size.

Families whose Annual Income exceeds the income limit will be denied admission and offered an informal review.

Single jurisdiction PHAs: The applicable income limit to be used at initial issuance of a Housing Choice Voucher is the HUD approved income limit for the area in which the PHA is located.

Multi-jurisdictional PHAs: The applicable income limit to be used at initial issuance of a Housing Choice Voucher is the highest HUD approved income limit for the area in which the PHA is located.

For admission to the program (initial lease-up), the family must be within the very low limit of the jurisdiction where they want to live.

Portability: For initial lease-up, families who exercise portability must be within the income limit for the jurisdiction of the receiving PHA in which they want to live.

Income limits do not affect the eligibility of a participant family exercising portability; however, the family's TTP must be less than the payment standard at the receiving PHA for the family to lease within that PHA's jurisdiction.

C. MANDATORY SOCIAL SECURITY NUMBERS (24 CFR 5.26)

Families are required to provide verification of Social Security Numbers for all eligible family members prior to admission, if the Social Security Administration has issued them a number. This requirement also applies to persons joining the family after admission to the program.

Persons who have not been assigned a SSN must execute a certification stating that no SSN has been assigned. This process need occur only one time for each family member. New family members will be required to disclose or certify at the time the change in family composition is reported to the PHA or the next annual recertification. A parent or guardian must provide the certification for a minor.

The PHA will document the SSN disclosed by each family member. If the family member cannot produce an original Social Security card issued by the Social Security Administration, the PHA may accept one of the following as verification if it includes the SSN:

A driver's license with SSN.

Identification card issued by a federal, state, or local agency.

Identification card issued by a medical insurance company or provider (including Medicare and Medicaid).

Identification card issued by an employer or trade union.

Earnings statements on payroll stubs.

Bank statements.

IRS From 1099.

Benefit award letters from government's agencies.

Retirement benefit letter.

Life insurance policies.

Court records (real estate, tax notices, marriage and divorce, judgment, or bankruptcy records)

If applicants cannot produce an original Social Security card, they must certify that the document provided is complete and accurate.

Failure to furnish verification of social security numbers is grounds for denial or termination of assistance.

D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS (24 CFR 5.508)

In order to receive assistance, a family member must be an U.S. citizen or eligible immigrant. Non U.S. citizens and/ineligible immigrants may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

No individual or family applying for assistance may receive such assistance prior to the verification of eligibility of at least the individual or one family member.

Proof of citizenship maybe verified by the following items:

- Birth Certificate
- Passport
- Military Discharge Form DD214
- Social Security Documentation
- Baptism Records

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families. A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the non-citizen regulations are not eligible for assistance. When a non-citizen student is accompanied by a non-citizen spouse and/or children, those family members are also ineligible for assistance. However, citizen spouses and the children of the citizen spouse and non-citizen student are eligible for assistance. When a household includes eligible and ineligible members it is treated as a "Mixed family". A non-citizen student is defined as a bone-fide student who:

Is pursing a course of study in this country"

Has a residence in another country outside of the United States that the person has no intention of abandoning: and

Is admitted to this country temporarily, solely for the purpose of pursuing a course of study.

Eligible non citizens claiming eligible immigration status must provide all the following evidence:

- The signed declaration of "Eligible Immigration Status".
- A signed verification consent form describing transmission and use of the information obtained.
- One of the **INS** documents specified below:
- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record Annotated with one of the following;
- 208" or "Asylum" "Admitted as a Refugee Pursuant to Section 207" Section.
- Section 243(h)" or " Deportation stayed by Attorney General"

- "Paroled Pursuant to Section 221 (d) (5) of the **INS**"
- Form I-94 Arrival-Departure Record with no annotation accompanied by:
- A final court decision granting asylum (but only if no appeal is taken);
- A letter from an **INS** asylum officer granting asylum (if application is filed on or after 10/1/90) or from an **INS** district director granting asylum (application filed before 10/1/90;
- A court decision granting withholding of deportation; or
- A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90);
- Form I-688 Temporary Resident Card annotated "Section 245A" or "Section 210";
- Form I-688B Employment Authorization Card annotate "Provision of Law 274a.12(11" or Provision of Law 273a.12"
- A receipt issued by the **INS** indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant's entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the **INS** to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register

Appeals: For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

E. OTHER CRITERIA FOR ADMISSION

The PHA may apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program.

1. The Family must not have violated any family obligation or **lease** during a previous participation in the **Section 8** or **Public Housing** programs within the **past five (5) years.**

   An exception may be granted by the PHA if the family member who violated the family obligation is not a current member of the household on the application.

2. No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the **past five (5) years.**

3. A family must have paid any outstanding debt owed the PHA or another PHA as a result of prior participation in any federal housing program.

   At the time of initial application, the family must pay any such debt in full

in order to be placed on the waiting list.

4. No member of the family may have engaged in drug related or violent criminal activity within the **past five (5) years.**

   The PHA will check criminal history for all adults and family members 16 years of age or older in the household to determine whether any member of the family has engaged in violent or drug-related criminal activity.

   Verification of any past activity will be done at final eligibility and will include a check of conviction records.

5. No family member may have been evicted from any federally assisted housing for any reason within the **past five (5) years.**

6. No family member may have engaged in or threatened abuse used verbally abusive language or demonstrated violent behavior towards HPHA personnel.

F. SUITABILITY OF FAMILY

The PHA may take into consideration any of the additional criteria for admission in Section E above, but may not otherwise screen for factors which relate to the suitability of the applicant family as tenants. It is the responsibility of the owner to screen the applicants as to their suitability for tenancy.

The PHA will advise families how to file a complaint if they have been discriminated against by an owner. The PHA will advise the family to make a Fair Housing complaint. The PHA could also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization.

G. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between placement on the waiting list and issuance of a Housing Choice Voucher may affect the family's eligibility or Total Tenant Payment. For example, if a family goes over the income limit prior to lease up, the applicant will not continue to be eligible for the program. They will be notified in writing of their ineligible status and their right to an informal review.

H. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See Chapter 19, "Complaints and Appeals" for additional information about reviews and hearings.

CHAPTER 3

(24 CFR 982.201; Housing Choice Voucher Guidebook; HUD 7420.10)

APPLYING FOR ADMISSION

INTRODUCTION

The policy of the PHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the PHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Plan.

A. HOW TO APPLY (24 CFR 982.202)

Families who wish to apply for any of the PHA's programs must complete a written application form with the PHA. Applications will be made available in an accessible format upon request from a person with a disability.

The application process will involve two phases. The first is the "initial" application for assistance. This first phase results in the family's placement on the waiting list.

The second phase is the "final determination of eligibility." This application takes place when the family reaches the top of the waiting list. At this time the PHA ensures that verification of all HUD and PHA eligibility factors is current in order to determine the family's eligibility for the issuance of a Housing Choice Voucher.

Applicants may apply for all open waiting lists.

B. WAITING LIST OPENING/CLOSING (24 CFR 982.206)

The PHA will utilize the following procedures for opening the waiting list.

When the PHA opens the waiting list, the PHA will advertise through public notice in the newspapers, and media entities, advising of the location(s), and program(s) for which applications are being accepted.

The notice will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.

Public housing residents must submit a separate application if they want to apply for Section 8.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the PHA address and telephone number, how to submit an application, information on eligibility requirements, and the availability of local preferences.

Upon request from a person with a disability, additional time will be given as a reasonable accommodation for submission of an application after the closing deadline.

CLOSING WAITING LIST

The PHA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next 12 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

The PHA will make known to the public through publication in a newspaper of general circulation, and other suitable means the fact that applications for the Section 8 Housing Choice Voucher Program are being suspended.

To reach persons who cannot read the newspapers; the PHA will distribute fact sheets to the broadcasting media.

Any time that there are not enough applicants to fill anticipated openings for the next 12 months; the PHA may reopen the list.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover and new allocations over the next 12 months. The PHA will give at least two week's notice before closing the list. When the period for accepting applications is over, the PHA will add the new applicants to the list by:

Separating the new applicants into groups based on preferences and ranking applicants within each group by date and time of application.

When the application is submitted to the PHA:

It establishes the family's date and time of application for placement order on the waiting list.

C. "INITIAL" APPLICATION PROCEDURES

An applicant does not have any "right" or entitlement:

- To be listed on the waiting list,
- To any particular position on the waiting list, or
- To be admitted to the program.

Applicants do have a right to bring judicial action to challenge a PHA violation of a constitutional or

statutory requirement.

The PHA will utilize an application form. The information is to be filled out by the applicant whenever possible; however the information may be completed by a staff. The information is necessary to provide specific accommodation to persons with disabilities. Translations will be provided for non-English speaking applicants.

The purpose of the application is to permit the PHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list. The application will contain questions designed to obtain the following information:

Names of adult members and age of all members

Sex and relationship of all members

Street Address and phone numbers

Mailing Address (If PO Box or other permanent address)

Amount(s) and source(s) of income received by household members

Information regarding Disabilities relating to program requirements (i.e., deductions)

Information related to qualification for preferences

Social Security Numbers

Race/ethnicity

Student Status

Citizenship/eligible immigration status

Reasonable Accommodation Request

Convictions for Drug Related or Violent Criminal Activity

Previous address

Current and previous landlord's names and addresses

Emergency contact person and address

Program integrity questions regarding previous participation in HUD programs

Applications will require an interview. The information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform the PHA in writing of changes in family composition, income, and address, as well as any changes in their Preference status. Applicants are also required to respond to requests from the PHA to update information on their application, or to determine their continued interest in assistance.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list. See Chapter 19, "Complaints and Appeals"

D. NOTIFICATION OF APPLICANT STATUS

If after a review of the application the family is determined to be eligible, they will be notified in writing.

This written notification of preliminary eligibility will be mailed to the applicant by first class mail.

If the family is determined to be ineligible based on the information provided in the application, the PHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation. See Chapter 19, "Complaints and Appeals."

E. TIME OF SELECTION

When funding is available, families will be selected from the waiting list in their preference-determined sequence, regardless of family size.

When there is insufficient funding available for the family at the top of the list, the PHA will not admit any other applicant until funding is available for the first applicant. Applicants will not be passed over on the waiting list.

Based on the PHA's turnover and the availability of funding, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on waiting list sequence/completion of verification.

F. INTERVIEW PRIOR TO SELECTION

All Local Preferences claimed on the application or while the family is on the waiting list will be verified.

After the family is selected from the waiting list and prior to issuance of a Housing Choice Voucher.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

After the preference is verified, when the PHA is ready to select applicants, applicants will be required to:

> Participate in an application interview with a PHA representative during which the applicant will be required to furnish complete and accurate information verbally as requested by the interviewer. The PHA interviewer will update application with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

G. REQUIREMENT TO ATTEND INTERVIEW

The PHA utilizes the interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other PHA services or programs, which may be available.

All adult family members are required to attend the interview.

If the head of household cannot attend the interview the spouse may attend to complete the application and certify for the family with a notarized Power of Attorney. The head of household, however, will be required to attend an interview within ten (10) days from the date of to review the information and to certify by signature that all of the information is complete and accurate.

If an applicant fails to appear for their interview without prior approval of the PHA, their application will be denied unless they can provide acceptable documentation to the PHA that an emergency prevented them from attending the interview.

Reasonable accommodation will be made for persons with a disability. A designee will be allowed to provide some information, but only with permission of the person with a disability.

All adult members must sign all applicable forms required by PHA and HUD Failure to complete the required forms will result in application denial and removal from the waiting list.

Information provided by the applicant will be verified including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation. Verifications may not be more than sixty (60) days old at the time of Housing Choice Voucher issuance.

If the PHA determines at or after the interview that additional information or document(s) are needed, the PHA will request the document(s) or information in writing. The family will be given 10 days to supply the information.

If the information is not supplied in this time period, the PHA will provide the family a notification of denial for assistance. (See Chapter 19, "Complaints and Appeals.")

H. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, the PHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the PHA, and the current eligibility criteria in effect. If the family is determined to be eligible, a briefing will be scheduled for the issuance of a Housing Choice Voucher and the family's orientation to the housing program.

CHAPTER 4

(24 CFR 982.207; Housing Choice Voucher Guidebook)

ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

It is the PHA's objective to ensure that the families are placed in the proper order on the waiting list so that an offer of assistance is not delayed to any family, or made to any family prematurely. This chapter defines the eligibility criteria for the local preferences and explains the PHA's system of applying them. By maintaining an accurate waiting list, the PHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

A. APPLICATION POOL

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

1. The application will be a permanent file.

2. All applicants in the pool will be maintained in order of preference. Applications equal in preference will be maintained by date and time sequence.

1. All applicants must meet "Very Low Income" eligibility requirements as established by HUD, and a minimum of **75 percent of new admissions must be for "Extreme Low" families,** whose incomes do not exceed 30 percent of the area median income Any exceptions to these requirements, other than those outlined in Chapter 2, "Eligibility for Admission," must have been approved previously by the HUD Field Office.

Special Admissions

Applicants who are admitted under Special Admissions rather than from the waiting list are identified by codes on the waiting list.

Applicants who are admitted under targeted funding which are not identified as a Special Admission are identified by codes and are not maintained on separate waiting lists.

B. WAITING LIST PREFERENCES

An applicant will not be granted any preference if any member of the family has been evicted from any federally assisted housing during the past five (5) years because of drug-related criminal activity.
The PHA may grant an exception to such a family only for professionally documented cases (i.e. case worker statements, parole officer statements, court agreements).

C. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION

At the time of application, an applicant's entitlement to a local Preference may be made based on:

> An applicant's certification that they qualify for a preference will be accepted without verification. When the family is selected from the waiting list for the final determination of eligibility, the preference will be verified.

The PHA may re-verify a preference claim, if the PHA family's circumstances have changed, at time of selection from the waiting list.

If the preference verification indicates that an applicant does not qualify for the preference, the applicant will be returned to the waiting list and ranked without the local preference and given an opportunity for a meeting.

If, at the time the family applied, the preference claim was the only reason for placement of the family on the list and the family cannot verify their eligibility for the preference as of the date of application, the family will be removed from the list.

D. LOCAL PREFERENCES

Families who reside inside or whose head of household or spouse is employed or have been hired to work within the corporate limits of the City of High Point. This also includes graduates and/or participants in, education and training programs within the jurisdiction of High Point, N.C. These families will be selected for housing assistance prior to families residing outside the jurisdiction of High Point, N.C.

E. RANKING PREFERENCES

Ranking preferences are used to prioritize applicants within the local preferences.

These categories will receive a ranking preference:

Families who reside inside or whose head of household or spouse is employed or have been hired to work, and graduates of, or are now participants in, education and training programs, if the education or training program is within the jurisdiction of High Point, NC, in the following order:

> Families that have been determined to be emergencies as defined. (Displaced by disaster, such as fire or flood; displacement by government action; domestic violence, displacement to avoid reprisals; displacement by hate crimes, or as further defined by the Chief Executive Officer).
>
> Families who are paying more than 30% of their adjusted monthly income for rent and utilities. Must provide proof.
> Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent established by this Housing Authority are not entitled to this preference.
>
> Families with at least one adult who is employed. (This ranking is extended equally to elderly families or families whose head or spouse is receiving income based on their inability to work).

Families where the head or spouse is a veteran or in the service of the military of the United States of America.

Families who do not reside inside or whose head of household or spouse work or have been hired to work, and are not graduates of, or are not participants in, education and training programs, in the jurisdiction of High Point, NC, in the following order:

Families that have been determined to be emergencies as defined. (Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Chief Executive Officer.

Families who are paying more than 30% of their adjusted monthly income for rent and utilities.

Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent established by this Housing Authority are not entitled to this preference.

Families with at least one adult who is employed. (This ranking is extended equally to elderly families or a family whose head or spouse is receiving income based on their inability to work).

Families where the head or spouse is a veteran or in the service of the military of the United States of America.

Within each ranked category above, applicants will be selected by date and time.

F. EXCEPTIONS FOR SPECIAL ADMISSIONS (24 CFR 982.203)

If HUD awards a PHA program funding that is targeted for specifically named families, the PHA will admit these families under a Special Admission procedure.

Special admissions families will be admitted outside of the regular waiting list process. They do not have to qualify for any preferences, nor are they required to be on the program waiting list. They are not counted in the limit on non-federal preference admissions. The PHA maintains separate records of these admissions.

The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

1. A family displaced because of demolition or disposition of a public or Indian housing project;

2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;

3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;

4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and

5. A non-purchasing family residing in a HOPE 2 project.

G. TARGETED FUNDING

When HUD awards special funding for certain family types, families who qualify are placed on the regular waiting list. When a specific type of funding becomes available, the waiting list is searched for the first available family meeting the targeted funding criteria.

The PHA has the following "Targeted" Programs:

- Family Unification
- Mainstream Disabled

H. PREFERENCE ELIGIBILITY

Change in Circumstances

Changes in an applicant's circumstances while on the waiting list may affect the family's entitlement to a preference. Applicants are required to notify the PHA in writing when their circumstances change. When an applicant claims an additional preference, s/he will be placed on the waiting list in the proper order of their newly claimed preference.

The exception to this is if, at the time the family applied, the waiting list was only open to families who claimed the local preference, which they initially claimed. In such case, the applicant must verify that they were eligible for the first preference before they are returned to the waiting list with the new preference.

Cross Listing of Public Housing and Section 8

The PHA will not merge the waiting lists for public housing and Section 8. However, if the Section 8 waiting list is open when the applicant is placed on the public housing list, the PHA must offer to place the family on both lists. If the public housing waiting list is open at the time an applicant applies for Section 8, the PHA must offer to place the family on the public housing waiting list.

I. ORDER OF SELECTION

Local Preferences

First Preference: These applicants will be selected first and ranked in the following order:

(1) Families who reside inside or whose head or spouse are employed or have been hired to work within the corporate limits of the City of High Point. This also includes graduates and/or participants in, education and training programs. These families shall be ranked in accordance with the following criteria:

(i) Families that have been determined to be emergencies as defined. (Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by the Chief Executive Officer.

(ii) Families who are paying more than 30% of their adjusted monthly income for rent and utilities. Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent established by this Housing Authority are not entitled to this preference.

(iii) Families with at least one adult who is employed. (This ranking extended equally to elderly families or a family whose head or spouse is receiving income based on their inability to work).

(iv) Families where the head or spouse is a veteran or in the service of the military of the United States of America.

Second Preference: These applicants will be selected after the First Preference applicants and ranked in the following order:

(2) Families who do not reside inside or whose head of household or spouse work or have not been hired to work, and are not graduates of, or are not participants in education and training programs, in the jurisdiction of High Point, NC, in the following order:

These Families shall be ranked in accordance with the following criteria:

(i) Families that have been determined to be emergencies defined as: Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by the Chief Executive Officer.

(ii) Families who are paying more than 30% of their adjusted monthly income for rent and utilities. Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent established by this Housing Authority are not entitled to this preference.

(iii) Families with at least one adult who is employed. (This ranking is extended equally to elderly families or a family whose head or spouse is receiving income based on their inability to work).

(iv) Families where the head of spouse is a veteran or in the service of the military of the United States of America.

Within each preference category above, applicants will be selected by date and time of application.

J. FINAL VERIFICATION OF PREFERENCES

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, the PHA will:

Mail a Preference Verification letter to the applicant's last known address, requesting verification of the family's preference claim and mail third party verifications as applicable.

K. PREFERENCE DENIAL

If the PHA denies a preference, the PHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting/a review. If the preference denial is upheld as a result of the meeting or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against. If the applicant falsifies documents or makes false statements in order to qualify for any preference, they will be removed from the Waiting List.

L. REMOVAL FROM WAITING LIST AND PURGING

If an applicant fails to respond to a mailing from the PHA, the applicant will be sent written notification and given ten (10) days to contact the PHA. An extension will be considered an accommodation if requested by a person with a disability. If a letter is returned by the post office without a forwarding address, the applicant will be removed without further notice and the envelope and letter will be maintained in the file. If a letter is returned with a forwarding address, it will be re-mailed to the address indicated.

If an applicant family demonstrates that it failed to respond to a PHA's request for information due to a family member's disability, the PHA will reinstate the family on the waiting list as a reasonable accommodation for the disability.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement without sufficient documentation.

The waiting list will be purged at least annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The mailing will ask for current information and confirmation of continued interest.

The same guidelines will be used for failure to respond to this mailing. Notices will be made available in accessible format upon the request of a person with a disability.

The PHA allows a grace period of thirty (30) days after completion of the purge. Applicants who respond during this grace period will be reinstated.

CHAPTER 5
(24 CFR 982.402; Housing Choice Voucher Guidebook; HUD 7420.10)

SUBSIDY STANDARDS

INTRODUCTION

HUD guidelines require that PHA's establish subsidy standards for the determination Housing Choice Voucher bedroom size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the Housing Choice Voucher size also must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards which will be used to determine the Housing Choice Voucher size for various sized families when they are selected from the waiting list, as well as the PHA's procedures when a family's size changes, or a family selects a unit size that is different from the Housing Choice Voucher.

A. DETERMINING HOUSING CHOICE VOUCHER SIZE

The PHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. The PHA's subsidy standards for determining Housing Choice Voucher size shall be applied in a manner consistent with Fair Housing guidelines.

For subsidy standards, an adult is a person eighteen (18) years or older.

All standards in this section relate to the number of bedrooms on the Housing Choice Voucher, not the family's actual living arrangements.

The unit size on the Housing Choice Voucher remains the same as long as the family composition remains the same, regardless of the actual unit size rented.

Generally, the PHA assigns one bedroom to two people within the following guidelines:

Persons of different generations, persons of the opposite sex (other than spouses), and unrelated adults should be allocated a separate bedroom.

Separate bedrooms should be allocated for persons of the opposite sex over the age of three (other than adults who have a spousal relationship).

Foster children will be included in determining unit size only if they will be in the unit for more than 3 months.

Live-in aide may not be provided a separate bedroom.

No additional bedrooms are provided for the live-in aide's family.

Space may be provided for a child who is away at school but who lives with the family during school recesses.

Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military.

Adults of different generations will have separate bedrooms.

Single person families shall be allocated one bedroom.

Two elderly or disabled household members may be given separate bedrooms.

In determining family unit size for a particular family, the PHA may grant an exception to its established subsidy standards if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances. (For a single person other than a disabled or elderly person or remaining family member, such excerption may not override the requirement of providing only a zero or one-bedroom unit to a single person.)

GUIDELINES FOR DETERMINING HOUSING CHOICE VOUCHER SIZE

Housing Choice Voucher Size	Persons in Household (Minimum #)	Persons in Household (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8
5 Bedrooms	6	10
6 Bedrooms	8	12

B. CHANGES IN HOUSING CHOICE VOUCHER SIZE

Changes for Applicants

The Housing Choice Voucher size is determined prior to the briefing by comparing the family composition to the PHA subsidy standards. If an applicant requires a change in the Housing Choice Voucher size, the following guidelines will apply:

Requests for Exception to Subsidy Standards for Applicants

The family may request a larger sized Housing Choice Voucher than indicated by the PHA's subsidy standards. Such request must be made in writing within 10 days of the PHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

PHA shall grant exceptions from the standards if the family requests and the PHA determine the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances.

Circumstances may dictate a larger size than the Subsidy Standards permit when persons cannot share a bedroom because of an accommodation which has been requested, such as:

Persons who cannot occupy a bedroom because of a verified medical or health reason

Elderly persons or Persons with disabilities who may require a live-in attendant

Requests based on health related reasons must be verified by a doctor/medical professional.

If the PHA errs in the bedroom size designation, the family will be issued a Housing Choice Voucher of the appropriate size so that the family is not penalized.

Changes for Participants

The members of the family residing in the unit must be approved by the PHA. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the PHA within 10 days.

Requests for Exception to Subsidy Standards for Participants

The PHA will grant an exception upon request as an accommodation for persons with disabilities.

The family may request a larger sized Housing Choice Voucher than indicated by the PHA's subsidy standards. Such request must be made in writing within 10 days of the PHA's determination of bedroom size. The request must explain the need or justification for a larger bedroom size.

Under housed and over housed Families

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the PHA will issue a new Housing Choice Voucher and assist the family in locating a suitable unit.

The PHA will also notify the family of the circumstances under which an exception will be granted, such as:

If a family with a disability is under housed in an accessible unit.

If a family requires the additional bedroom because of a health problem which has been verified by the PHA.

C. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the Housing Choice Voucher. There are three criteria to consider:

1. For the Housing Choice Voucher Program, the PHA uses the Payment Standard for the Housing Choice Voucher size or the unit size selected by the family, whichever is less.

2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's Housing Choice Voucher.

3. Housing Quality Standards: The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

HQS GUIDELINES FOR UNIT SIZE SELECTED

	Maximum # of Persons in Household
0 Bedroom	1
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10
5 Bedrooms	12
6 Bedrooms	14

CHAPTER 6

(24 CFR 5.628; Housing Choice Voucher Guidebook; HUD 7420.10)

FACTORS RELATED TO TOTAL TENANT PAYMENT DETERMINATION

INTRODUCTION

The accurate calculation of Annual Income and Adjusted Income will ensure that families are not paying more or less money for rent than their obligation under the Regulations. This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 813 and further instructions set forth in HUD Notices, Memoranda and Addenda. The formula for the calculation of TTP is specific and not subject to interpretation. The PHA's policies in this Chapter address those areas which allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. INCOME AND ALLOWANCES

Income: The types of money that are to be used as income for purposes of calculating the TTP are defined by HUD in federal regulations. In accordance with this definition, income from all sources of each member of the household is counted.

Annual Income is defined as the gross amount of income anticipated to be received by the family during the 12 months after certification or recertification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income that has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. A family's annual income includes the amount of **imputed welfare income** (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency).

Income Disregard. For Section 8 Housing Choice Voucher Families with disabilities, income will be excluded for 12 months whose earnings increase as a result of new employment or, increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act as determined by the PHA in consultation with the local agencies administering temporary assistance for needy families (TANF)and Welfare to Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wages, subsidies and transportation assistance provided that the total amount over a six month period is at least $500, or who was previously unemployed, or has earned in the past twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage. For the following twelve months the PHA will exclude 50 percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.

Adjusted Income is defined as the Annual income minus any HUD and PHA allowable deductions.

HUD and PHA allowable deductions from Annual Income:

1. Dependent allowance: $480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.

2. ‘Elderly’ allowance: $400 for families whose head or spouse are 62 or over or disabled.

3. Allowable medical expenses for all family members are deducted for ‘elderly’ families.

4. Childcare expenses for children under 13 are deducted when childcare are necessary to allow an **adult** member to work or attend school.

5. Disability assistance expenses necessary to enable a family member to work.

6. The sum of the following, to the extent the sum exceeds three percent of annual income:

   (I) Un-reimbursed medical expenses of any elderly family or disabled family; and

   (ii) 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.

7. Earn income of minors – The amount of any earned income of a member of the family who is under 18 years of age or older is excluded.

8. Expenses as a result of participation an prescription discount drug program

<u>"Minimum Rent" and Minimum Family Contribution</u>

Minimum family contribution in the Housing Choice Voucher program is $50.00. Exceptions to the application of the minimum monthly rental amount will apply to any family unable to pay because of financial hardship which includes:

1) The family has lost eligibility, due to no fault of their own, or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence
2) The family would be evicted as a result of the imposition of the minimum rent requirement;
3) The income of the family has decreased because of changed circumstance, including loss of employment;
4) A death in the family has occurred; and
5) Other circumstances determined by the PHA

If a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption until the PHA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term.

If the PHA determines that a qualifying financial hardship is temporary:

> the PHA must not impose the minimum rent during the 90-day period beginning the month following the date of the family's request for a hardship exemption. At the end of the 90-day suspension period, the PHA must reinstate the minimum rent from the beginning of the suspension. The family must be offered a reasonable repayment agreement, on terms and conditions established by the PHA, for the amount of back rent owed by the family.

If the PHA determines there is no qualifying financial hardship exemption:

> the PHA must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family must pay the back rent on terms and conditions established by the PHA.

If the PHA determines a qualifying financial hardship is long term:

> the PHA must exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to 5.628(a)(4) and 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to 5.628(a)(1), (a)(2) and (a)(3)).

Failure to comply with the repayment agreement will cause termination of tenants Section 8 Housing Choice Voucher assistance. Long- term hardship must have one of the 5 circumstances mentioned herein apply to the family. The circumstances are likely to last for more than 90 days. The minimum rent is suspended until the circumstance change in such a way that they no longer that they no longer qualify for a hardship exception. The tenant does not have to repay the suspended rent if hardship exists beyond ninety (90) days. **(This must be “no fault” of the resident such as terminated due to fault of the resident, quitting employment etc.)**

B. DEFINITION OF TEMPORARILY/PERMANENTLY ABSENT

The PHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the PHA must count the income of the spouse or the head of the household if that person is temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The PHA will evaluate absences from the unit using this policy.

Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the PHA will terminate assistance in accordance with appropriate termination procedures contained in this Plan.

Families are required both to notify the PHA before they move out of a unit and to give the PHA information about any family absence from the unit.

Families must notify the PHA if they are going to be absent from the unit for more than 60 consecutive days.

HUD regulations require the PHA to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

“Absence" means that no family member is residing in the unit.

In order to determine if the family is absent from the unit, the PHA may:

- Write letters to the family at the unit
- Telephone the family at the unit
- Interview neighbors
- Verify if utilities are in service

A person with a disability may request an extension of time as an accommodation, if the extension does not go beyond the HUD-allowed 180 consecutive calendar day’s limit.

If the absence which resulted in termination of assistance was due to a person’s disability, and the PHA can verify that the person was unable to notify the PHA in accordance with the family’s responsibilities, and if funding is available, the PHA may reinstate the family as an accommodation if requested by the family.

Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for 180 days except as otherwise provided in this Chapter.

Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as hospital, nursing home, or rehabilitation center, the PHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the PHA's "Absence of Entire Family" policy.

Absence due to Incarceration

If the sole member is incarcerated for more than 180 consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for more than 180 consecutive days.

The PHA will determine if the reason for incarceration is for drug-related or violent criminal activity.

Foster Care and Absences of Children

If the family includes a child or children temporarily absent from the home due to placement in foster care, the PHA will determine from the appropriate agency when the child/children will be returned to the home.

If the time period is to be greater than 6 months from the date of removal of the children, the Housing Choice Voucher size will be reduced. If all children are removed from the home permanently, the Housing Choice Voucher size will be reduced in accordance with the PHA's subsidy standards.

Absence of Adult

If both parent remains in the household and the appropriate agency has determined that another adult is to be brought into the assisted unit to care for the children for an indefinite period, the PHA will treat that adult as a visitor for the first 90 days.

If by the end of that period, court-awarded custody or legal guardianship has been awarded to the caretaker, the Housing Choice Voucher will be transferred to the caretaker.

If the appropriate agency cannot confirm the guardianship status of the caretaker, the PHA will review the status at thirty (30) day intervals.

If custody or legal guardianship has not been awarded by the court, but the action is in process, the PHA will secure verification from social services staff or the attorney as to the status.

The caretaker will be allowed to remain in the unit, as a visitor, until a determination of custody is made.

When the PHA approves a person to reside in the unit for the child/ren, the income should be counted pending a final disposition. The PHA will work with the appropriate service agencies and the landlord to provide a smooth transition in these cases.

If a member of the household is subject to a court order that restricts him/her from the home for more than 6 months, the person will be considered permanently absent.

The family will be required to notify the PHA in writing within ten (10) days when an adult family member moves out. The notice must contain a certification by the family as to whether the adult is temporarily or permanently absent.

The family member will be determined permanently absent if verification is provided.

Upon a request by a person with a disability, an extension if time will be granted as a reasonable accommodation.

If an adult child goes into the military and leaves the household, they will be considered permanently absent.

Full time students who attend school away from the home will be treated in the following manner:

> A student (other than head of household or spouse) who attends school away from home but lives with the family during school recesses may, at the family's choice, be considered either temporarily or permanently absent. If the family decides that the member is permanently absent, income of that member will not be included in total household income, the member will not be included on the lease, and the member will not be included for determination of Housing Choice Voucher size.

Visitors

Any adult not included on the HUD 50058 who has been in the unit more than ten (10) consecutive days, will be considered to be living in the unit as an unauthorized household member.

Absence of evidence of any other address will be considered verification that the visitor is a family member.

Statements from neighbors and/or the landlord will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the family and the PHA may terminate assistance since prior approval was not requested for the addition.

Minors and college students who were part of the family but who now live away from home during the school year and are not considered members of the household may visit for up to 90 days per year without being considered a member of the household.

In a joint custody arrangement, if the minor is in the household less than 180 days per year, the minor will be considered to be an eligible visitor and not a family member.

Reporting Additions to Owner and PHA

Reporting changes in household composition to the PHA is both a HUD and a PHA requirement.

The family obligations require the family to request PHA approval to add any other family member as an occupant of the unit and to inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request prior approval of additional household members in writing.

If the family does not obtain written approval from the PHA, any person the family has permitted to move in will be considered an unauthorized household member.

In the event that a visitor continues to reside in the unit after the maximum allowable time, the family must report it to the PHA in writing within 10 days of the maximum allowable time.

Families are required to report any additions to the household in writing to the PHA within 10 days of the move-in date.

An interim reexamination will be conducted for any additions to the household.

In addition, the lease may require the family to obtain prior written approval from the owner when there are changes in family composition.

Reporting Absences to the PHA

Reporting changes in household composition is both a HUD and a PHA requirement.

If a family member leaves the household, the family must report this change to the PHA, in writing, within 10 days of the change and certify as to whether the member is temporarily absent or permanently absent.

The PHA will conduct an interim evaluation for changes which affect the TTP in accordance with the interim policy.

C. AVERAGING VERIFIED INCOME

When Annual Income cannot be anticipated for a full twelve months, the PHA may:

1. Average known sources of income that vary to compute an annual income, or

2. Annualize current income and conduct an interim reexamination if income changes.

If there are bonuses that the employer cannot anticipate for the next twelve months, bonuses received the previous year will be used.

Income from the previous year may be analyzed to determine the amount to anticipate when third party or check-stub verification is not available.

If by averaging, an estimate can be made for those families whose income fluctuates from month to month; this estimate will be used so that the housing payment will not change from month to month.

The method used depends on the regularity, source and type of income.

D. MINIMUM INCOME

There is no minimum income requirement. Families who report zero income are required to complete a written certification every 90 days.

E. INCOME OF PERSON PERMANENTLY CONFINED TO NURSING HOME

If a family member is permanently confined to a hospital or nursing home and there is a family member left in the household, the PHA will calculate the Total Tenant Payment by using the following methodology and use the income figure which would result in a lower payment by the family:

(a) Exclude the income of the person permanently confined to the nursing home and gives the family no deductions for medical expenses of the confined family member.

or

(b) Include the income of the person permanently confined to the nursing home and give the family the medical deductions allowable on behalf of the person in the nursing home.

F. REGULAR CONTRIBUTIONS AND GIFTS

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every month or more frequently will be considered a “regular” contribution or gift. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 7, “Verification Procedures,” for further definition.)

If the family’s expenses exceed its known income, the PHA will question the family about contributions and gifts.

G. ALIMONY AND CHILD SUPPORT

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, the PHA must use the amount awarded by the court unless the family can verify that they are not receiving the full amount.

The PHA will accept as verification that the family is receiving an amount less that the award if the PHA receives verification from the agency responsible for enforcement or collection.

It is the family's responsibility to supply a certified copy of the divorce decree.

Child support shall be counted until it has stopped for a period of sixty (60) consecutive days. (If resident can bring in documentation from caseworker that the child support will stop for reasons beyond residents control such as payee stop working, cannot locater payee, etc.) If a person volunteers to stop payments, that income will continue to be counted. If person request child support to be stopped due to arrangement with father to pay, we will continue to count the original child support order.

H. LUMP-SUM RECEIPTS

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 loses, are not included in income but may be included in assets.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining will be considered an asset.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

> The PHA uses a calculation method which calculates retroactively or prospectively depending on the circumstances.
>
> The PHA will calculate prospectively if the family reported the payment within 10 days and retroactively to date of receipt if the receipt was not reported within that time frame.

Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be done prospectively and will result in an interim adjustment calculated as follows:

The entire lump-sum payment will be added to the annual income at the time of the interim.

Retroactive Calculation Methodology

The PHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

The family has the choice of paying this "retroactive" amount to the PHA in a lump sum.

At the PHA's option, the PHA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

If residents are charged retroactive twice during the tenure with the HPHA, lease will be subject for termination.

Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

I. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The PHA must count assets disposed of for less than fair market value during the two years preceding initial certification or reexamination. The PHA will count the difference between the market value and the actual payment received in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

Valuing other assets

Where the family has net family assets in excess of $5000, annual income shall include the **greater** of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

J. CHILD CARE EXPENSES

Amounts anticipated to be paid by the Family for care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the PHA, by conducting surveys of local child are providers. If using a home care child care provider, may ask for a tax ID number.

Childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work or attend school full time.

In the case of a child attending school, only after-hours care can be counted as childcare expenses.

Childcare expenses cannot be allowed as a deduction if there is an adult household member capable of caring for the child who can provide the childcare. Examples of those adult members who would be considered *unable* to care for the child include:

The abuser in a documented child abuse situation, or

A person with disabilities or older person unable to take care of a small child, as verified by a reliable knowledgeable source.

Allowability of deductions for childcare expenses is based on the following guidelines:

> Childcare expense allowance must be less than the amount earned by the person enabled to work.
>
> Childcare for school: The number of hours claimed for childcare may not exceed the number of hours the family member is attending school (including one hour travel time to and from school).
>
> Amount of Expense: The PHA will survey the local care providers in the community as a guideline. If the hourly rate materially exceeds the guideline, the PHA may calculate the allowance using the guideline.

K. MEDICAL EXPENSES

When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide.

Nonprescription medicines must be doctor-recommended in order to be considered a medical expense.

Prescriptions discount drug premiums will be counted as allowable medical expenses.

Special Calculation for Households Eligible for Disability Assistance and Medical Expenses

If an elderly family or disabled family has both medical expenses and disability assistance expenses, a special calculation is required to insure that the family's three-percent (3%) share of these expenses is applied only one time. Because the allowance for disability assistance expenses is limited by the amount earned by the person freed for work, the disability allowance must be calculated before the medical allowance is calculated.

When a family has disability assistance expenses that are less than three percent of annual income, the family will receive no allowance for disability assistance expense. However, the allowance for medical expenses will be equal to the amount by which the sum of both disability and medical expenses exceeds three percent of annual income.

If the disability assistance expense exceeds the amount earned by the person who was freed for work, the allowance for disability assistance will be capped at the amount earned by that individual. When the

household is also eligible for a medical expense allowance, however, the three percent may have been exhausted in the first calculation and it then will not be applied to medical expenses.

L. PRORATION OF ASSISTANCE FOR "MIXED" FAMILIES

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

"Mixed" families that were participants on June 19, 1995, and that do not qualify for continued assistance must be offered prorated assistance. (See Chapter 12, "Recertifications.") Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995 by addition of an ineligible member are entitled to prorated assistance.

Prorated Assistance Calculation

Prorated assistance is calculated by determining the amount of assistance payable if all family members were eligible and multiplying by the percent of the family members who actually are eligible. Total Tenant Payment is the gross rent minus the prorated assistance.

M. REDUCTION IN BENEFITS

If the family's benefits, such as social security, SSI or TANF, are reduced through no fault of the family, the PHA will use the net amount of the benefit.

The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction (imputed income), is included in the family's annual income for purposes of determining rent.

N. UTILITY ALLOWANCE AND UTILITY REIMBURSEMENT

The Utility Allowance Schedule is used for Housing Choice Vouchers.

The Utility allowance is intended to help defray the cost of utilities not included in the rent and is subtracted from Total Tenant Payment to establish the family's rent to the landlord. The allowances are based on actual rates and average consumption studies, not on a family's actual consumption. The PHA will review the Utility Allowance Schedule on an annual basis and revise it if needed.

The approved utility allowance schedule is given to families along with their Housing Choice Voucher. The utility allowance is based on the actual unit size selected.

Where families provide their own range and refrigerator, the PHA will establish an allowance adequate for the family to purchase or rent a range or refrigerator, even if the family already owns either appliance.

Where the Utility Allowance exceeds the family's Total Tenant Payment, the PHA will provide a Utility Reimbursement Payment for the family each month. The check will be made out directly to the utility company and the tenant will be notified of the amount paid to the utility supplier.

The family will be permitted to select a utility vendor of their choice at annual re-certifications. The utility payments will be made directly to the utility vendor for a period of twelve (12) months.

CHAPTER 7
(24 CFR 982.516; PIH 2004-1(HA))

VERIFICATION PROCEDURES

INTRODUCTION

HUD regulations require that the factors of eligibility and Total Tenant Payment be verified by the PHA. Applicants and program participants must furnish proof of their statements whenever required by the PHA, and the information they provide must be true and complete. The PHA's verification requirements are designed to maintain program integrity. This Chapter explains the PHA's procedures and standards for verification of preferences, income, assets, allowable deductions, family status, and when there are changes in family members. The PHA will ensure that proper authorization from the family is always obtained before making verification inquiries.

A. METHODS OF VERIFICATION AND TIME ALLOWED

The PHA will verify information through the four methods of verification acceptable to HUD in the following order:

1. EIV
2. Third-Party Written
3. Third-Party Oral
4. Review of Documents
5. Certification/Self-Declaration

In accordance with 24 CFR 5.233, the PHA will use the Enterprise Income Verification (EIV) System to verify employment, unemployment benefits, social security benefits and any other income as made available by the EIV system.

The PHA will allow three (3) weeks for return of third-party verifications and two (2) weeks to obtain other types of verifications before going to the next method.

For applicants, verifications may not be more than sixty (60) days old at the time of Certificate/Housing Choice Voucher issuance. For participants, they are valid for one-hundred and twenty (120) days from date of receipt.

Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the source are considered third party written verifications.

Third party verification forms will not be hand carried by the family under any circumstances with the following exceptions:

The PHA will not accept verifications delivered by the family [except computerized printouts from the following agencies:]

- Social Security Administration
- Veterans Administration
- Public Assistance
- Unemployment Compensation Board
- City or County Courts
- Banks and Credit Unions

Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third party verification is not available, the PHA will compare the information to any documents provided by the Family. If provided by telephone, the PHA must originate the call.

Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 4 weeks, the PHA will notate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The PHA will accept the following documents from the family provided that the document is such that tampering would be easily noted:

- Printed wage stubs
- Computer printouts from the employer
- Signed letters (provided that the information is confirmed by phone)
- Other documents noted in this Chapter as acceptable verification

The PHA will accept Faxed documents.

The PHA will accept photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third party verification.

The PHA will not delay the processing of an application beyond 90 days because a third party information provider does not return the verification in a timely manner.

Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification.

Self-certification means a statement/affidavit/certification and must be witnessed.

B. RELEASE OF INFORMATION

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to the release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the PHA or HUD.

C. COMPUTER MATCHING

Where allowed by HUD and/or other State or local agencies, computer matching will be done.

D. ITEMS TO BE VERIFIED

- All income not specifically excluded by the regulations
- Zero-income status of household
- Student status including High School students who are 18 or over
- Current assets including assets disposed of for less than fair market value in proceeding two years
- Child cares expense where it allows an **adult** family member to be employed or to further his/her education
- Total medical expenses of all family members in households whose head or spouse is elderly or disabled
- Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus to allow an **adult** family member to be employed

Prescription Drug discount premium

Identification

- Birth Certificate
- U.S. citizenship/eligible immigrant status
- Social Security Numbers for all family members 6 years of age or older
- A preference status based upon Ranking or Local preferences
- Familial/Marital status when needed for head or spouse definition
- Disability for determination of preferences, allowances or deductions

E. VERIFICATION OF INCOME

This section defines the methods the PHA will use to verify various types of income.

Employment Income

Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Year to date earnings
- Estimated income from overtime, tips, bonus pay expected during next 12 months

Acceptable methods of verification in specified order:

1. Employment verification form completed by the employer
2. Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings
3. W-2 forms plus income tax return forms
4. Self-certifications or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities

Applicants and program participants may be requested to sign an authorization for release of information from the Internal Revenue Service for further verification of income

In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements

Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification in specified order:

1. Benefit verification form completed by agency providing the benefits
2. Award or benefit notification letters prepared and signed by the providing agency
3. Computer report electronically obtained or in hard copy
4. Bank statements for direct deposits

Unemployment Compensation

Acceptable methods of verification in specified order:

1. Verification form completed by the unemployment compensation agency
2. Computer printouts from unemployment office stating payment dates and amounts
3. Payment stubs

Public Assistance Payments or General Assistance

Acceptable methods of verification in specified order:

1. PHA verification form completed by payment provider
2 Written statement from payment provider indicating the amount of rent/ payment, start date of payments, and anticipated changes in payment in the next 12 months
3. Computer-generated Notice of Action
4. Computer-generated list of recipients from Welfare Department

Alimony or Child Support Payments

Acceptable methods of verification in specified order:

1. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules

2. A notarized letter from the person paying the support

3. Copy of latest check and/or payment stubs from Court Trustee. PHA must record the date, amount, and number of the check

4. Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

5. If payments are irregular, the family must provide:

   A copy of the separation or settlement agreement, or a divorce decree stating the amount and type of support and payment schedules.

   A statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

   A notarized affidavit from the family indicating the amount(s) received.

   A welfare notice of action showing amounts received by the welfare agency for child support.

   A written statement from an attorney certifying that a collection or enforcement action has been filed.

Business – Net Income

In order to verify the net income from a business, the PHA will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

1. IRS Form 1040, including:

   Schedule C (Small Business)
   Schedule E (Rental Property Income)
   Schedule F (Farm Income)

2. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

3. Audited or unaudited financial statement(s) of the business.

4. Documents such as manifests, appointment books, cashbooks, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.

5. Family's self-certification as to net income realized from the business during previous years.

Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

Recurring Gifts

The family must furnish a self-certification containing the following information:

The person who provides the gifts
The value of the gifts
The regularity (dates) of the gifts
The purpose of the gifts

Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household.

Families who report zero income are required to complete a written certification every 90 days.

The PHA may check records of other departments in the jurisdiction (such as government utilities) that have information about income sources of customers.

All recurring gifts and contributions will be counted as income

Full-Time Student Status

Only the first $480 of the earned income of full time students, other than head or spouse, will be counted towards family income.

Financial aid, scholarships and grants received by full time students is not counted towards family income.

Verification of full time student status includes:

1. Written verification from the registrar's office or other school official.

2. School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

Acceptable methods of verification include, in this order:

Savings Account Interest Income and Dividends

Will be verified by:

1. Account statements, passbooks, certificates of deposit, or PHA verification forms completed by the financial institution.

2. Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.

3. IRS Form 1099 from the financial institution, provided that the PHA must adjust the information to project earnings expected for the next 12 months.

Interest Income from Mortgages or Similar Arrangements

1. A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)

3. Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

Net Rental Income from Property Owned by Family

1. IRS Form 1040 with Schedule E (Rental Income).

2. Copies of latest rent receipts, leases, or other documentation of rent amounts.

3. Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

G. VERIFICATION OF ASSETS

Family Assets

The PHA will require the necessary information to determine the current cash value, (the net amount the family would receive if the asset were converted to cash).

1. Verification forms, letters, or documents from a financial institution or broker.

2. Passbooks, checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.

3. Real estate tax statements if the approximate current market value can be deduced from assessment.

4. Financial statements for business assets.

5. Copies of closing documents showing the selling price and the distribution of the sales proceeds.

6. Appraisals of personal property held as an investment.

Assets Disposed of for Less than Fair Market Value (FMV)

During two years preceding effective date of certification or recertification

1. For all Certifications and Recertification's, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or recertification.

2. If the family certifies that they have disposed of assets for less than fair market value, verification [or certification] is required that shows: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received, and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

Child Care Expenses

1. Written verification from the person who receives the payments is required. If the child care provider is an individual, she/he must provide a statement of the amount they are charging the family for their services.

2. Verifications must specify the child care provider's name, address, telephone number, Social Security Number, the names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods.

3. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Medical Expenses

Families who claim medical expenses or expenses to assist a person(s) with disability will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. All expense claims will be verified by one or more of the methods listed below:

1. Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, of (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.

2. Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.

3. Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next twelve (12) months. A computer printout will be accepted.

4. For attendant care:

    a. A reliable, knowledgeable professional's certification that the assistance of an attendant is necessary as a medical expense and a projection of the number of hours the care is needed for calculation purposes.

    b. Attendant's written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of canceled checks the family used to make those payments) or stubs from the agency providing the services.

5. Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.

6. Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.

7. Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. PHA may use this approach for general medical expenses such as regular visits to doctors or dentists, but not for one-time, nonrecurring expenses from the previous year.

8. The PHA will use mileage at the IRS rate, or cab, bus fare, or other public transportation cost for verification of the cost of transportation directly related to medical treatment.

Assistance to Persons with Disabilities

1. In All Cases:

   (a) Written certification from a reliable, knowledgeable professional that the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

   (b) Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

2. Attendant Care:

   (a) Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

   (b) Certification of family and attendant and/or copies of canceled checks family used to make payments.

3. Auxiliary Apparatus:

   (a) Receipts for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

   (b) In the case where the person with disabilities is employed, a statement from the employer that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

Verification of Legal Identity

In order to prevent program abuse, the PHA will require applicants to furnish verification of legal identity for all family members.

The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- Church issued baptismal certificate
- Current, valid Driver's License
- U.S. Military Discharge (DD 214)
- U.S. passport
- Voter's registration
- Company/agency Identification Card
- Department of Motor Vehicles Identification Card
- Hospital records

Documents considered acceptable for the verification of legal identity for minors may be one or more of the following:

- Certificate of Birth
- Adoption papers
- Custody agreement
- Health and Human Services ID
- School records

If none of these documents can be provided, a third party who knows the person may, at the PHA's discretion, provide verification.

Verification of Marital Status

Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer.

Verification of a separation may be a copy of court-ordered maintenance or other records.

Verification of marriage status is a marriage certificate.

Familial Relationships

The following verifications will always be required if applicable:

Verification of relationship:

- Official identification showing names
- Birth Certificates
- Baptismal certificates

Verification of guardianship is:

- Court-ordered assignment
- Affidavit of parent
- Verification from social services agency
- School records

Verification of Permanent Absence of Adult Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

- Husband or wife institutes divorce action
- Husband or wife institutes legal separation
- Order of protection/restraining order obtained by one family member against another
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Verification of Change in Family Composition

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources.

Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7) or verified by appropriate diagnostician such as physician, psychiatrist, rehab specialist, or licensed social worker, using the HUD language as the verification format.

Verification of Citizenship/Eligible Immigrant Status

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status once. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

(a) Citizens or Nationals of the United States are required to sign a declaration under penalty of perjury.

(b) Eligible Immigrants who were Participants and 62 or over on June 19, 1995, are required to sign a declaration of eligible immigration status and provide proof of age.

(c) Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

(d) Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

(e) Non-citizen students on student visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

Failure to Provide. If an applicant or participant family member fails to sign required declarations and consent forms or provide documents as required, they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

Time of Verification. For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination. For participants, it is done at the first regular recertification after June 19, 1995. For family members added after other members have been verified, the verification occurs at the first recertification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if the initial PHA does not supply the documents, the PHA must conduct the determination.

Extensions of Time to Provide Documents. Extensions must be given for persons who declare their eligible immigration status but need time to obtain the required documents. The length of the extension shall be based on individual circumstances. The PHA will generally allow up to 30 days to provide the document or a receipt issued by the INS for issuance of replacement documents.

Acceptable Documents of Eligible Immigration. The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five (5) years.

Verification of Social Security Numbers

Social security numbers must be provided as a condition of eligibility for all family members if they have been issued a number. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- Identification card issued by a Federal, State or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- Bank Statements
- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records
- Verification of benefits or Social Security Number from Social Security Administration.

New family members will be required to produce their Social Security Card or provide the substitute documentation described above together with their certification that the substitute information provided is complete and accurate. This information is to be provided at the time the change in family composition is reported to the PHA.

If an applicant or participant is able to disclose the Social Security Number but cannot meet the documentation requirements, the applicant or participant must sign a certification form provided by the PHA. The applicant/participant or family member will have sixty (60) days to provide proof of the Social Security Number. If they fail to provide this documentation, the family's assistance will be terminated.

In the case of an individual at least 62 years of age, the PHA may grant an extension for an additional 60 days to a total of one hundred and twenty (120) days. If, at the end of this time, the elderly individual has not provided documentation, the family's assistance will be terminated.

If the family member states they have not been issued a number, the family member will be required to sign a certification to this effect.

Medical Need for Larger Unit

A written certification that a larger unit is necessary must be obtained from a physician.

J. WAITING LIST PREFERENCES

Local Preferences

Families who reside inside or whose head of household or spouse is employed or have been hired to work within the corporate limits of the City of High Point; This also includes graduates and/or participants in education and training programs, provided the education or training program These families shall be ranked in accordance with the following criteria.

Ranking Preferences

Families with a Local Preference will be ranked in the following order:

Families that have been determined to be emergencies as defined. (Displacement by disaster, such as fire or flood; displacement by government action; domestic violence; displacement to avoid reprisals; displacement by hate crimes, or as further defined by Chief Executive Officer.

Families who are paying more than 30% of their adjusted monthly income for rent and utilities. Families who are paying a minimum rent based on 10% of the families gross monthly income or who are paying a minimum rent that is equal to or less than the statutory minimum rent established by this Housing Authority are not entitled to this preference.

Families with at least one adult who is employed or is a veteran. (This ranking is extended equally to elderly families or a family whose head or spouse is receiving income based on their inability to work).

Families whose the head or spouse is a veteran or in the service of the military of the United States of America.

Families who do not reside inside or work in the jurisdiction of High Point, N.C in the same order as shown above.

Within each preference category above, applicants will be selected by date and time of application.

CHAPTER 8
(CFR 24 Part 982.302)

HOUSING CHOICE VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The PHA's objectives are to assure that families selected to participate are successful in obtaining an acceptable housing unit, and that they have sufficient knowledge to derive maximum benefit from the program and to comply with program requirements. When families have been determined to be eligible, the PHA will conduct a mandatory briefing to ensure that families know how the program works. The briefing will provide a broad description of owner and family responsibilities, PHA procedures, and how to lease a unit. The family will also receive a briefing packet that provides more detailed information about the program. This Chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

A. ISSUANCE OF HOUSING CHOICE

When funding is available, the PHA will issue Housing Choice Vouchers to applicants whose eligibility has been determined. The issuance of Housing Choice Vouchers must be within the dollar limitations set by the ACC budget.

The number of Housing Choice Vouchers issued must ensure that the PHA stays as close as possible to 100% lease-up. The PHA performs a **monthly** calculation manually to determine whether applications can be processed, the number of Housing Choice Vouchers that can be issued, and to what extent the PHA can over-issue. (Issue more Housing Choice Vouchers than the budget allows).

The PHA may over-issue Housing Choice Vouchers only to the extent necessary to meet leasing goals. All Housing Choice Vouchers that are over-issued must be honored. If the PHA finds it is over-leased, it must adjust future issuance of Housing Choice Vouchers in order not to exceed the ACC budget limitations over the fiscal year.

B. BRIEFING TYPES AND REQUIRED ATTENDANCE

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted during group meetings.

The purpose of the briefing is to explain the documents in the Housing Choice Voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and it will prepare them to discuss it with potential owners and property managers.

The PHA will not issue a Housing Choice Voucher to a family unless the household representative has attended a briefing and signed the Housing Choice Voucher. Applicants who provide prior notice of inability to attend a briefing will automatically be scheduled for the next briefing. Applicants who fail to attend **2** scheduled briefings, without prior notification and approval of the PHA, may be denied admission based on failure to supply information needed for certification. The PHA will conduct individual briefings for

families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet

The documents and information provided in the briefing packets for both the Housing Choice Voucher programs will comply with all HUD requirements. The PHA also includes other information and/or materials which are not required by HUD.

The family is provided with the following information and materials:

1. The term of the Housing Choice Voucher, and the PHA policy for requesting extensions to the term of the Housing Choice Voucher or suspensions of the Housing Choice Voucher.

2. A description of the method used to calculate the assistance payment, information on payment standards (Housing Choice Voucher program), and utility allowances.

3. How the maximum allowable rent is determined including the rent reasonableness standard.

4. Guidance and materials to assist the family in selecting a unit, such as proximity to employment, public transportation, schools, shopping, and the accessibility of services. Guidance will also be provided to assist the family to evaluate the prospective unit, such as the condition, whether the rent is reasonable, average utility expense, energy efficiency, and security.

5. The boundaries of the geographical area in which the family may lease a unit including an explanation of portability.

6. The HUD lease addendum and PHA sample lease.

7. The Approval for Tenancy form and a description of the procedure for requesting approval for a unit.

8. The PHA policy on providing information about families to prospective owners.

9. The Subsidy Standards, when and how exceptions are made and how the Housing Choice Voucher size relates to the unit size selected.

10. “A Good Place to Live”, a HUD brochure on how to select a unit that complies with HQS.

11. The HUD brochure on lead-based paint.

12. Information on federal, State and local equal opportunity laws including the pamphlet “Fair Housing: It’s Your Right” and other information about fair housing laws and guidelines, including the “take one, take all” law; the form for reporting suspected discrimination and the phone numbers of the local fair housing agency and the HUD enforcement office. (Copy of the housing discrimination complaint form HUD-903)

13. A list of landlords or other parties willing to lease to assisted families or help in the search and/or known units available for the size Housing Choice Voucher issued.

14 If the family includes a person with disabilities; a notice the family may request s current listing of potentially available accessible units known to the PHA. The notice will also inform the family that it may request an exception payment standard when needed as a reasonable accommodation.

15. The Family Obligations under the program.

16. The grounds on which the PHA may terminate the family's assistance.

17. When the PHA is required to offer an informal hearing, how to request the hearing, and the hearing procedures.

18. An HQS checklist.

19. Procedures for notifying the PHA and/or HUD of program abuses such as side payments, extra charges, violations of tenant rights, and owner failure to repair.

20. Requirements for reporting changes between certifications.

21. Information on security deposits.

22. Information on the payment standard including any exception payment standards, and the PHA's utility allowance schedule.

23. Explanation of portability.

24. PHA's policy on providing information about a family to prospective owners.

25. Map of the PHA's jurisdiction showing various areas with housing opportunities, and other housing market information. To encourage deconcentration and promote housing opportunity; the PHA will provide housing market information, maps, for other PHA jurisdictions including addresses, telephone numbers and the name of the contact person for portability.

    These maps are useful in urban areas to indicate the agencies jurisdiction, public transportation systems, locations of employment opportunities, schools, hospitals, day care enters, shopping areas and other public facilities relevant to housing choice.

<u>Other Information to be provided at the Briefing</u>

The person conducting the briefing will also describe how the program works and the relationship between the family and the owner, the family and the PHA, and the PHA and the owner.

The briefing presentation emphasizes:

Family and owner responsibilities

Where a family may lease a unit inside and outside its jurisdiction

How portability works for families eligible to exercise portability

Advantages to moving to area with low concentration of poor families if family is living in a high poverty census tract in the PHA's jurisdiction

Exercising choice in residency

Choosing a unit carefully and only after due consideration.

The Family Self-Sufficiency program and its advantages.

If the family includes a person with disabilities, the PHA will ensure compliance with 24 CFR 8.6 to ensure effective communication.

C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

At the briefing, families are encouraged to search for housing in non-impacted areas and the PHA will provide assistance to families who wish to do so.

The assistance provided to such families includes:

Direct contact with landlords.
Counseling with the family.
Providing information about services in various non-impacted areas.
Meeting with neighborhood groups to promote understanding.
Formal or informal discussions with landlord groups
Formal or informal discussions with social service agencies
Meeting with rental referral companies or agencies
Meeting with fair housing groups or agencies

The Housing Authority will maintain lists of available housing submitted by owners in all neighborhoods within the Housing Authority's jurisdiction to ensure greater mobility and housing choice to very low income households. The lists of owners/units will be provided at the front desk and provided at briefings.

D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

Fair Housing Laws

In compliance with Section 147 of the National Affordable Housing Act, no owner who has entered into a contract for housing assistance payments under this section on behalf of any tenant in a multifamily building (more than four units) shall refuse to lease any available dwelling unit in any multifamily building *owned by the same owner* to a Housing Choice Voucher holder solely because of their status as a Housing Choice Voucher holder.

The PHA provides the family with the HUD discrimination complaint form and directs the family to report

suspected discrimination to HUD.

E. SECURITY DEPOSIT REQUIREMENTS

Security deposits charged by owners may not exceed those charged to unassisted tenants nor the maximum prescribed by State or local law, generally one month's contract rent.

For lease-in-place families, responsibility for first and last month's rent is not considered a security deposit issue. In these cases, the owner should settle the issue with the tenant prior to the beginning of assistance.

F. TERM OF HOUSING CHOICE VOUCHER

During the briefing session, each household will be issued a Housing Choice Voucher which represents a contractual agreement between the PHA and the Family specifying the rights and responsibilities of each party. It does not constitute admission to the program that occurs when the lease and contract become effective.

Expirations

The Housing Choice Voucher is valid for a period of sixty calendar days from the date of issuance. The family must submit a Request for Tenancy Approval and a copy of the Lease within the sixty-day period unless an extension has been granted by the PHA.

If the Housing Choice Voucher has expired, and has not been extended by the PHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect.

Suspensions

When a Request for Tenancy Approval is received, the PHA will deduct the number of days required to process the request from the 60 day term of the Housing Choice Voucher.

Extensions

The PHA may grant or deny extensions to Housing Choice Vouchers. PHA may request documentation that the applicant has used the first 60 days looking for housing and can provide proof of such search.

A family may request an extension of the Housing Choice Voucher time period. All requests for extensions must be received prior to the expiration date of the Housing Choice Voucher.

Extensions may not be granted in 30 day intervals unless there are extenuating circumstances, and the applicant will be provided notice in writing.

PHA will approve an additional search term if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose.

Assistance to Housing Choice Voucher Holders

Families who require additional assistance during their search may call the PHA Office to request assistance. Certificate and Housing Choice Voucher holders will be notified at their briefing session that the PHA periodically updates the listing of available units and how the updated list may be obtained.

The PHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

G. HOUSING CHOICE VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

In those instances when a family assisted under the Section 8 program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the PHA shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children.
2. Which family member was the head of household when the Housing Choice Voucher was initially issued (listed on the initial application).
3. The composition of the new family units, and which unit contains elderly or disabled members.
4. Whether domestic violence was involved in the breakup.
5. Which family members remain in the unit.
6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties.

If documentation is not provided, the PHA will terminate assistance based on failure to provide information necessary for a recertification.

Where the breakup of the family also results in a reduction of the size of the Housing Choice Voucher, the family will be required to move to a smaller unit if the current landlord is unwilling to accept the rent level of the smaller sized certificate.

H. REMAINING MEMBER OF TENANT FAMILY / RETENTION OF HOUSING CHOICE VOUCHER

To be considered the remaining member of the tenant family, the person must have been previously approved by the PHA to be living in the unit.

A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family.

In order for a minor child to continue to receive assistance as a remaining family member:

1. The court has to have awarded emancipated minor status to the minor, or

2. The PHA has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child/ren for an indefinite period.

A reduction in family size may require a reduction in the Housing Choice Voucher size.

CHAPTER 9
(24 CFR 982.301; Housing Choice Voucher Guidebook; HUD 7420.10)

REQUEST FOR APPROVAL OF ASSISTED TENANCY AND CONTRACT EXECUTION

INTRODUCTION

After families are issued a Housing Choice Voucher, they may search for a unit anywhere within the jurisdiction of the PHA, or outside of the PHA's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the PHA. This Chapter defines the types of eligible housing, the PHA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Request for Tenancy Approval (RFTA).

A. REQUEST FOR APPROVAL OF ASSISTED TENANCY

The Request for Tenancy Approval (RFTA) and a copy of the proposed Lease must be submitted by the family during the term of the Housing Choice Voucher.

The (RFTA) must be signed by both the owner and Housing Choice Voucher holder. The lease may be executed up to sixty (60) days prior to contract execution but cannot be executed without approval of the PHA.

The PHA will not permit the family to submit more than one (RFTA) at a time.

The PHA will review the documents for approval . The PHA will determine that the Gross Rent is within 100% of the applicable FMR (unless an exception rent is approved) and the Total Tenant Payment is not over 40% of the adjusted annual income.

Request for Tenancy Approval (RFTA) must meet the following criteria:

1. Eligible housing unit
2. Unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan
3. Rent Reasonableness
4. Security Deposit is reasonable
5. The proposed lease complies with HUD and PHA requirements and State and Local Law.
6. The owner meets the PHA and HUD requirements

Disapproval of Request for Tenancy Approval (RFTA)

If the PHA determines that the Request cannot be approved for any reason, the landlord and the family will

be notified in writing. The PHA will instruct the owner and family of the steps that are necessary to approve the Request.

The owner will be given 30 calendar days to submit an approvable (RFTA) from the date of disapproval.

When, for any reason, an (RFTA) is not approved, the PHA will furnish another RFTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing.

The time limit on the Housing Choice Voucher will be suspended while the RFTA is being processed.

SPECIAL HOUSING (24 CFR 982.352)

The PHA will approve any of the following types of housing in the Housing Choice Voucher programs:

All structure types can be utilized.

1. Manufactured homes where the tenant leases the mobile home and the pad.

   - The PHA will permit a family to lease a manufactured home and space with assistance under the program. The PHA will not provide assistance for a family that owns the manufactured home and leases only the space.

   - The PHA may approve a live-in aide to reside with a family to care for a person with disabilities. The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is accessible to and usable by persons with disabilities. If the PHA approves a live-in aide, the live-in aide must be counted when determining the family unit size.

   - A manufactured home must meet all the HQS requirements outlined in Chapter Ten and regulated by 24 CFR 982.401. In addition, the manufactured home also must meet the following:

   - Manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage.

   - A manufactured home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist wind overturning and sliding.

   - A unit which is receiving Project Based Section 8 Assistance.

2. Single Room Occupancy:

   - Rent and Housing Assistance Payment (HAP):

   - The FMR/exception rent limit for SRO housing is 75 percent of the zero bedroom FMR/exception rent limit.

   - The PHA SRO Housing Choice Voucher payment standard will not exceed the 100% of the FMR/exception rent limit for SRO housing. While an assisted person resides in SRO housing, the SRO payment standard must be used to calculate the

housing assistance payment.

- If an assisted person resides in a SRO with assistance under the OFTO program, the payment standard for the person is the SROFMR/exception rent limit.

- The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero bedroom utility allowance.

- The PHA will ensure that all SRO units approved for the program are in compliance with all of the Housing Quality Standards for SROs as regulated in 24 CFR 982.605.

3. Congregate Housing

- An elderly person or a person with disabilities may reside in a congregate housing unit.

- The PHA may approve a family member or live-in aide to reside with the elderly person or person with disabilities.

- The PHA will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

- For congregate housing there will be a separate lease and HAP contract for each assisted family.

- Unless there is a live-in aide, the 100% FMR/exception rent limit for a family that resides in a congregate housing unit is the one bedroom, 100% FMR/exception rent limit.

- However, if there are two or more rooms in the unit (not including kitchen or sanitary facilities), the 100%FMR/exception rent limit for a family that resides in a congregate housing unit is the one bedroom, 100%FMR/exception rent limit.

- If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

- The PHA will ensure that all congregate housing units approved for the program are in compliance with all of the Housing Quality Standards for congregate housing as regulated in 24 CFR 982.609.

4. Independent Group Residences

- The group home must be licensed, certified, or otherwise approved in writing by the State, or the State's licensing department. (24 CFR 982.612)

- An elderly person or a person with disabilities may reside in a State-approved group home. If approved by the PHA, a live-in aide may reside with a person with disabilities.

- The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Except for a live-in aide, all residents of a group home must be elderly persons or persons with disabilities.

- The PHA will not approve assistance for a person to live in a group home if file documentation indicates that the person is in need of continual medical or nursing care.

- No more than twelve persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

- There will be a separate HAP contract and lease for each assisted person living in a group home. For a group home the term “pro-rata portion” means that which is derived by dividing the number of persons in the assisted household by the total number of residents) assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person plus any PHA- approved live-in aide.

- The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.

- The reasonable rent for a group home is determined in accordance with 982.503. In determining reasonable rent the PHA will consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private.

- Unless there is a live-in aide, the family unit size is one bedroom. If there is a live-in aide, the live-in aide will be counted in determining the family unit size.

In a regular tenancy for a person who resides in a group home, the initial gross rent may not exceed either the 100% FMR/exception rent limit for the family unit size or the pro- rata portion of the 100% FMR/exception rent limit for the group home size.

- For the OFTO Program, the payment standard for a person who resides in a group home is the owner of the 100% FMR/exception rent limit for the family unit size, or the pro-rata portion of the 100% FMR/exception rent limit for the group home size. The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

- The PHA will ensure that all group home units approved for the program are in compliance with all of the Housing Quality Standards for group homes as regulated in 24 CFR 982.614.

5. Project-Based Units

Units which are receiving Project-Based Section 8 Assistance.

The PHA has no HUD approved area exception rents.

The PHA will approve exception rents up to 110 percent of the published Fair Market Rents, and with HUD's approval up to 120 percent as a reasonable accommodation for a disabled family member.

- The appropriate Payment Standard for the family must be the lower of:
- The Payment Standard for the family Housing Choice Voucher size; or
- The Payment Standard for the unit rented by the family.
- The Total Tenant Payment (TTP) shall be the greater of:
- 30% of family monthly adjusted income;
- 10% of family monthly income; or
- $100.00 minimum rent.

B. INELIGIBLE HOUSING

The PHA will not approve any of the following types of housing for assistance under the Section 8 Housing Choice Voucher Programs:

1. A public housing or Indian housing unit;

2. A unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f);

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

4. College or other school dormitories;

5. Units on the grounds of penal, reformatory, medical, mental, and similar public

6. or private institutions;

7. A unit occupied by its owner or by a person with any interest in the unit where the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family holding the Housing Choice Voucher, unless the PHA determined that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

8. Shared Housing

9. Cooperative (including mutual housing)

10. Over Fair Market Rent Tenancy (except as a reasonable accommodation so that the program is readily accessible to and usable by the persons with disabilities in accordance with Section B, 1, (C) above)

11. Any time of housing prohibited by HUD

C. LEASE REVIEW

The PHA will review the lease, particularly noting the approvability of optional charges and compliance with regulations and State/local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the Request for Approval of Assisted Tenancy.

Owners must submit their own lease or permit the PHA to provide some guidance for assisting them in obtaining a lease. The PHA will provide a HUD Tenancy Addendum to accompany the owner's lease.

Separate Agreements

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or items normally included in the rent of unassisted families, or for items not shown on the approved lease.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the PHA.

Any appliances, services or other items that are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

The PHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed.

All agreements for special items or services must be attached to the lease approved by the PHA. If

agreements are entered into at a later date, they must be approved by the PHA and attached to the lease.

The PHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

D. INITIAL IINSPECTIONS

See Chapter 10, "Housing Quality Standards and Inspections."

E. RENT LIMITATIONS

The PHA is currently utilizing 100% of the FMR; however, the PHA will approve an exception rent up to 100 percent of the FMR, and/or seek HUD approval up to 110 percent for a particular family if necessary as a reasonable accommodation so that the unit is useable by and for accessibility to a family member with a disability.

For the Housing Choice Voucher program, the PHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

Family pays the greatest of: 30 percent of monthly adjusted income
10 percent of monthly income
PHA minimum rent ($50). Hardship exemptions do apply.

Any new admission or any family who moves may not pay more than 40 percent of adjusted monthly income toward initial rent for the unit. (Limit applies only at the time of initial leasing of a unit, not after).

Example: Annual Income = $12,000
Adjusted Income = $11,042/12 = $920/month
40% Limit = $920 x 40% = 368

F. DISAPPROVAL OF PROPOSED RENT

In any of the programs, if the proposed Gross Rent is not reasonable, at the family's request, the PHA will negotiate with the owner to reduce the rent to a reasonable rent.

1. At the family's request, the PHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the Contract Rent.

2. If the owner is not willing to adjust the rent and the PHA has determined the rent to be reasonable, the PHA will determine whether the rent is within 100 percent of the FMR. If so, the PHA will determine whether approval of an exception rent is necessary as a reasonable accommodation to make the program useable by and accessible to a family member with a disability.

   If the rent can be approved by taking the above steps, the PHA will continue processing the

Request for Approval of Assisted Tenancy and Lease. If the revised rent involves a change in the provision of utilities, a new Request for Approval of Assisted Tenancy must be submitted by the owner.

If the owner does not agree on the Contract Rent after the PHA has tried and failed to negotiate a revised rent, the PHA will inform the family and owner that the lease is disapproved.

G. INFORMATION TO OWNERS

The PHA is required to provide prospective owners with the address of the applicant and the names and addresses of the current and previous landlord if known.

The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The PHA will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, eviction history, damage to units, and other factors related to the family's suitability as a tenant.

I. OWNER DISAPPROVAL

For purposes of this section, "owner" includes a principal or other interested party.

The PHA will disapprove the owner for the following reasons:

HUD has informed the PHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the PHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the PHA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has violated obligations under one or more Housing Assistance Payments contracts.

The owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner engages in drug related or violent criminal related activity.

The owner threatens peaceful enjoyment to the tenant

The owner has a history of failing to evict housing choice voucher program or other assisted housing tenants for activity by the tenant, any member of the household, a guest, or another person under the control of any member of the household that:

Threatens the right to peaceful enjoyment of the premises by other residents;

Threatens the health or safety of residents, PHA employees, or owner's employees;

Threatens the neighbors' health or safety, or neighbors' right to enjoyment of their residences, or

Engages in drug-related criminal activity or violent criminal activity.

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.

The owner has a history or practice of renting units that fail to meet State or local housing codes.

The owner has not paid State or local real estate taxes, fines or assessments.

J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the Total Tenant Payment (TTP) prior to the effective date of the HAP contract, the information will be verified and the TTP will be recalculated. If the family does not report any change, the PHA need not obtain new verifications before signing the HAP Contract, even if verifications are more than 60 days old.

K. CONTRACT EXECUTION PROCESS

The PHA prepares the Housing Assistance Contract for execution. The family and the owner will execute the Lease agreement, and the owner and the PHA will execute the HAP Contract. Copies of the documents will be furnished to the parties who signed the respective documents.

The PHA requires all local owners/landlords to sign the leases and contracts in person.

The HAP payment will began on the first month following the signing of the lease and contract.

The PHA provides individual briefings for new owners if requested.

The PHA makes every effort to execute the HAP Contract before the commencement of the lease term. The HAP Contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed and signed by the Landlord/Owner.

Owners must provide an Employer Identification Number or Social Security Number.

The owner must provide a business or home telephone number.

Owners must complete a W-9 form.

Owners must provide the PHA with a canceled saving or checking deposit slip. All landlords must participate in direct deposit

L. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract.

The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title and the Employee Identification Number or Social Security number of the new owner.

The PHA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

CHAPTER 10
(24 CFR 982.401; Housing Choice Voucher Guidebook; HUD 7420.10)

HOUSING QUALITY STANDARDS AND INSPECTIONS

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit.

These minimum Standards may be enhanced by the PHA, provided that by doing so, the PHA does not overly restrict the number of units available for lease under the program. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and PHA requirements. This Chapter describes the PHA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners.

A. GUIDELINES/TYPES OF INSPECTIONS

The PHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFTA) to have the utilities turned on.

If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The PHA will conduct a reinspection.

There are four types of inspections the PHA will perform:

1. Initial/Move-in: Conducted within 15 days upon receipt of Request for Tenancy Approval (RFTA).

2. Annual: Must be conducted at least every 12 months.

3. Special/Complaint: At request of owner, family or an agency or third-party.

4. Quality Control: A quality control inspection will be conducted for 5 percent of all units which have been inspected.

B. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The PHA adheres to the acceptability criteria in the program regulations and HUD Inspection Booklet with the additions described below:

C. HQS REQUIREMENTS:

Performance and acceptability requirement:.

(1) This section states the housing quality standards (HQS) for housing assisted in the programs.

(2) The HQS consist of:

(A) Performance requirements; and

(B) Acceptability criteria or HUD approved variations in the acceptability criteria.
(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities;
(B) Food preparation and refuse disposal;
(C) Space and security;
(D) Thermal environment;
(E) Illumination and electricity;
(F) Structure and materials;
(G) Interior air quality;
(H) Water supply;
(I) Lead-based paint;
(J) Access;
(K) Site and neighborhood;
(L) Sanitary condition; and
(M) Smoke detectors.

(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.

- The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
- The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
- The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
- The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

(B) Food preparation and refuse disposal—

(1)Performance requirement:

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

- The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. 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.
- 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 approvable public or private system.
- The dwelling unit must have space for the storage, preparation, and serving of food

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:

- At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- 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.

- 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:

- 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.
- The dwelling unit must not contain unvented 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.

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

- 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.
- The roof must be structurally sound and weathertight.
- 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.
- 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.
- 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.

- The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- There must be adequate air circulation in the dwelling unit.
- Bathroom areas must have one openable window or other adequate exhaust ventilation.
- Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

(H) Water supply—

(1) Performance requirement.

- The water supply must be free from contamination.

(2) Acceptability criteria.

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

(I) Lead-based paint performance requirement.

- The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

(J) Access performance requirement.

- 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).

(K) Site and Neighborhood—

(1) Performance requirement.

- 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 requirement**.

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

(M) Smoke detectors performance requirement—

- Except as provided in paragraph (n)(2) 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 the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

- For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired, 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).

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D. INSPECTIONS

The PHA conducts an inspection in accordance with HQS at least annually. Special inspections may be scheduled between anniversary dates.

HQS deficiencies that cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible. The family is only responsible for breaches of HQS that are caused by:

- Non-payment of utilities paid by the family (Contracts entered into after 10-2-95)
- Not providing, or failing to maintain, appliances not provided by the owner, and
- Damages to the unit or premises caused by a household member or guest beyond normal wear and tear.

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice.

Reasonable hours to conduct an inspection are between 9:00 a.m. and 4:30 p.m.

The PHA will notify the family in writing at least five (5) days prior to the inspection.

The family and owner are notified of the date and time of the inspection appointment by mail. If the family

is unable to be present, they must reschedule the appointment so that the inspection is completed within 30 days.

If the family does not contact the PHA to reschedule the inspection or if the family misses 2 inspection appointments, the PHA will consider the family to have violated a Family Obligation and their assistance may be terminated in accordance with the termination procedures in the Plan.

The family and owner are mailed a notice of the inspection appointment. If the family is not at home for the re-inspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement.

The family is also notified that it is a Family Obligation to allow the PHA to inspect the unit. If the family was responsible for a breach of HQS identified in Chapter 15, "Denial or Termination of Assistance," they will be advised of their responsibility for correction.

Time Standards for Repairs

1. Emergency items which endanger the family's health or safety must be corrected within 24 hours of notification.

2. For non-emergency items, repairs must be made within 30 days.

3. For major repairs, the Director of Section 8 may approve an extension beyond 30 days.

E. EMERGENCY REPAIR ITEMS

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

Lack of security for the unit
Waterlogged ceiling in imminent danger of falling
Major plumbing leaks or flooding
Natural gas leak or fumes
Electrical problem which could result in shock or fire
No heat
Utilities not in service
No running hot water
Broken glass where someone could be injured
Obstacle which prevents tenant's entrance or exit
Lack of functioning toilet
Inoperable Smoke Detector

The PHA may give a short extension whenever the responsible party cannot be notified or it is impossible to affect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to affect the repair, proper authorities will be notified by the Participant.

If the emergency repair item(s) are not corrected in the time period required by the PHA, and the owner is responsible, the housing assistance payment may be abated and the HAP contract may be terminated.

If the emergency repair item(s) are not corrected in the time period required by the PHA, and it is an HQS breach of a family obligation, the PHA will terminate the assistance to the family and the owner's payment will not be abated for the breach of HQS.

F. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA, the assistance payment to the owner may be abated.

Abatement

A Notice of Abatement will be sent to the owner, and the abatement will be effective on the first of the month following the date of the failed inspection.

The PHA will inspect abated units within five (5) days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The family and the owner will be notified of the re-inspection date.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. **The notice of abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.**

Extension

The PHA will grant an extension in lieu of abatement in the following cases:

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
- The owner makes a good faith effort to make the repairs.
- The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed one hundred and eighty (180) days. At the end of that time, if work is not completed, the PHA will begin the abatement and/or termination of assistance.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Termination notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the PHA if the tenant chooses to remain in the unit.

G. DETERMINATION OF RESPONSIBILITY

Certain deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service.
- Failure to provide or maintain family-supplied appliances
- Damage to the unit or premises caused by a household member or guest
- Normal wear and tear is defined in Chapter 17, "Claims, Move-Out and Close-Out Inspections."
- The owner is responsible for all other HQS violations.

The owner is responsible for the correction of vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The PHA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to a mediator within 10 days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

H. BREACH OF FAMILY OBLIGATION

If non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the PHA will terminate assistance to the family. Extensions in these cases must be approved by Section 8 Inspector. The owner's rent will not be abated for items that are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

I. INITIAL HQS INSPECTION

Timely Initial HQS Inspection

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 15 days unless the HQS Supervisor determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.

The PHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

The Initial Inspection will be conducted within fifteen (15) days upon receipt of the (RFTA) to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as a basis to evaluate whether the future condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the PHA once repairs are completed.

On an initial inspection, the owner will be given up to thirty (30) days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to 2 re-inspections for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed, or the maximum number of failed reinspections has occurred, the family must select another unit.

J. ANNUAL HQS INSPECTION

Rent Increases

The PHA conducts an inspection in accordance with Housing Quality Standards at least annually, so that the inspections are conducted at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.

The PHA will conduct an inspection using the HQS and other standards approved in this Administrative Plan. Rent increase requests in the Housing Choice Voucher program will not be approved if the unit is in a failed condition.

HQS deficiencies which cause a unit to fail must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)]

Inspection: The family and owner are notified of the date and time of the inspection appointment by mail. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within 30 days.

G. SPECIAL/COMPLAINT INSPECTIONS

If at any time the family or owner notifies the PHA that the unit does not meet HQS, the PHA will conduct an inspection.

The PHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The PHA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

H. QUALITY CONTROL INSPECTIONS

Quality Control inspections will be performed by the Director of Housing or his or her designee on five (5) percent of the units of each inspector. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

L. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401 (a)]

The PHA adheres to the acceptability criteria in the program regulations with the additions described below.

All units without central air conditioning must have screens on all windows and doors.

The following is being implemented in accordance with city code ordinances effective January 1, 2009, but are not being enforced by the city until July 1, 2010:

Initial inspections: effective July 1, 2009, each room used for sleeping purposes and each story, excluding crawl space and attic space, shall be required to contain a smoke detector located on the ceiling.

Annual inspections: Effective July 1, 2010, each room used for sleeping purposes and each story, excluding crawl space and attic space, shall be required to contain a smoke detector located on the ceiling.

CHAPTER 11
(24 CFR 982.507; Housing Choice Voucher Guidebook; HUD 7420.10)

OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

INTRODUCTION

The PHA is responsible to ensure that the rents charged by owners are reasonable based upon objective comparables in the rental market. When the PHA has determined that the unit meets the minimum HQS, that the lease is approvable, and that the rent is reasonable, it will make timely payments to the owner and notify the owner of the procedures for rent adjustments in the Housing Choice Voucher programs. This Chapter explains the PHA's procedures for determination of rent-reasonableness, payments to owners, adjustments to the Payment Standards, and rent adjustments.

A. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM

The maximum subsidy for each family is determined by the Payment Standard for the Housing Choice Voucher size issued to the family, less 30% of the family's Monthly Adjusted Income. The actual subsidy level could be less if the family is required to pay the Minimum Total Tenant Payment (10% of the family's Monthly Income).

The Housing Choice Voucher size issued to the family is based on the PHA's Subsidy Standards. The payment standard for the family is based on the lesser of the Payment Standard for the Housing Choice Voucher size issued and the Payment Standard for the unit selected.

The Housing Assistance Payment to the owner is the lesser of the subsidy described above or the rent charged by the owner.

B. MAKING PAYMENTS TO OWNERS

Once the HAP Contract is executed, the PHA begins processing payments to the landlord. The effective date and the amount of the PHA payment is communicated by letter. A HAP Register will be used as a basis for monitoring the accuracy and timeliness of payments. HAP payment must be post marked by the 5th working day of each month. For new admissions, after it has been determined that the unit pass HQS and the lease and contract has been properly executed by all parties, HAP payment should be post marked by the 7th working day of the month, or payment will be consider late. The landlord can assess a late charge in accordance with the accepted practice in the local market. . Changes are made automatically to the HAP Register for the following month. Checks are disbursed by the finance department to the owner each month.

Checks may not be picked up by owner at the PHA.

C. RENT REASONABLENESS DETERMINATIONS

Rent reasonableness determinations are made when units are placed under HAP Contract for the first time, and when owners request annual or special contract rent adjustments under the Housing Choice Voucher Program.

For the Housing Choice Voucher Programs, the PHA will determine and document on a case-by-case basis that the approved rent:

- Does not exceed rents currently charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and
- Is reasonable in relation to rents currently charged by other owners for comparable units in the unassisted market.

At least 2 comparable units will be used for each rent determination, one of which must be from the first category above if possible. All comparables must be based on the rent that the unit would command if leased in the current market. Leased in the current market means that the unit has been leased within the last 12 months.

The data for other unassisted units will be gathered from **newspapers, Realtors, professional associations, inquiries of owners, market surveys, and other available sources**.

The market areas for rent reasonableness are neighborhoods within the PHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

The following items will be used for rent reasonableness documentation:

Number of Bedrooms
Facilities
Location
Number of Bathrooms
Quality
Amenities
Date Built
Unit Type
Management and Maintenance Services

The PHA maintains an automated database which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis.

D. PAYMENT STANDARDS FOR THE HOUSING CHOICE VOUCHER PROGRAM

The Payment Standard is set by the PHA at 100% of the Fair Market Rent in effect at the time the HAP contract is signed. The Payment Standard is used to determine the maximum subsidy which can be paid by the PHA on behalf of the family. The Fair Market Rents are approved by HUD on the first working day of October.

E. ADJUSTMENTS TO CONTRACT RENTS

Contract Rents may be adjusted to increase Housing Assistance Payments in order to keep families' rents affordable. The PHA has elected to use 100% of the Fair Market Rent as their Payment Standard. Payment Standards will be adjusted annually according to the current Fair Market Rent.

Availability of Suitable Vacant Units Below the Payment Standard

The PHA will review its rent reasonableness database and vacancy rate data to determine whether there is an ample supply of vacant units below the Payment Standard.

Quality of Units Selected

The PHA will review the quality of units selected by participant families before determining any change to the Payment Standard to ensure that Payment Standard increases are only made when needed to reach the mid-range of the market.

Rent to Owner Increases

Increases may be requested annually; however, may not exceed FMR. The PHA may review a sample of the units to determine how often owners are increasing rents after the first year of the lease and the average percent of increase by bedroom size. The sample will be divided into units with and without the highest cost utility included.

A comparison will then be made to the applicable annual adjustment factor to determine whether owner increases are excessive in relation to the published annual adjustment factor.

Rent Reasonableness Data Base/Average Contract Rents

The PHA will compare the Payment Standards to average rents in its Rent Reasonableness Data Base and to the average Contract Rents by unit size. The Payment Standards should be on a par with these amounts.

Lowering of the Payment Standard

Statistical analysis may reveal the Payment Standard should be lowered; in which case, the Payment Standard should not be less than 100% of the current FMR. If the FMR is lowered, the Payment Standard may not exceed 100% of the FMR except in those cases where families are held harmless until they move to a different dwelling unit or have a change in family composition which would affect their Housing Choice Voucher size.

Financial Feasibility

Before increasing the Payment Standard, the PHA may review the budget and the project reserve, to determine the impact projected subsidy increases would have on funding available for the program and number of families served.

For this purpose, the PHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

File Documentation

A file will be retained by the PHA for at least three years to document the analysis and findings to justify whether or not the Payment Standard was changed.

F. RENT ADJUSTMENTS

Housing Choice Voucher Program

Owners may not request rent adjustments in the Housing Choice Voucher Program to be effective prior to the expiration of the first year of the lease. Increases may not be granted based on the PHA'S budget. Rent adjustments are effective on the anniversary date following a signed sixty (60) day notice that the participant has been notified of the rent adjustment.

CHAPTER 12
(24 CFR 982.516; Housing Choice Voucher Guidebook; HUD 7420.10)

RECERTIFICATIONS

INTRODUCTION

HUD requires that the PHA recertify the income and household composition of all families at least annually. In addition, the PHA is required to inspect the assisted unit at least annually. These activities must be coordinated to ensure that they are completed in accordance with the regulation. It is a HUD requirement that families report all changes in household composition, but the PHA decides what other changes must be reported, and the procedures for reporting them. This Chapter defines the PHA's policy for conducting annual re-certifications and coordinating the two annual activities. It also explains the interim reporting requirements for families, and the standards for timely reporting.

A. ANNUAL ACTIVITIES

There are two (2) activities the PHA must conduct on an annual basis. These activities will be coordinated whenever possible:

1. Recertification of Income and Family Composition
2. HQS Inspection

The PHA produces a monthly listing of units under contract to ensure that timely reviews of contract rent, housing quality, and factors related to Total Tenant Payment can be made. Requests for rent adjustments and other monetary changes will be transmitted to the Finance Department.

Annual activities for contracts that did not commence on the first of the month must be conducted no later than the first of the month in which the lease was effective.

Annual inspections: See Chapter 10, "Housing Quality Standards and Inspections"

Rent Adjustments: See Chapter 11, "Owner Rents, Rent Reasonableness and Payment Standards"

B. ANNUAL RECERTIFICATION/REEXAMINATION and EIV PROCEDURES

Families are required to be recertified at least annually. At the first interim or annual certification on or after June 19, 1995, family members must report and verify their U.S. citizenship/eligible immigrant status.

PHA responsibility for reexamination and verification: The PHA must conduct a reexamination of family income and composition at least annually. The PHA will use the Enterprise Income Verification System in its entirety to verify employment, social security and other applicable income as made available by the system.

The PHA must obtain and document in the tenant file the EIV verification and other supporting documents of the following factors, or must document in the tenant file why third party verification was not available:

- Reported family annual income;
- The value of assets;
- Expenses related to deductions from annual income; and
- Other factors that affect the determination of adjusted income.

When families move to another dwelling unit an annual recertification will be scheduled (unless a recertification has occurred in the last one hundred and twenty (120) days) and the anniversary date will be changed.

Income limits are not used as a test for continued eligibility at recertification unless the family is moving under portability and changing their form of assistance.

Reexamination Notice to the Family

The PHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least 120 days in advance of the anniversary date. If requested as an accommodation by a person with a disability, the PHA will provide the notice in an accessible format. The PHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure

The PHA's procedure for conducting annual re-certifications will be schedule the date and time of appointments and mail a notification to the family.

Persons with Disabilities

Persons with disabilities, who are unable to come to the PHA's office will be granted an accommodation of conducting the interview at the person's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information

The PHA representative will interview the family and enter the information provided by the family on the recertification form.

Requirements to attend

The following family members will be required to attend the recertification interview:

- All adult household members

If the head of household is unable to attend the interview:

- The appointment will be rescheduled

Failure to Respond

The written notification must state which family members are required to attend the interview. The family may call to request another appointment date.

If the family does not appear for the recertification interview, and has not rescheduled or made prior arrangements with the PHA, the PHA will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the PHA may Terminate assistance to the family, and offer them an informal hearing.

Exceptions to these policies may be made if the family is able to document an emergency situation that prevented them from canceling or attending the appointment.

Documents Required From the Family

In the notification letter to the family, the PHA will include instructions for the family to bring the following:

- Documents to support any preference claims
- Documentation of income for all family members
- Documentation of liquid and non-liquid assets
- Documentation of any deductions/allowances

Verification of Information

The PHA will follow the verification procedures and guidelines described in this Plan. Verifications for reexaminations must be less than one hundred and twenty (120) days old.

Tenant Rent Increases

Rent increases will be effective the first of the second month following the change.
A thirty-day notice will be mailed to the family prior to the effective date.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, there will be a retroactive increase in rent to the anniversary date.

Tenant Rent Decreases

If tenant rent decreases, it will be effective on the first of the month following the date the change was reported.

A thirty-day notice will be mailed to the family prior to the effective date.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the reexamination processing by the PHA.

C. REPORTING INTERIM CHANGES

HUD requires program participants to report all changes in household composition to the PHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain PHA approval prior to all other additions to the household.

The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified as required at the first interim or regular recertification after moving into the unit.

Income Increases

Interim Reexamination Policy

Changes in rent made for reasons other than reexamination shall be made if:

- It is necessary to correct any error made by a previous rent determination.
- A reduction in family income has occurred which is expected to continue for a period of more than thirty (30) days.
- The Resident or any member of the resident's family, 18 years or older, not previously employed, becomes employed.
- When a new member is added to the family composition, and has income.
- The Resident or any member of the Resident's family who previously was not receiving government assistance in the form of TANF, Work First, Social Security Benefits, SSI, Unemployment Benefits, etc., begins to receive such benefits.
- The Resident agrees to report his or her, or any member of the Resident's family who is age 18 or older who has income or changes in family composition to the PHA within ten (10) days of the date of the change.

Decreases in Income

Participants may report a decrease in income and other changes, which would reduce the amount of tenant rent, such as an increase in allowances or deductions. The PHA must calculate the change if a decrease in income is reported.

PHA Errors

If the PHA makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted to correct the error, but the family will not be charged retroactively.

Other Interim Reporting Issues

An interim reexamination does not affect the date of the annual recertification.

An interim reexamination will be scheduled for families with zero income every sixty (60) days
.
An interim reexamination will be scheduled for families working less than twenty-five (25) hours every ninety (90) days.

D. NOTIFICATION OF RESULTS OF RECERTIFICATIONS

The HUD form 50058 will be completed and transmitted as required by HUD.

The Notice of Rent Change is mailed to the owner and the tenant. If the family disagrees with the rent adjustment they may request an informal hearing.

All increases in income is required to be reported between regularly scheduled annual recertification's and will result in an increase in Total Tenant Payment.

E. TIMELY REPORTING OF CHANGES IN INCOME AND ASSETS

Standard for Timely Reporting of Changes

The PHA requires that families to report interim changes and verification documentation to the PHA within ten (10) days of when the change occurs.

If the change is not reported within the required time period, or if the family fails to provide documentation or signatures, it will be considered untimely reporting.

Procedures when the change is reported in a timely manner

The PHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following guidelines:

> Increases in the Tenant Rent is effective on the first of the second month following the change, following at least thirty days' notice.
>
> Decreases in the Tenant Rent are effective the first of the month following that in which the change was reported. The change will not be effective until the third party verification is received.
>
> No rent reductions will be processed until all the facts have been verified, even if a retroactive adjustment results, with the exception of the minimum rent hardship exemption request.
>
> For Minimum rent Hardship exemptions, the PHA will suspend payment beginning the next month following the family's request. The family is not required to pay during this period. PHA must promptly determine if hardship exist and if it is temporary or long term. Temporary Hardship (90 days) will require a repayment agreement; Long term Hardship will not.

Procedures when the Change is Not Reported by the Tenant in a Timely Manner

If the family does not report the change as described under Timely Reporting, the family will have caused an unreasonable delay in the interim reexamination processing and the following guidelines will apply:

> Increase in Tenant Rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis.
>
> Decrease in Tenant Rent will be effective on the first of the month following the date the change was reported.

Procedures when the Change is Not Processed by the PHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the PHA in a timely manner.

In this case, an increase will be effective after the required thirty days' notice.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

F. REPORTING OF CHANGES IN FAMILY COMPOSITION

All changes in family composition must be reported within ten (10) days of the occurrence.

Increases in Family Size

Increases other than by birth, adoption or court-awarded custody must have the prior approval of the owner and the PHA.

If an addition would result in overcrowding according to HQS maximum occupancy standards:

> The PHA may issue a larger Housing Choice Voucher (if needed under the Subsidy Standards) for additions to the family.

If a change requires a larger size unit due to overcrowding, the Housing Choice Voucher shall be made effective immediately reflecting the composition increase. The PHA may determine whether to issue a Housing Choice Voucher in this instance based on funding availability. If there is no funding availability in either program, the family will be placed on the Transfer list.

G. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

Under the Noncitizens Rule, "Mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members.

"Mixed" families who were participants on June 19, 1995, shall continue receiving full assistance if they meet the following criteria:

- The head of household or spouse is a U.S. citizen or has eligible immigrant status; and
- All members of the family other that the head, the spouse, parents of the head, parents of the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

If they do not qualify for continued assistance, the member(s) that cause the family to be ineligible for continued assistance may move, the family may choose prorated assistance (See Chapter 6, "Factors Related to Total Tenant Payment Determination"), or the PHA may offer temporary deferral of termination (See Chapter 15, "Denial or Termination of Assistance").

H. EIV PROCEDURES

I.

The PHA will use the Enterprise Income Verification (EIV) System to verify employment, unemployment benefits, social security benefits and any other income as made available by the EIV system. The PHA will adhere to the following EIV procedures as mandated by HUD:

The authorized users of the EIV system will adhere to the following procedures:

- EIV reports will be kept in the tenant/participant file and those files will remain secure at all times. The secure location is the filing cabinets in the locked Section 8/Public Housing filing room. The Section 8/Public Housing filing room shall remain locked at ALL times. If an authorized user of EIV is working on a particular file, the file will be locked in their office when they are absent from their office.
- EIV users are prohibited from sharing their EIV computer logon and password information.
- EIV users will never leave EIV data displayed on their computer screens. If an authorized EIV user is viewing EIV data and an unauthorized person approaches the work area, the authorized user will minimize or close the EIV screen.
- EIV users shall not save any EIV data to a computer hard drive or any other automated information system.
- EIV users shall not override the authorized access levels by providing EIV data to others who have limited or no access to the data.
- EVI users shall retrieve computer printouts as soon as they are generated so that EIV data is not left lying unattended in printers where unauthorized persons may access them.
- Once the EIV data has been printed and used for income verification purposes, it will be placed in the tenant/participant file which will be kept in the locked S8/PH filing room. Inactive files will be kept for three years in the locked S8/PH and then they will be shredded.

- Improper disclosures of EIV information shall be reported directly to the Chief Executive Officer or his/her designee. The Chief Executive Officer shall investigate all reported incidents and if improper disclosure has occurred, disciplinary action will be taken immediately. All incidents will be documented and placed in the employee's personnel file.

- Unauthorized access or a known security breach will be reported immediately to the PHA's Chief Executive Officer, who in turn, will report it immediately to HUD-Greensboro staff.

- These security measures have been and will continue to be discussed during periodic Section 8 / Public Housing meetings.

CHAPTER 13
(24 CFR 982.353; Housing Choice Voucher Guidebook; HUD 7420.10)

MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the PHA's jurisdiction, or to a unit outside of the PHA's jurisdiction under Portability procedures. The regulations also allow the PHA the discretion to develop policies which define any limitations or restrictions on moves. This Chapter defines the procedures for moves, both within and outside of, the PHA's jurisdiction, and the policies for restriction and limitations on moves.

A. ALLOWABLE MOVES

A family may move to a new unit if:

- The assisted lease for the old unit has terminated because the PHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
- The owner has given the family a notice to vacate, other than a lease termination.
- The family has given proper notice of lease termination (if the family has a right to terminate the lease on notice to owner).

B. RESTRICTIONS ON MOVES

Families will not be permitted to move within the PHA's jurisdiction during the initial year of the assisted occupancy except by mutual agreement between the owner and the family. Mitigating circumstances will be reviewed.

Families will not be permitted to move outside the PHA's jurisdiction under portability procedures during the initial year.

The PHA will deny permission to move if there is insufficient funding for continued assistance. The PHA may deny permission to move if:

- The family has violated a Family Obligation.
- The family owes any PHA money.
- The family has moved or been issued a Housing Choice Voucher within the last twelve months.
- If the area they wish to re-locate to has a higher payment standard.
- If the family wants to move to a unit that will require the PHA to pay a higher HAP payment.

The Director of Section 8 may make exceptions to these restrictions if there is an emergency reason for the move over which the participant has no control.

C. PROCEDURE FOR MOVES

Issuance of Housing Choice Voucher

If the family has not been recertified within the last 120 days, the PHA will issue the Housing Choice Voucher to move after conducting the recertification, as soon as the family requests the move.

If the family does not locate a new unit, they may remain in the current unit so long as the owner permits.

The annual recertification date will be changed to coincide with the new lease-up date.

Notice Requirements

Briefing sessions emphasize the family's responsibility to give the owner and the PHA proper written notice of any intent to move.

The family must give the owner the required number of day's written notice of intent to vacate specified in the lease and must give a copy to the PHA simultaneously.

Time of Contract Change

A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move except that there will be no overlapping assistance.

In a move, assistance stops at the old unit at the end of the month in which the tenant ceased to occupy, unless proper notice was given to end a lease mid-month. Assistance will start on the new unit on the effective date of the lease and contract. Assistance payments may overlap for the month in which the family moves.

D. PORTABILITY

Portability applies to families moving out of or into the PHA's jurisdiction within the United States and its territories. Under portability, families are eligible to receive assistance to lease a unit outside of the initial PHA's jurisdiction.

E. OUTGOING PORTABILITY

When a family requests to move to outside of the PHA's jurisdiction, the request must specify the area to which the family wants to move.

The family may use the voucher to lease a unit anywhere in the United States where there is a housing agency operating a Housing Choice Voucher Program.

A new admissions family exercising portability when they use their voucher for the first time must be within the income limits for the jurisdiction in which the family initially leases a unit.

PHA may not permit portability if the family has moved out of an assisted unit in violation of their lease.

If there is more than one PHA in the area in which the family has selected a unit, the PHA will choose the receiving PHA.

Restrictions on Portability

- Families will not be permitted to exercise portability during the initial 12 month period after admission to the program, if neither the head or spouse had a domicile (legal residence) in the PHA's jurisdiction at the date of their initial application for assistance unless the receiving and initial PHA agree to allow the move.

- If the family is in violation of a family obligation.

- If the family owes money to any PHA.

- If the area they wish to move to has a higher payment standard or the PHA will pay a higher HAP.

Outgoing Portability Procedures

The PHA will provide pre-portability counseling for those families who express an interest in portability. If the family is utilizing portability for their initial lease-up, the PHA will determine if the family is within the very low income limit of the receiving PHA. If the receiving PHA will absorb and the family will be changing its form of assistance, the PHA will determine if the family is within the low-income limit of the receiving PHA, and advise the family accordingly.

The PHA will notify the Receiving PHA that the family wishes to relocate into its jurisdiction.

The PHA will advise the family how to contact and request assistance from the receiving PHA.

The PHA will notify the receiving PHA that the family will be moving into its jurisdiction.

The PHA will provide the following documents and information to the Receiving PHA:

- A completed Part I of form HUD 52665, Family Portability Information form. Part II is to be completed by the Receiving PHA.
- A copy of the family's Housing Choice Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- Current information related to eligibility and rent payments.
- Persons designated for inquiries on eligibility and billing.
- The Administrative Fee Schedule for billing purposes.
- A copy of the portability policies and procedures from this Administrative Plan.

The Receiving PHA must notify the PHA within ten (10) days of the following:

- The Receiving PHA decides to absorb the family into their own program.
- The family leases up or fails to submit an (RFTA) by the required date.
- Assistance to a portable family is terminated by the Receiving PHA.
- The family requests to move to an area outside the Receiving PHA's jurisdiction.

Payment to the Receiving PHA

The PHA will requisition funds from HUD based on the anticipated lease-ups of portable Housing Choice Vouchers in other PHA's jurisdictions. Payments for families in other jurisdictions will be made to other Housing Authorities when billed or in accordance with other HUD approved procedures for payment.

When billed, the PHA will reimburse the Receiving PHA for 100% of the Housing Assistance Payment, 100% of the Special Claims paid on HAP contract effective prior to 10/2/95, and 80% of the Administrative Fee (at the initial PHA's rate), and any other HUD-approved fees.

Claims

The PHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring the repayment. The PHA will notify the Receiving PHA if the family is in arrears or if the family has refused to sign a Repayment Agreement, and the Receiving PHA will be asked to terminate assistance to the family as allowed by this Administrative Plan.

Receiving PHA's will be required to submit hearing determinations to the PHA within 15 days.

F. INCOMING PORTABILITY

Absorption or Administration

The PHA will accept a family with a valid Housing Choice Voucher from another jurisdiction and administer or absorb the Housing Choice Voucher. If administering, the family will be issued a "Portability" Housing Choice Voucher by the PHA with the same start date. The PHA may grant extensions in accordance with this Administrative Plan.

The determination to absorb incoming portable families will be made based on available funding and unit utilization.

When the receiving PHA does not absorb the incoming Housing Choice Voucher, it will administer the Initial PHA's Housing Choice Voucher and the receiving PHA's policies will prevail.

For initial lease-up, the family must be within the PHA's Very-Low Income limits. For participants, the PHA may issue either a Housing Choice Voucher.
The PHA will issue a "Portability Housing Choice Voucher" according to its own Subsidy Standards. If the family has a change in family composition which would change the Housing Choice Voucher size, the PHA will change to the proper size based on its own Subsidy Standards.

The PHA will decide whether to extend the "Portability Housing Choice Voucher" and for what period of time. The PHA's policy on suspensions will apply. However, if the family decides not to lease-up in the PHA's jurisdiction, the Family must request an extension from the initial PHA.

For Old Rule contracts (prior to 10-2-95), the PHA's unpaid rent, damage and vacancy loss claim policies prevail.

Income and TTP of Incoming Portables

As Receiving PHA, the PHA will conduct a recertification interview but only verify the information provided if the documents are missing or are over 120 days old, whichever is applicable, or there has been a change in the family's circumstances.

If the family's income exceeds the income limit of the Receiving PHA, the family will not be denied assistance unless the family is an applicant (and over the Very-Low Income Limit).

If the family's income is such that a $0 subsidy amount is determined prior to lease-up in the PHA's jurisdiction, the PHA will refuse to enter into a contract on behalf of the family at $0 assistance.

Requests for Tenancy Approval (RFTA)

When the Family submits an (RFTA), it will be processed using the PHA's policies. If the Family does not submit an (RFTA) or does not execute a lease, the Initial PHA will be notified within ten (10) days by the Receiving PHA.

If the Family leases up successfully, the PHA will notify the Initial PHA within ten (10) days, and the billing process will commence.

If the PHA denies assistance to the family, the PHA will notify the Initial PHA within ten (10) days and the family will be offered a review or hearing.

The PHA will notify the Family of its responsibility to contact the Initial PHA if the Family wishes to move outside the PHA's jurisdiction under continued portability.

Terminations

The PHA will notify the Initial PHA in writing of any termination of assistance within 10 days of the termination. If an Informal Hearing is required and requested by the Family, the hearing will be conducted by the PHA, using the regular hearing procedures included in this Plan. A copy of the hearing decision will be furnished to the Initial PHA.

The Initial PHA will be responsible for collecting amounts owed by the Family for claims paid and for monitoring repayment. If the Initial PHA notifies the PHA that the Family is in arrears or the Family has refused to sign a Repayment Agreement, the PHA will terminate assistance to the family.

Required Documents

As Receiving PHA, the PHA will require the following documents from the Initial PHA:

- A copy of the family's Housing Choice Voucher, with issue and expiration dates, formally acknowledging the family's ability to move under portability.
- The most recent HUD 50058 form and verifications.
- Declarations and verifications of U.S. citizenship/eligible immigrant status.
- A copy of the portability policies and procedures from their Administrative Plan.
- Current information related to eligibility and rent payments.
- Persons designated for inquiries on eligibility and billing.
- The Administrative Fee Schedule for billing purposes.

Billing Procedures

As Receiving PHA, the PHA will bill the Initial PHA monthly for Housing Assistance Payments. The billing cycle for other amounts, including Administrative Fees and Special Claims will be monthly unless requested otherwise by the Initial PHA.

The Receiving PHA must admit its initial billing within ten (10) days from the HAP contract execution or the effective date of family change.

If the Receiving PHA does not submit its initial billing with six (6) months, HUD required that the Receiving PHA absorb the family into its own program.

The Initial PHA must make the initial payment to the Receiving PHA within thirty (30) calendar days following the receipt of the billing form and monthly thereafter while the billing arrangement is in effect.

A different payment schedule can be used if both Housing Authorities agree to a different frequency.

The PHA will bill 100% of the Housing Assistance Payment, 100% of Special Claims and 80% of the Administrative Fee (at the Initial PHA's rate) and any other HUD-approved fees, for each "Portability" Housing Choice Voucher leased as of the first day of the month.

The PHA will notify the Initial PHA of changes in subsidy amounts and will expect the Initial PHA to notify the PHA of changes in the Administrative Fee amount to be billed.

CHAPTER 14
(24 CFR 982.551; Housing Choice Voucher Guidebook; HUD 7420.10)

HAP CONTRACT/TERMINATIONS

INTRODUCTION

The Housing Assistance Payments (HAP) Contract is the contract between the owner and the PHA which defines the responsibilities of both parties. This Chapter describes the circumstances under which the contract can be terminated by the PHA and the owner, and the policies and procedures for such terminations.

A. CONTRACT TERMINATION

The term of the HAP Contract is the same as the term of the lease. The Contract between the owner and the PHA may be terminated by the PHA, or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the PHA to the owner after the month in which the Contract is terminated. The owner must reimburse the PHA for any subsidies paid by the PHA for any period after the contract termination date.

If the family continues to occupy the unit after the Section 8 contract is terminated, the family is responsible for the total amount of rent due to the owner. The owner will have no right to claim compensation from the PHA for vacancy loss under the provisions of Housing Choice Voucher contracts effective on or after October 2, 1995.

After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease-up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

B. TERMINATION BY THE FAMILY: MOVES

The lease stipulates that the family cannot move from the unit until after the first year of the lease. The notice period to the landlord is determined by the lease, but may not exceed sixty (60) days.

C. TERMINATION BY THE OWNER: EVICTIONS (24 CFR 982.310)

If the owner wishes to terminate the lease, the owner is required to evict, using the notice procedures in the HUD regulations and State/local law. The owner must provide the PHA with a copy of the eviction notice.

The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant.

The owner eviction notice means a notice to vacate, or a complaint, or other initial pleading used under State or local law to commence an eviction action.

The contract and lease require that the owner may only evict for the following reasons:

1. Serious or repeated violation of the terms and conditions of the lease,

2. Violation of Federal, State or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises,

3. Other good cause, including:

    a. Criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, or persons residing in the immediate vicinity of the premises.

    b. Any drug-related criminal activity on or off the premises,

    c. Abuse of alcohol in a manner that will interfere with the health, safety, or right to peaceful enjoyment of premises by other residents.

    d. Tenant history of disturbance of neighbors, destruction of property, or behavior resulting in damage to the premises.

4. Other good cause, after the first year of the lease, includes:

    a. Business or economic reason for regaining possession of the unit;

    b. Owner's desire to repossess the unit for personal use;

    c. Tenant's refusal to accept offer of a new lease.

The eviction notice <u>must</u> specify the cause for the eviction.

The PHA requires that the owner specify the section of the lease that has been violated and cite the ways in which the tenant has violated that section as documentation for the PHA termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP Contract. If the owner has begun eviction and the family continues to reside in the unit, the PHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

The PHA will continue housing assistance payments until the family moves or is evicted from the unit provided that the unit continues to meet HQS guidelines.

If the action is finalized in court, the owner must provide the PHA with the documentation, including notice of the lockout date.

If the owner opts out for business or economic reasons, the tenant must be given 90 days notice, with a copy to the PHA and the local HUD office. Such reasons include desire to sell the property, renovation of the unit, or desire to obtain a higher rent than the PHA will approve.

The PHA must continue making housing assistance payments to the owner in accordance with the Contract as long as the tenant continues to occupy the unit and the Contract is not violated. By endorsing the monthly check from the PHA, the owner certifies that the tenant is still in the unit and s/he is in compliance with the contract.

If the eviction is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, the PHA will issue a new Housing Choice Voucher so that the family can move with continued assistance.

Violence Against Women Act (VAWA) and Department of Justice Reauthorization Act of 2005 (VAWA). VAWA prohibits the eviction of, and removal of assistance from, certain persons living Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925). (PIH 2006-23)

The landlord/owner shall not:

- Terminate a tenancy;
- Failure to renew a tenancy;
- Refuse to enter into a rental agreement; or otherwise retaliate based substantially on:

  (1)The tenant, applicant, or household members status as victim of domestic violence, sexual assault or stalking, or

  (2) Tenant or applicant having terminated a rental agreement earlier under N.C.G.S 42-45.1.

  Landlord must change locks on a dwelling unit after oral or written request by a “protected tenant”, or a tenant may do so if the landlord/owner does not.

D. TERMINATION OF THE CONTRACT BY PHA

The term of the HAP contract terminates when the lease terminates, when the PHA terminates program assistance for the family, and when the owner has breached the HAP contract.

Any of the following actions will be considered a breach of contract by the owner:

The owner has violated any obligation under the HAP contract for the dwelling unit, including the owner’s obligation to maintain the unit HQS standards, including any standards the PHA has adopted in this policy.

- The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).

- The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

- The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for

projects with mortgages insured by HUD or loans made by HUD.

- The owner has engaged in drug related or violent criminal activity.
- The owner has a history of not terminating tenancy for drug related or violent criminal activity or other threatening activity.

The PHA may also terminate the contract if:

The PHA terminates assistance to the family.

The family is required to move from a unit that is under-occupied (Housing Choice Voucher Program) or overcrowded (Housing Choice Voucher Program).

Funding is no longer available under the ACC.

The contract will terminate automatically if 180 days have passed since the last housing assistance payment to the owner.

In the event the PHA has to terminate contracts due to insufficient funding, the PHA will analyze and review cases using the following criteria:

- Households with housing assistance payments less than or equal to $100.00 and/or households that fall under the low-income category.
- The most recent households to obtain assistance through the Section 8 HCV Program

PHA will avoid terminating contracts of elderly, handicap and disabled families, if possible.

Resumption of assistance to impacted families will be determined by date and time of original housing application in addition to income category.

Notice of Termination

The PHA will provide the owner and family with at least thirty days written notice of termination of the contract.

E. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS

For families who were participants on June 19, 1995, terminations due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, may be temporarily deferred for intervals not to exceed six months (up to a maximum of three years) if necessary to permit the family additional time for transition to the affordable housing.

The family will be notified in writing at least 60 days in advance of the expiration of the deferral period that termination of assistance will not be deferred because:

- Granting another deferral will result in an aggregate deferral of longer than three years, or
- A determination has been made that other affordable housing is available.

F. TERMINATION DUE TO OWNER DISAPPROVAL

If the PHA terminates the contract due to owner disapproval (See Chapter 9, "Request for Lease Approval and Contract Execution"), the PHA will provide the owner and family with at least thirty days written notice of termination of the contract.

G. FORECLOSURE ACTION

1. If the HPHA learns that the property is in foreclosure, the HPHA must:

- Make all reasonable efforts to determine the status of the foreclosure and ownership of the property. This information can most likely be obtained through information that has been sent to the tenant notifying them of the foreclosure, and possibly in a 90 day notice to vacate. Additionally, PHA's may review legal notices in the local newspaper or the local governments web site to keep apprised of foreclosure actions initiated against owners of HCV assisted properties.

- Continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract. With the exception of HUD-insured mortgages or loans, defaulting on a mortgage/loan is not a breach of the HAP contract.

- Attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. The written agreement should include a request for owner information such as a Tax Identification Number, and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is nevertheless effective by operation of law.

- Inform the tenant that they must continue to pay rent in accordance with the lease, and if the successor in interest refuses to accept payment or cannot be identified, the tenant should pay the rent into escrow, because failure to pay rent may constitute an independent ground for eviction.

- If the PHA is unable to make HAP payments to the successor in interest due to:

(1) An action or inaction by the successor in interest that prevents such payments, including the rejection of payments or the failure of the successor to maintain the property in accordance with Housing Quality Standards (HQS); or (2) An inability to identify the successor, the PHA should inform the family of this. In order to ensure adequate protection of the tenant's rights under the statutory authority as well as enforcing performance of the successor in interest under the HAP

contract, the PHA should refer tenants, as services are needed, to the local Legal Aid Office.

The PHA must make reasonable inquiries to determine whether the unit, in addition to having a tenant receiving HCV assistance, will be (or has been) assisted under the Neighborhood Stabilization Program (NSP). The Department believes that units covered by this notice that receive such assistance will be rare. The PHA may inquire with the applicable units of local government to determine if properties occupied by Section 8 participants are under consideration for the NSP program.

In cases where the units have received assistance under the NSP, the PHA may use the funds that would have been used to pay the rent for other purposes. These other purposes include:

1. To pay utilities that are the owner's responsibility under the lease or applicable law, after taking reasonable steps to notify the owner that it intends to pay utilities rather than make payments to the owner;
    - The PHA is not required to notify the owner before making a utility payment if the unit has been or will be rendered uninhabitable by the termination or threat of termination of service. In that case, the PHA will notify the owner within a reasonable time after making the payment.
2. To pay the families moving costs, including security deposit costs.
3. Any funds that remain after use for these authorized purposes must only be used for housing assistance payments.

Any funds used for these purposes must be recorded and tracked in accordance with Generally Accepted Accounting Principles.

CHAPTER 15

(24 CFR 982.552; Housing Choice Voucher Guidebook; HUD 7410.20)

DENIAL OR TERMINATION OF ASSISTANCE

INTRODUCTION

The PHA may deny or terminate assistance for a family because of the family's action or failure to act. The PHA will provide families with a written description of the Family Obligations under the program, the grounds under which the PHA can deny or terminate assistance, and the PHA's informal hearing procedures. This Chapter describes when the PHA is required to deny or terminate assistance, and the PHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

A. GROUNDS FOR DENIAL/TERMINATION

If denial or termination is based upon behavior resulting from a disability, the PHA will delay the denial or termination in order to determine if there is a reasonable accommodation which would meet or negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

- Denial for placement on the PHA waiting list
- Denying or withdrawing a Housing Choice Voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Mandatory Denial and Termination

The PHA must deny assistance to applicants and terminate assistance for participants:

- If any member of the family fails to sign and submit HUD or PHA required consent forms for obtaining information on family status conducted by the PHA.
- The family must submit evidence of citizenship or eligible immigration status, and the PHA must deny assistance based on non-citizen rule regulations and applicable informal hearing procedures.
- If the family is under contract and one hundred and eighty (180) days have elapsed since the PHA's last housing assistance payment was made.
- The applicant does not meet the eligibility criteria. (The applicant family's annual income exceeds the income limit for a family of that size).
- Any family member has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of an assisted housing project (including the building or complex in which the unit is located and the associated common areas and grounds).
- The PHA must deny admission if the PHA determines that any household member is currently engaging in illegal drug use.
- If the PHA has reasonable cause to believe that any household member's use or pattern of illegal drug use may threaten the health, safety or right to peaceful enjoyment of the premises by other residents, the PHA must deny admission of the family.
- The PHA must deny admission to any household member who is subject to a lifetime registration requirement under a State sex offender registration program.
- The PHA must deny admission if it has cause to believe that any household member's abuse or pattern of abuse of alcohol may threaten the health, safety or right to peaceful enjoyment of the premises by other residents.

Grounds for Denial or Termination of Assistance

The PHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

- Any family member is currently engaged in, or has been engaged in drug-related criminal activity during the past five (5) years;
- Any family member has engaged in violent criminal activity;

- Evidence of criminal activity. The PHA may deny assistance for criminal activity by a household member as authorized in this section if the PHA determines, based on a preponderance of the evidence, that the household member or guest has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

- Any family member has engaged in criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;

- Any family member currently engaging in, with the respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current

- The family violates any family obligation under the program denied for five years;

- Any member of the family has even been evicted from public housing during the past five years;

- The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act. The family in denied until balance is paid in full. The Chief Executive Officer may make provision to reasonable accommodate person(s) with disability.

- The family has not reimbursed any PHA 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. The family is denied until the balance is paid in full if prior to relocating to another unit. Owner/landlord will be responsible for pursuing action to collect all damages related damage claims..

- The family breached an agreement with a PHA to pay amounts owed to a PHA or amount paid too an owner by a PHA. The family is denied until the balance is paid in full.

- Any family member that the PHA has determined to be abusing alcohol in manner which will interfere with the health, safety, or rights to peaceful enjoyment of the premises by other personnel. The family is denied for five (5) years;

- The family has engaged in or threatened abuse or violent behavior toward PHA personnel. The family is denied for five (5) years.

- "Threatening " refers to oral or written threats or physical gestures that communicate an intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.

- Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, tat is customarily used to insult or intimidate, may be cause for termination or denial;

- Persons convicted of manufacturing or producing methamphetamine on premises of assisted housing premises is building or complex in which dwelling unit is located, including common area and grounds;

Family Self Sufficiency (FSS) (24 CFR984.104)

Failure to fulfill the obligations and conditions of the FSS contract is grounds for termination of assistance for special programs that require mandatory participation.

The PHA will not terminate the assistance for FSS families who fail to comply with the FSS Contract of Participation without good cause.

B. FAMILY OBLIGATIONS

The family must supply any information that the PHA 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.

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

The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information in accordance with Federal regulations.

The family must supply true and complete information to the PHA.

The family must be responsible for specific HQS breaches:

- Failure to pay utilities for which the family is responsible

- Failure to provide or maintain appliances for which the family is responsible

- Damage to the unit (beyond normal wear and tear) by a household member or guest.

The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.

The family may not commit any serious or repeated violation of the lease.

The family must notify the owner and, at the same time, notify the PHA before the family moves out of the unit or terminates the lease on notice to the owner.

. The family must promptly give the PHA a copy of any owner eviction notice.

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

. The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

The family must promptly notify the PHA if any family member no longer resides in the unit.

If the PHA has given approval, a foster child or a live-in aide may reside in the unit. If the family does not request approval or PHA approval is denied, the family may not allow a foster child or live-in aide to reside with the assisted family.

Members of the household may engage in legal profit-making activities in the unit, but only if such activities are incidental to primary use of the unit as a residence by members of the family.

The family must not sublease or let the unit.

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

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

The family must not own or have any interest in the unit (other than in a cooperative or manufactured home leased in a manufactured home space).

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

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

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.

The family must not abuse alcohol in a way that threatens the health, safety or right to a peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises,

The family must not receive Section 8 tenant-based program housing assistance while residing in a unit owned by a parent, child, grandfather, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. (This prohibition applies to leases executed after 6/16/98)

Housing Authority Discretion

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the PHA has discretion to consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, the length of time since the violation occurred and more recent record of compliance, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act.

The PHA may impose, as a condition of continued assistance 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 PHA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

Explanations and Terms

The term “Promptly” when used with the Family Obligations always means “within 10 days.” Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach: The inspector will determine if an HQS breach is the responsibility of the family. Families may be given extensions to cure HQS breaches by PHA staff.

Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance:

If the owner terminates tenancy through court action for serious or repeated violation of the lease.

If the owner notifies the family of termination of assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the PHA determines that the cause is a serious or repeated violation of the lease based on available evidence.

If the owner notifies the family of termination of assistance for serious or repeated lease

violations, and the family moves from the unit prior to the completion of court action, and

If there are police reports, neighborhood complaints or other third party information, and the PHA has verified the information.

Notification of Eviction: If the family requests assistance to move and they did not notify the PHA of an eviction, the move will be denied.

Proposed additions to the family may be denied to:

Persons who have been evicted from public housing within the past five (5) years.

Persons who have previously violated a family obligation listed in HUD regulations.

Persons who commit drug-related criminal activity or violent criminal activity.

Persons who do not meet the PHA's definition of family.

Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.

Persons who currently owe rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance.

Persons who have engaged in or threatened abusive or violent behavior toward PHA personnel.

Family Member moves out: Families are required to notify the PHA if any family member leaves the assisted household. When the family notifies the PHA, they must furnish the following information:

The date the family member moved out.

The new address, if known, of the family member.

A statement as to whether the family member is temporarily or permanently absent.

(a) Husband or wife institutes divorce or legal separation action.
(b) Notarized affidavit of Head of Household.
(c) Order of protection/restraining order obtained by one family member against another.
(d) Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
(e) Statements from other agencies such as social services
(f) If the adult family member is incarcerated, a document from the Court or prison should be obtained stating how long they will be incarcerated.

Limitation on Profit-making Activity in Unit:

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation.

If the PHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit.

Interest in Unit: The owner may not reside in the assisted unit regardless of whether (s)he is a member of the assisted family, unless the family owns the mobile home and rents the pad.

Fraud: In each case, the PHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

In the event of false citizenship claims, the PHA will give the family member the opportunity to elect not to contend their status in lieu of termination of the entire family.

Drug-related or Violent Criminal Activity:

Drug-related criminal activity is the manufacture, sale, distribution, use or possession with intent to manufacture, sell or distribute, of a controlled substance or attempt to purchase illegal drugs.

- Drug-related criminal activity means **on or off the** premises, **not just on or near the** premises.

- **Violent criminal activity** includes any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and criminal activity that resulted in felony charge of a household member.

- The activity is being engaged in by any family member or guest at the resident's unit..

Ineligibility if Evicted for Drug-Related Activity

Persons evicted from public housing, Indian housing, Section 23, or any Section 8 Program because of drug-related criminal activity are ineligible for admission to Public Housing for a five-year period beginning on the date of such eviction.

The PHA may waive this requirement if:

- The person demonstrates successful completion of a rehabilitation program approved by the PHA, or
  The circumstances leading to the eviction no longer exist. For example, the individual involved in drugs is no longer in the household because the person is incarcerated.

- Applicants will be denied assistance if they have been:
  Convicted/evicted from a unit due to drug-related or violent criminal activity within the last

year prior to the date of the certification/recertification interview.

- Participants may be terminated who have been:
  Arrested/convicted/evicted from a unit due to violent criminal activity within the last 3 years prior to the date of notice to terminate assistance, and whose activities have created a disturbance in the building or neighborhood.

If the family violates the lease for drug-related or violent criminal activity, the PHA will terminate assistance.

In appropriate cases, the PHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

Screening Out Illegal Drug Users and Alcohol Abusers

The PHA will prohibit admitting any person to housing where the PHA determines that there is a reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the PHA determines that there is a **pattern** of illegal use of a controlled substance, or **pattern** of alcohol abuse.

The PHA will consider the use of a controlled substance or alcohol to be a **pattern** if there is more than one incident during the previous **three (3)** months.

The PHA may waive this policy if the person demonstrates to the PHA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and:

- Has successfully completed a supervised drug or alcohol rehabilitation program,
- Has otherwise been rehabilitated successfully; or
- Is participating in a supervised drug or alcohol rehabilitation program.

Confidentiality of Criminal Records

The PHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

Disclosure of Criminal Records to Family

Before the PHA takes any adverse action based on a criminal conviction record, the applicant or tenant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions.

Required Evidence

Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it, that is, evidence which as a whole shows that the fact sought to be proved is more provable than not. The intent is not to approve criminal liability, but to establish that the act(s) occurred.

Preponderance of evidence may not be determined by the number of witnesses, but by the weight of all evidence.

Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence, can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants. If the family violates the lease for drug-related or violent criminal activity, the PHA will terminate assistance.

If the evidence determine that the residents or family members has engaged in the violent criminal activity, regardless of whether the resident or individual has been arrested or convicted for such activity and without satisfying a criminal conviction standard of proof of the activity.

The PHA will pursue fact-finding efforts as needed to obtain credible evidence.

Notice of Termination of Assistance

In any case where the PHA decides to terminate the family, the PHA must give the family written notice which states:

- The reason(s) for the proposed termination,
- The effective date of the proposed termination.
- The family's right, if they disagree, to request an Informal Hearing to be held before termination of assistance.
- The date by which a request for an informal hearing must be received by the PHA.

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance. The Notice to the owner will not include any details regarding the reason for termination of assistance.

C. PROCEDURES FOR NON-CITIZENS

Termination due to Ineligible Immigrant Status

Participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The PHA must offer the family an opportunity for a hearing. (See Chapter 2, Section D.)

Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

Participant families in which all members are neither U.S. citizens nor eligible immigrants must have their assistance terminated. They must be given an opportunity for a hearing.

False or Incomplete Information

When the PHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual given an opportunity to present relevant information.

If the individual is unable to verify their citizenship, the PHA may give him/her an opportunity to provide a new declaration as an eligible immigrant or to elect not to contend their status. The PHA will then verify eligible status, deny, terminate, or prorate as applicable.

The PHA will deny or terminate assistance based on the submission of false information or misrepresentations.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the PHA either after the INS appeal or in lieu of the INS appeal.

After the PHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable) or, for participants who qualify, for Temporary Deferral of Termination of Assistance.

D. $0 ASSISTANCE TENANTS

For contracts effective after 10/2/95, the PHA has no liability for unpaid rent or damages, and the family may remain in the unit at $0 assistance for up to 180 days after the last HAP payment. If the family is still in the unit after 180 days, the assistance will be terminated. If within the 180 day time frame an owner rent

increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the PHA will resume assistance payments for the family.

In order for a family to move to another unit during the 180 days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

E. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

If the family has misrepresented any facts that caused the PHA to overpay assistance, the PHA may choose not to terminate and may offer to continue assistance provided that the family executes a Repayment Agreement and makes payments in accordance with the agreement or reimburses the PHA in full.

F. MISREPRESENTATION IN COLLUSION WITH OWNER

If the family willingly and knowingly commits fraud or is involved in any other illegal scheme with the owner, the PHA will deny or terminate assistance.

In making this determination, the PHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

G. MISSED APPOINTMENTS AND DEADLINES

It is a Family Obligation to supply information, documentation, and certification as needed for the PHA to fulfill its responsibilities. The PHA schedules appointments and sets deadlines in order to obtain the required information. The Obligations also require that the family allow the PHA to inspect the unit and appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the PHA may be sent a Notice of Denial or Termination of Assistance for failure to provide required information, or for failure to allow the PHA to inspect the unit.

The family will be given information about the requirement to keep appointments and the number of times appointments will be rescheduled as specified in this Plan.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances:

- Eligibility for Admissions
- Verification Procedures
- Housing Choice Voucher Issuance and Briefings
- Housing Quality Standards and Inspections
- Re-certifications
- Appeals

Acceptable reasons for missing appointments or failing to provide information by deadlines are:

Medical emergency
Incarceration
Family emergency

Missed Appointments and Documentation Procedure

When scheduled appointments are missed and/or document not provided, the family will be given two (**2)** opportunities prior to being issued a notice of termination or denial for breach of a family obligation.

After issuance of the termination notice, if the family offers to correct the breach within ten (10) days:

- The termination will be rescinded after the family cures the breach.
- The notice will be rescinded if the family offers to cure and the family does not have a history of non-compliance.

If the family does not offer to correct the breach within the ten (10) days:

The PHA will execute the termination of assistance.

CHAPTER 16
(24 CFR 982.453; Housing Choice Voucher Guidebook; HUD 7420.10)

OWNER DISAPPROVAL AND RESTRICTION

INTRODUCTION

It is the policy of the PHA to recruit owners to participate in the program, and to provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the PHA. The regulations define when the PHA must disallow an owner participation in the program, and they provide the PHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

A. DISAPPROVAL OF OWNER

The owner does not have a right to participate in the program. For purposes of this section, “owner” includes a principal or other interested party.

The PHA will disapprove the owner for the following reasons:

HUD (or other agency directly related] has informed the PHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the PHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the PHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

The owner has engaged in drug related or other violent criminal activity, or owner has a history of not terminating tenancy for drug related or violent criminal activity, or other threatening activity.

The Owner has committed fraud, bribery or any other corrupt act in connection with any federal housing program.

The owner is a relative of the family to be assisted, unless the tenancy would provide reasonable accommodation for a disabled family member prohibited owner family relationships include parent, child, grandparent, grandchild, sister, or brother of any member of the assisted family. This restriction applies at the time that the family receives assistance under the housing choice voucher program for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue.

B. OWNER RESTRICTIONS AND PENALTIES

If an owner commits fraud or abuse or is guilty of frequent or serious contract violations, the PHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The PHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner the PHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

Disapproval Of Owners/Participation Restrictions

The PHA will terminate contracts with owners for the following reasons:

- HUD notifications of owner debarment/suspension
- HUD notification of violation of fair housing/federal equal opportunity
- Violation of contract obligations
- Owner fraud, bribery or other corrupt act in federal housing
- Owner engaged in drug related or other violent criminal activity, or has a history of not terminating tenancy for drug related or violent criminal related activity or other threatening activity.

C. OTHER REMEDIES FOR OWNER VIOLATIONS

Overpayments

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the Contract, the PHA may terminate the Contract and arrange for restitution to the PHA and/or family as appropriate.

The PHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the PHA or the tenant, as applicable.

CHAPTER 17
(24 CFR 792.102; Housing Choice Voucher Guidebook; HUD 7420.10)

OWNER OR FAMILY DEBTS TO THE PHA

INTRODUCTION

This Chapter describes the PHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the PHA, the PHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

- Requests for lump sum payments
- Civil suits
- Abatements
- Reductions
- Collection agencies
- Credit bureaus

A. DEBTS OWED FOR CLAIMS

If a family owes money to the PHA for monies paid to an owner:

The PHA will require the family to repay the amount in full.
The PHA will not enter into a Repayment Agreement.

B. DEBTS DUE TO FRAUD/NON-REPORTING OF INFORMATION/PROGRAM TERMINATIONS

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to [Public Housing Authorities] PHAs and adverse termination of former participants of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) to verify employment and income information of program participants, as well as to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance program and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system.

HUD requires PHAs, which administer the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants.

The following information is collected about each member of your household (family composition): 1) Full Name; and 2) Date of Birth; and 3) Social Security Number.

The following information is collected once your participation in the housing program has ended or you move out of an assisted unit: 1) Amount of any balance you owe the PHA (up to $500,000); and 2) Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and 3) Whether or not you have filed for bankruptcy; and 4) The negative reason for your end of participation in the housing program (for example: abandoned unit, fraud, criminal activity, failure to comply with lease, etc.)

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

> Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of Section 8 program funds in violation of Section 8 program requirements.

Family Error/Late Reporting

Families who owe money to the PHA due to the family's failure to report income properly will be required to repay within 120 days. If the family pays the amount in full within this time period, the PHA may continue assistance to the family. Failure to repay the total amount within the 120-day period will result in termination of assistance.

Program Fraud

Families who owe money due to program fraud will have their assistance terminated.

C. OWNER DEBTS TO THE PHA

If the PHA determines that the owner has retained Housing Assistance or Claim Payments the owner is not entitled to, the PHA may reclaim the amounts from future Housing Assistance or Claim Payments owed the owner for any units under contract.

If future Housing Assistance or Claim Payments are insufficient to reclaim the amounts owed, the PHA will:

Require the owner to pay the amount in full within 30 days
Pursue collections through the local court system
Restrict the owner from future participation

CHAPTER 18

(24 CFR 982.554; Housing Choice Voucher Guidebook; HUD 7420.10)

COMPLAINTS AND APPEALS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the PHA. This Chapter describes the policies, procedures and standards to be used when families disagree with and PHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the PHA to ensure that all families have the benefit of all protections due to them under the law.

A. COMPLAINTS TO THE PHA

The PHA will respond promptly to complaints from families, owners, employees, and members of the public. All complaints will be documented. The PHA may require that complaints other than HQS violations be put in writing. HQS complaints may be reported by telephone.

Categories of Complaints

Complaints from families:

> If a family disagrees with an action or inaction of the PHA or owner, complaints from families will be referred to the Director of Section 8.

Complaints from Owners:

> If an owner disagrees with an action or inaction of the PHA or a family, complaints from Owners will be referred to the Director of Housing.

Complaints from staff:

> If a staff person reports an owner or family either violating or not complying with program rules, complaints from staff/families will be referred to the Director of Housing.

Complaints from the general public:

> Complaints or referrals from persons in the community in regard to the PHA, a family or an owner, complaints from general public will be referred to the Director of Housing.

B. PREFERENCE DENIALS

When the PHA denies a preference to an applicant, the family will be notified in writing of the specific reason for the denial and offered the opportunity for a meeting with PHA staff to discuss the reasons for the denial and to dispute the PHA's decision.

The person who conducts the meeting must be any officer or employee of the PHA including the person who made the decision.

C. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

Notice to applicant

The PHA must give an applicant for participation prompt notice of a decision denying assistance to the applicant. The notice must contain a brief statement of the reasons for the PHA decision. The notice must also state that the applicant may request an informal review of the decision and must describe how to obtain the informal review.

Informal review process

The PHA must give an applicant an opportunity for an informal review of the PHA decision denying assistance to the applicant. The administrative plan must state the PHA procedures for conducting an informal review.

The PHA review procedures must comply with the following:

- The review may be conducted by any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of this person.
- The applicant must be given an opportunity to present written or oral objections to the PHA decision.
- The PHA must notify the applicant of the PHA final decision after the informal review, including a brief statement of the reasons for the final decision.

When informal review is not required. The PHA is not required to provide the applicant an opportunity for an informal review for any of the following:

- Discretionary administrative determinations by the PHA.
- General policy issues or class grievances.
- A determination of the family unit size under the PHA subsidy standards.
- A PHA determination not to approve an extension or suspension of a voucher term.
- A PHA determination not to grant approval of the tenancy.
- A PHA determination that a unit selected by the applicant is not in compliance with HQS.

Reviews are provided for applicants who are denied assistance before the effective date of the HAP Contract. The exception is that when an applicant is denied assistance for citizen or eligible immigrant status, the applicant is entitled to an informal hearing.

When the PHA determines that an applicant is ineligible for the program, the family must be notified of their ineligibility in writing. The notice must contain:

- The reason(s) they are ineligible;
- The procedure for requesting a review if the applicant does not agree with the decision; and
- The time limit for requesting a review.

The PHA must provide applicants wit the opportunity for an Informal Review of decisions denying

- Qualification for preference
- Listing on the PHA's waiting list
- Issuance of a Housing Choice Voucher
- Participation in the program

Informal reviews are not required for established policies and procedures and PHA determinations such as:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- Refusal to extend or suspend a Housing Choice Voucher
- Disapproval of lease
- Determination that unit is not in compliance with HQS
- Determination that unit is not in accordance with HQS due to family size or composition

Procedure for Review

A request for an Informal Review must be received in writing by the close of the business day, no later than ten (10) days from the date of the PHA's notification of denial of assistance. The informal review will be scheduled within ten (10) days from the date the request is received.

The Informal Review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person.

The Review may be conducted by a staff person who is at the Management level or above.

The applicant will be given the option of presenting oral or written objections to the decision. Both the PHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense.

A Notice of the Review findings will be provided in writing to the applicant within 10 days after the review. It shall include the decision of the review officer, and an explanation of the reasons for the decision.

All requests for a review, supporting documentation, and a copy of the final decision will be retained in the family's file.

D. INFORMAL HEARING PROCEDURES

The PHA will provide a copy of the hearing procedures in the family briefing packet.

When the PHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The PHA will give the family prompt notice of such determinations which will include:

- The proposed action or decision of the PHA;
- The date the proposed action or decision will take place;
- The family's right to an explanation of the basis for the PHA's decision.
- The procedures for requesting a hearing if the family disputed the action or decision.
- The time limit for requesting the hearing.

The PHA must provide participants with the opportunity for an Informal Hearing for decisions related to any of the following PHA determinations:

1. Determination of the family's annual or adjusted income and the computation of the housing assistance payment

2. Appropriate utility allowance used from schedule

3. Family unit-size determination under PHA subsidy standards

4. Determination that voucher family is over housed or that the family is denied an exception to the subsidy standards.

5. Determination to terminate assistance for any reason.

6. Determination to terminate a family's FSS Contract, withhold supportive services, or propose forfeiture of the family's escrow account.

7. Determination to pay an owner claim for damages, unpaid rent or vacancy loss.

The PHA must always provide the opportunity for an informal hearing before termination of assistance. Informal Hearings are not required for established policies and procedures and PHA determinations such as:

Discretionary administrative determinations by the PHA

General policy issues or class grievances

Establishment of the PHA schedule of utility allowances for families in the program

An PHA determination not to approve an extension or suspension of a Housing Choice Voucher term

An PHA determination not to approve a unit or lease

An PHA determination that an assisted unit is not in compliance with HQS (PHA must provide hearing for family breach of HQS because that is a family obligation determination)

An PHA determination that the unit is not in accordance with HQS because of the family size

An PHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Hearing

It is the PHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the PHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations.

When the PHA receives a request for an informal hearing, a hearing shall be scheduled within 10 days. The notification of hearing will contain:

The date and time of the hearing

The location where the hearing will be held

The family's right to bring evidence, witnesses, legal or other representation at the family's expense

The right to view any documents or evidence in the possession of the PHA upon which the PHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing

The PHA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing Agood cause" which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the PHA within 24 hours, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear.

Families have the right to:

Present written or oral objections to the PHA's determination,

Examine the documents in the file which are the basis for the PHA's action, and all documents submitted to the Hearing Officer;

Copy any relevant documents at their expense;

Present any information or witnesses pertinent to the issue of the hearing;

Request that PHA staff be available or present at the hearing to answer questions pertinent to the case; and

Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the PHA will make the copies for the family. In no case will the family be allowed to remove the file from the PHA's office.

In addition to other rights contained in this Chapter, the PHA has a right to:

Present evidence and any information pertinent to the issue of the hearing;
Be notified in advance if the family intends to be represented by legal counsel, advocate, or another party;
Examine and copy any documents to be used by the family prior to the hearing;
Have its attorney present; and
Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the PHA who is neither the person who made or approved the decision, nor a subordinate of that person. The PHA appoints hearing officers who are PHA management.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. A document includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the PHA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the PHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the PHA and the family within ten (10) days and shall include:

A clear summary of the decision and reasons for the decision;
If the decision involves money owed, the amount owed; and

The date the decision goes into effect.

The PHA is not bound by hearing decisions:

Which concern matters in which the PHA is not required to provide an opportunity for a hearing:

That conflict with or contradict to HUD regulations or requirements;
That conflict with or contradict Federal, State or local laws; or
Exceed the authority of the person conducting the hearing.

The PHA shall send a letter to the participant if it determines the PHA is not bound by the Hearing Officer's determination within 10 days. The letter shall include the PHA's reasons for the decision.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

E. HEARING AND APPEAL PROVISIONS FOR RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal.

Assistance to a family may not be terminated or denied while the PHA hearing is pending but assistance to an applicant may be delayed pending the PHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the PHA notifies the applicant or participant within ten days of their right to appeal to the INS within thirty days or to request an informal hearing with the PHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the PHA a copy of the appeal and proof of mailing or the PHA may proceed to deny or terminate. The time period to request an appeal may be extended by the PHA for good cause.

The request for a PHA hearing must be made within fourteen days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within fourteen days of receipt of that notice. After receipt of a request for an informal hearing, the hearing is conducted as described in section D of this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the PHA will:

Deny the applicant family
Defer termination if the family is a participant and qualifies for deferral
Terminate the participant if the family does not qualify for deferral

If there are eligible members in the family, the PHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.

Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.

Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigrations status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of Tenant Rent and Total Tenant Payment.

Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

F. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

When applicants are denied placement on the waiting list, or the PHA is terminating assistance, the family will be informed that presence of a disability may be considered as a mitigating circumstance during the informal review process.

CHAPTER 19
(24 CFR 5.230; 24 CFR 792; Housing Choice Voucher Guidebook; HUD 7420.10)

PROGRAM INTEGRITY ADDENDUM

INTRODUCTION

The U.S. Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance that they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The PHA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained. The PHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the PHA's policies for the prevention, detection, and investigation of program abuse and fraud.

A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the PHA undertake an inquiry or an audit of a participating family arbitrarily. The PHA's expectation is that participating families will comply with HUD requirements, provisions of the certificate or Housing Choice Voucher, and other program rules.

The PHA staff will make every effort (formally, and informally) to orient and educate all families in order to avoid unintentional violations. However, the PHA has responsibility to HUD, the Community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the PHA's attention, to investigate such claims.

The PHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

1. Referrals, Complaints, or Tips. The PHA will follow up on referrals from other agencies, companies or persons, which are received by mail, by telephone, or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

Internal File Review: A follow-up will be made if PHA staff discovers (as a function of a certification and recertification, an interim redetermination, or a quality control review), that there is a discrepancy with statements made by the family.

3. Verification of Documentation. A follow-up will be made if the PHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information, credit bureau reports, or reports from other agencies).

B. STEPS THE PHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The PHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families.

This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

1. Things You Should Know. This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the PHA's expectation for cooperation and compliance.

2. Program Orientation Session. Mandatory orientation sessions will be conducted by the PHA staff for all prospective program participants, either prior to or upon issuance of a certificate or Housing Choice Voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign an "Orientation Session Certification", to confirm that all rules and pertinent regulations were explained to them.

3. Resident Counseling. The PHA will routinely provide participant counseling as part of every recertification interview, in order to clarify any confusion pertaining to program rules and requirements.

4. Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents before signature.

5. Use of Instructive Signs and Warnings. Instructive signs will be conspicuously posted in common areas and interview areas to reinforce compliance with program rules, and to warn about penalties for fraud and abuse.

6. All family representatives will be required to sign a Tenant Verification Data Sheet (re)certification.

C. STEPS THE PHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The PHA staff will maintain a high level of awareness to indications of possible abuse and fraud by assisted families.

1. Quality Control File Reviews: Prior to initial certification, and at the completion of all subsequent re-certifications, a random review of files will be conducted. Such reviews shall include, but not be limited to:

   Assurance that verification of all income and deductions is present.
   Changes in reported Social Security Numbers or dates of birth.

Authenticity of file documents.
Review of signatures for consistency with previously provided documents.

2. Observation. The PHA Management and Occupancy Staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.

3. Public Record Bulletins may be reviewed by Management and Staff.

4. State Wage Data Record Keepers. Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or employment compensation benefits.

5. Credit Bureau Inquiries. Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

   When an allegation is received by the PHA wherein unreported income sources are disclosed.

When a participant's expenditures exceed his/her income, and no plausible explanation is given.

D. THE PHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The PHA staff will encourage all participating families to report suspected abuse to their Housing Specialist. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file.

All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The Housing Specialist will not follow-up on allegations which are vague or otherwise non-specific. They will only review allegations that contain one of more independently verifiable facts.

1. File Review. An internal file review will be conducted to determine:

   If the subject of the allegation is a client of the PHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

   If the PHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroboration of complaints will be evaluated.

2. Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Housing Specialist will initiate an investigation to determine if the allegation is true or false.

E. HOW THE PHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the PHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Chief Executive Officer to monitor the program compliance, will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the PHA will secure the written authorization from the program participant for the release of information.

1. Credit Bureau Inquiries. In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

2. Verification of Credit. In cases where the financial activity conflicts with file data, a verification of credit form may be mailed to the creditor in order to determine the unreported income source.

3. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

4. Other Agencies. Investigators, caseworkers, or representatives of other benefit agencies may be contacted.

5. Interviews with Head of Household or Family Members. The PHA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

F. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS

Documents and other evidence obtained by the PHA during the course of an investigation will be considered "work product," and will either be kept in the participant's file, or in a separate "work file." Such cases under review will not be discussed among PHA staff unless they are involved in the process, or have information which may assist in the investigation.

G. CONCLUSION OF THE PHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigation review, the reviewer will report the findings to the Chief Executive Officer or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

H. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the PHA will review the facts to determine:

- The type of violation, (procedural, non-compliance, fraud);
- Whether the violation was intentional or unintentional;
- What amount of money, if any, is owed by the family;
- If the family is eligible for continued occupancy.

I. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED.

Once a program violation has been documented, the PHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. Procedural Non-Compliance. This category applies when the family "fails to" observe a procedure or requirement of the PHA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. An example of a Non-Compliance Violation is failure to appear at a pre-scheduled appointment.

    - Warning Notice to the Family. In such cases a notice will be sent to the family that contains the following:
    - A description of the non-compliance and the procedure, policy, obligation which was violated.
    - The date by which the violation must be corrected, or the procedure complied with.
    - The action which will be taken by the PHA if the procedure or obligation is not complied with by the date specified by the PHA.
    - The consequences of repeated similar violations.

2. Procedural Non-Compliance-Overpaid Assistance. When the family owes money to the PHA for failure to report changes in income or assets, the PHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

    - A description of the violation and the date(s).
    - Any amounts owed to the PHA.
    - A ten-day response period.
    - The right to disagree and to request an informal hearing with instructions for the request of such hearing.

3. Participant Fails to Comply with PHA's Notice. If the Participant fails to comply with the PHA's notice, and a family obligation has been violated, the PHA will initiate termination of assistance.

4. Participant Complies with PHA's Notice. When a family complies with the PHA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will document the meeting, and retain a copy in the family's file.

5. Intentional Misrepresentations. When a participant falsifies, misstates, omits, or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the PHA, the PHA will evaluate whether or not:

    a. The participant had knowledge that his/her obligations were wrong, and knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant

was made aware of program requirements and prohibitions. The participants' signature on various certification, briefing certificate, Personal Declaration, and Things You Should Know are adequate to establish knowledge of wrong-doing.

b. The participant willfully violated the family's obligations or the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:

- Admission by the participant of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the participant omitted material facts that were known to him/her
- (e.g., employment of self or other household member).
- That the participant falsified, forged, or altered documents.
- That the participant uttered and certified to statements at an interim
- (re)determination which were later independently verified to be false.

4. Dispositions of Cases Involving Misrepresentations. In all cases of misrepresentations involving efforts to recover monies owed, the PHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

   a. Criminal Prosecution: If the PHA has established criminal intent, and the case meets the criteria for prosecution, the PHA will:

      Refer the case to the local, State, or Federal Authorities, and terminate assistance.

   b. Administrative Remedies: The PHA may:

      Terminate assistance, and demand payment of restitution in full.
      Permit continued assistance at the correct level, and execute an administrative repayment agreement in accordance with the PHA's repayment policy.

5. The Case Conference for Serious Violations and Misrepresentations. When the PHA has established that material misrepresentation(s) have occurred, a Case Conference will be scheduled with the family representative and the PHA staff person who is most knowledgeable about the circumstances of the case.

   This conference will take place prior to any proposed action by the PHA. The purpose of such conference is to review the information and evidence obtained by the PHA with the participant, and provide the participant an opportunity to explain any documents or mitigating circumstances that the family may present. The family will be given 10 days to furnish any mitigating evidence.

   A secondary purpose of the Participant Conference is to assist the PHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the PHA will consider:

a. The duration of the violation and number of false statements.

b. The family's ability to understand the rules.

c. The family's willingness to cooperate and to accept responsibility for its actions.

d. The amount of money involved.

e. The family's past history.

f. Whether or not criminal intent has been established.

g. The number of false statements.

6. Notification to Participant of proposed action. The PHA will notify the family of the proposed action no later than 10 days after the case conference by mail.

CHAPTER 20

Furthering Fair Housing Statement

Reasonable Steps to Affirmatively Further Fair Housing in the Housing Choice Voucher (HCV)Program and how it will maintain records of those steps and their impacts

(1) Advertising widely in the community for the coordinator position or positions

- HPHA carries out all its recruiting, hiring, training, promoting of qualified individuals and all other activities in its program of nondiscrimination based on race, color, religion, sex, national origin, age, disability or status as a veteran.

- All employment decisions are based on objective standards using individual qualifications for a position without regard to race, color, religion, sex, national origin, age, disability or status as a veteran. Position requirements are based on the job description for the position of HCV Program Coordinator.

- Employment advertisements are placed in local non-minority and minority operated newspapers. All advertisements include a line that states that the HPHA is an Equal Opportunity Employer.

- Recruitment sources are provided with job-related information, and are able to recruit qualified persons on a nondiscriminatory basis.

- Government regulations require that goals be established by organizational units and job groups; that consideration be given to minorities and women not currently in the work force but having the requisite skills; and that affirmative action be utilized to recruit such persons. Through in-house job posting, the HPHA ensures that qualified minorities and women are aware of promotional opportunities. HPHA evaluates its entire selection process to make good faith efforts to select persons according to ability and qualifications, while recognizing its commitment to take affirmative action to remedy any underutilization of minorities and women. HPHA will continue its efforts to reach potential minority and women applicants to maximize the participation of such applicants. There is no department or job group at HPHA that is limited or closed to minority or female employees.

- New and vacant employment positions are posted in house. Consideration for posted positions is given to qualified employees who are employed with the Authority for at least six (6) months and who have not received any disciplinary actions within the previous six (6) months.

- The Human Resources Director conducts a preliminary screening process and refers those applicants most qualified for the position to the appointing department. No commitment is made by the Human Resources Director or appointing department to an applicant or employee until such time as all available interested individuals have had an opportunity to be considered for the position. The Chief Executive Officer makes the final appointment.

(1-a) How advertising records will be maintained and the impact of this step to affirmative further fair housing

- Advertising records are filed and maintained in the computer database of the Human Resources Director.

- HPHA evaluates its entire selection process to make good faith efforts to select persons according to ability and qualifications, while recognizing its commitment to take affirmative action to remedy any underutilization of minorities and women.

(2) Marketing the program to all eligible persons, including persons with disabilities and persons with limited English proficiency

HCV FSS Program is marketed to housing applicants and residents to inform them about the program and for awareness of homeownership opportunities. HPHA complies with Executive Order 13166, Improving Access to Services for Persons with limited English Proficiency. Plain-language accessible formats are used for documents intended for use by applicants and residents. Oral language services are provided when necessary to applicants and residents by ensuring the availability of a competent interpreter. Brochures in English and Spanish are distributed during applicant briefings. HPHA has two Spanish-speaking persons on staff that could translate for clients as needed.

Distribution methods of program information are:

- By HPHA Housing Specialists and the HCV Caseworker Coordinator and by local agency partners to share information about the FSS Program
- By the Homeownership Coordinator during HPHA Financial Fitness Classes that are conducted quarterly for clients with homeownership goals. During these classes the HCV residents are explained the opportunity to use their Section 8 HAP as assistance to qualify for loans.
- During family briefing sessions for HCV holders, HCV program holders are provided information regarding “discrimination” and any recourse available to them if they are victims of discrimination. This includes information on the availability of Fair Housing and Discrimination Complaint Forms, as applicable.

HCV homeownership opportunities marketing methods are:

- HCV residents are made aware of the opportunity to use their Section 8 HAP as assistance to qualify for loans.
- Homeownership training is available and encouraged for pre and post purchasers and homeownership choices are offered. In some cases the homebuyer has the choice of interior colors for carpet, wallpaper, etc. As a general rule, our Affordable Housing units are on individual lots scattered throughout the city so they will be accessible for homeownership.
- The Section 8 Homeownership Program will subsidize mortgage payments for qualified HCV FSS participants.

(2-a) How records of Step 2 will be maintained and the impact of this step to affirmatively further fair housing

- Marketing records to all eligible persons are maintained in the computer data base and/or resident and office files. All HCV assisted families are tracked and maintained in the computer tenant records.

- Outreach efforts are provided to diversified families and where necessary, awareness / advertising is administered for the availability of housing, opening of waiting lists and/or other marketing efforts in local non-minority and minority operated newspapers.

- HCV homebuyers receive homeownership training and counseling, which includes information on predatory lending. HPHA housing counselors have been trained to render default counseling to prevent mortgage delinquency and loss mitigation strategies to these clients as needed to keep them from losing their homes.

- Clients are impacted through costs comparable to other units and energy savings. During homeownership training sessions the HCV clients receive information regarding the importance of purchasing an energy efficient home and the impact that utility costs can have on the household budget. Considering that the majority of the participants are low and moderate income persons, it is extremely important to keep all household costs under control.

(3) Making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities

HPHA takes the following affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability.

- The mission of the HPHA is to provide eligible families and individuals with adequate and affordable housing, economic advancement and homeownership opportunities in a safe, drug-free, suitable living environment without discrimination.

- The HPHA main office, 500 E. Russell Ave., High Point, NC is accessible to persons with disabilities and/or animals for disabled tenants.

- HPHA takes appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public. HPHA shall furnish appropriate auxiliary aides where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. In determining the necessary auxiliary aides, HPHA shall give primary consideration to the requests of the individual with handicaps. An example of individually prescribed devices is telecommunication devices for the hearing impaired provided by the TTD/TDY telephone number 711 Relay Service.

- HPHA communicates affirmative measures to ensure accessible housing to disabled persons based on family eligibility criteria and unit availability.

- HPHA employees are required to attend on-site Fair Housing training sessions annually, which are used in customer relations in dealing with housing applicants and residents. Staff is kept updated on fair housing issues and cases as recorded in the PIH Notices and the Fair Housing Newsletter.

- In accordance with Section 504 and the Fair Housing Amendments Act of 1988, the HPHA has and/or will make modifications, make reasonable accommodations, or a combination of both to permit individuals and families with disabilities to take advantage of the housing programs administered by the HPHA. Handicap handrails are installed as needed.

- Reasonable accommodation procedure includes structural modifications to our applicants/residents who are disabled and because of that disability need a change or exception to our usual rules or policies or a structural modification to be able to fully use and enjoy this community. If the need for the accommodation or modification is not obvious, it will be necessary to obtain documentation of the need for the requested accommodation / modification. The applicant/resident will need to provide the following information and forms:

  a) Fill out and return to the leasing office the Reasonable Accommodations Request Form.

  b) Sign the Verification Form and return it to the Senior Property Manager with the Request Form

  c) Upon receipt of the Verification Form, management will mail the form to the verifier.

  d) When it is returned, management will notify the applicant / resident in writing of the determination concerning the request.

  e) If the request is for an assist or service animal, the applicant / resident will need to sign the lease addendum form that describes the animal owner's responsibilities concerning the animal.

- If requested, Section 8 owners must make reasonable accommodations to rules and policies to give persons with disabilities equal opportunity to enjoy dwelling and/or common areas (e.g., through assigned parking for persons with disabilities, or animals for disabled tenants, even if pets are not generally allowed).

(3-a) How records of Step 3 will be maintained and the impact of this step to affirmatively further fair housing

- Proper customer service / tenant communications is maintained through annual staff Fair Housing training and updates on HUD Notices. HPHA employees are reviewed annually by supervisory staff. The review includes criteria in the area of customer relations.

- Section 8 units are maintained and impacted through initial and annual inspections by Section 8 Housing Inspectors to ensure that the units comply

with Section 8 Housing Quality Standards. Units that do not meet the standards must be upgraded to the standards or are removed from the HPHA list of rental opportunities.

(4) Providing fair housing counseling services or referrals to fair housing agencies

- HCV holders are referred to local realty agencies that have units listed with the HPHA Section 8 Program.
- Fair Housing posters are displayed in each HPHA management office and the lobby of the HPHA Main Office.
- Fair housing rights and fair housing choice is exercised in day-to-day operations. This includes, but is not limited to all communications with residents, vendors, community resource agencies, and the general public.
- HPHA takes affirmative measures to offer its residents comprehensive housing counseling toward homeownership opportunities. These measures include, but are not limited to the following:

  a) HPHA is a HUD designated Housing Counseling Agency and makes housing counseling available at no cost for both group sessions and individuals counseling in budgeting, pre-homeownership and post-homeownership.

  b) Clients are made aware of fair housing rights and fair housing choices during HPHA housing counseling education as it relates to housing rental and homeownership. Predatory Lending education is also addressed during group homebuyer education classes. If a client is being assisted by HPHA we review their sales contract and loan documents. During this review, if the interest rate exceeds 2% over the prime rate or the lender is charging excessive fees, HPHA assistance is denied. The client would be referred to another lender. In some cases, the client is advised to work on credit problems.

  c) Down-payment assistance - HPHA sells affordable homes at 95% of appraised value. As funds are available, in-house financing is arranged with a twenty-year soft second mortgage for the difference between the first mortgage and sales price plus closing costs. Deed restrictions are included to insure unit retention by a low-income homeowner.

  d) Straight-out Purchase Program is available for the general public and low-income families who are creditworthy and income eligible. They sometimes receive a second mortgage through the HPHA.

  e) Lease-to-Purchase units are offered in the Deep River Community under the 5(h) Program with a three-year window. Low-income families can purchase through the

HPHA Affordable Housing and 5(h) Programs. Loan products / non-traditional lending standards are often utilized for gap financing or through a soft second mortgage from the HPHA to assist clients with homeownership. Eligible families may receive Section 8, grants, or other public housing assistance.

f) During Homeownership maintenance and training sessions the HPHA uses the opportunity to educate potential buyers about the benefits of energy efficiency and the Energy Star Program.

(4-a) How records of Step 4 will be maintained and the impact of this step to affirmatively further fair housing

- Records of counseling services are maintained via computer in Tenant Records through the attendance of individual and group homeownership training sessions. HUD Housing Counseling Form 9902 is used to record the number of individual and group counseling sessions. HUD Form 5008 is used to report resident home purchases through the PIC System. Logic model, HUD form 96010 is used to track, record and report HCV program activities which include activities related to fair housing.

- Counseling referrals that may be impacted by affirmatively furthering fair housing opportunities are recorded in the resident files. Examples include, but are not limited to Family Services of the Piedmont, the City of High Point, NC Housing Finance Agency, and local lending agencies.

- Mortgage default and loss mitigation counseling are rendered to clients to avoid foreclosure.

- Clients participate in the financial literacy sessions to reduce debt and improve credit scores to become mortgage ready.

(5) Informing participants of how to file a fair housing complaint, including providing the toll-free number for the Housing Discrimination Hotline: 1-800-669-9777

Through Quality Control staff the HPHA complies with and supports the following directive under the Fair Housing Act. An aggrieved person may, not later than one year after an alleged discriminatory housing practice has occurred, file a complaint directly with the U.S. Department of Housing and Urban Development (HUD), or a state or local agency that enforces laws that are “substantially equivalent” to the Fair Housing Act. Upon the filing of such a complaint, HUD has the responsibility to serve notice of the complaint and conduct an investigation into the alleged discriminatory housing practice.

(5-a) How records of Step 5 will be maintained and the impact of this step to affirmatively further fair housing

It is the practice of the HPHA that all such records be handled with the guidance of legal counsel and maintained in a confidential manner in accordance with Fair Housing guidelines.

(6) If the program has a goal of homeownership or housing mobility, recruiting landlords and service providers in areas that expand housing choice to program participants.

- HPHA provides fair housing choice through its Section 8 Housing Program and HCV Homeownership Program.

- HPHA encourages owners of decent, safe and sanitary housing units to lease to the Section 8 Program families. A list of interested landlords / list of units available for the Section 8 Program is maintained and updated at least monthly. When listings from owners are received, they are compiled by the PHA staff by bedroom size.

- HPHA seeks to offer attractive affordable Section 8 housing units throughout the city. Private property owners, including suburban property owners and managers are contacted through targeted mailings and encouraged to participate in the Section 8 Program. To recruit new owners, HPHA invites them to attend formal and informal discussions and meetings where the Section 8 Program is explained. New owners are made aware of HUD regulations and the HPHA policy on conflict of interest as it relates to the leasing of units.

- HPHA participates in a community based organization(s) comprised of private property and apartment owners and managers.

- Periodic meetings are conducted with participating owners to improve Section 8 owner / landlord relations. Section 8 landlords are encouraged to make unit modifications to comply with Section 504 requirements.

- HPHA affirmatively markets to races ethnicities shown to have disproportionate housing needs. Improvements in the security of assisted housing areas are implemented utilizing police protection through the High Point Police Department.

- As a general rule, the HPHA affordable housing units are located on individual lots scattered throughout the city so they will be more accessible for homeownership.

(6-a) How records of Step 6 will be maintained and the impact of this step to affirmatively further fair housing

- A list of landlords that have units leased to the Section 8 Program is maintained via computer. A separate list of new owners as potential landlords is also maintained via computer. These owners are impacted through their attendance of meetings where

the Section 8 Program is explained to determine if they would be interested in leasing to Section 8.

- HCV holders have been positively impacted by the opportunity to use their Section 8 HAP as assistance to qualify for loans.

GLOSSARY

A. ACRONYMS USED IN SUBSIDIZED HOUSING

AAF Annual Adjustment Factor. A factor published by HUD in the Federal Register that is used to compute annual rent adjustments.

ACC Annual Contributions Contract

RFTA Request for Tenancy Approval

BR Bedroom

CDBG Community Development Block Grant

CFR Code of Federal Regulations. Commonly referred to as "the regulations". The CFR is the compilation of Federal rules that are first published in the Federal Register and they define and implement a statute.

CPI Consumer Price Index. CPI is published monthly by the Department of Labor as an inflation indicator.

CR Contract Rent

FDIC Federal Deposit Insurance Corporation

FHA Federal Housing Administration

FICA Federal Insurance Contributions Act - Social Security taxes

FmHA Farmers Home Administration (Replaced by Rural Development)

FMR Fair Market Rent

FY Fiscal Year

FYE Fiscal Year End

GAO Government Accounting Office

GFC Gross Family Contribution. Note: Has been replaced by the term Total Tenant Payment (TTP).

GR Gross Rent

PHA Housing Agency
HAP Housing Assistance Payment

HAP Plan	Housing Assistance Plan
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	U. S. Department of Housing and Urban Development or its designee
HURRA	Housing and Urban/Rural Recovery Act of 1983
HV	Housing Choice Voucher
IG	Inspector General
IGR	Independent Group Residence
IPA	Independent Public Accountant
IRA	Individual Retirement Account
MR	Minimum Rent
MSA	Metropolitan Statistical Area established by the U.S. Census Bureau
PHA	Public Housing Agency
PMSA	A Primary Metropolitan Statistical Area established by the U.S. Census Bureau
PS	Payment Standard
QC	Quality Control
RFP	Request for Proposals
RRP	Rental Rehabilitation Program
SRO	Single Room Occupancy
SSMA.	Standard Statistical Metropolitan Area. Has been replaced by MSA, Metropolitan Statistical Area.
TR	Tenant Rent
TTP	Total Tenant Payment
UA	Utility Allowance
URP	Utility Reimbursement Payment

B. GLOSSARY OF TERMS IN SUBSIDIZED HOUSING

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

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

ADJUSTED INCOME. Annual income, less allowable HUD deductions.

ADMINISTRATIVE FEE. Fee paid by HUD to the PHA for administration of the program.

ADMINISTRATIVE FEE RESERVE (Formerly Operating Reserves). Account established by PHA from excess administrative fee income. The administrative fee reserve must be used for housing purposes.

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

ANNUAL CONTRIBUTIONS CONTRACT (ACC). A written contract between HUD and the PHA. Under the contract HUD agrees to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.

ANNUAL INCOME. The anticipated total Annual Income of an eligible family from all sources for the 12-month period following the date of determination of income computed in accordance with the regulations.

ANNUAL INCOME AFTER ALLOWANCES. The Annual Income (described above) less the HUD-approved allowances.

APPLICANT. (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

AAS-PAID STATES. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

ASSETS. (See Net Family Assets.)

ASSISTED TENANT. A tenant who pays less than the market rent as defined in the regulations. Includes tenants receiving rent supplement, Rental Assistance Payments, or Section 8 assistance and all other 236 and 221 (d)(3) BMIR tenants, except those paying the 236 market rent or 120% of the BMIR rent, respectively.

BUDGET AUTHORITY. An amount authorized and appropriated by the Congress for payment to HAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

CHILDCARE EXPENSES. Amounts paid by the family for the care of minors under 13 years of age

where such care is necessary to enable a family member to be employed or for a household member to further his/her education.

CONSOLIDATED ANNUAL CONTRIBUTIONS CONTRACT. (Consolidated ACC). See 24 CFR 982.151.

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

CONTINUOUSLY ASSISTED. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher program.

CONTRACT. (See Housing Assistance Payments Contract.)

CONTRACT AUTHORITY. The maximum annual payment by HUD to a PHA for a funding increment.

CONTRACT RENT. In the Section 8 Housing Choice Voucher Program, Contract Rent is the total rent paid to the owner, including the tenant payment and the HAP payment from the PHA.

DEPENDENT. A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or over.

DISABLED PERSON. A person who is any of the following:

(1) A person who has a disability as defined in section 223 of the Social Security Act. (42 U.S.C.423).

(2) A person who has a physical, mental, or emotional impairment that:
- (i) Is expected to be of long-continued and indefinite duration;
- (ii) Substantially impedes his or her ability to live independently; and
- (iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.

(3) A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

DISABLED FAMILY. A family whose head, spouse or sole member is a person with disabilities. It may include two or more persons who are persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

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 under federal disaster relief laws.

DOMICILE. The legal residence of the household head or spouse as determined in accordance with State and local law.

DRUG-RELATED CRIMINAL ACTIVITY. Term means:

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

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

ELDERLY HOUSEHOLD. A family whose head or spouse or whose sole member is at least 62 years of age it may include two or more persons who are at least 62 years of age living together or one or more persons who are at lease 62 years of age living with one or more live-in aides.

ELDERLY PERSON. A person who is at least 62 years old.

ELIGIBILITY INCOME. May 10, 1984, regulations deleted Eligibility Income, per se, because Annual Income is now for eligibility determination to compare to income limits.

ELIGIBLE FAMILY (Family). A family is defined by the PHA in the administrative Plan, which is approved by HUD.

EXCEPTIONAL MEDICAL OR OTHER EXPENSES. Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 that exceeded 25% of the Annual Income. It is no longer used.

EXTREME LOW INCOME FAMILY. Family whose income is 30 percent of the area median income.

EXCESS MEDICAL EXPENSES. Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

FAIR MARKET RENT (FMR). The rent including the cost of utilities (except telephone) that would be required to be paid in the housing market area to obtain privately owned existing decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. Fair market rents for existing housing are established by HUD for housing units of varying sizes (number of bedrooms) and are published in the **Federal Register** in accordance with 24 CFR part 882.

FAMILY. The applicant must qualify as a family as defined by the PHA.

FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM). The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

FMR/EXCEPTION RENT LIMIT. The section 8 existing housing fair market rent published by HUD headquarters or any exception rent. In the Housing Choice Voucher program the PHA may adopt a payment standard up to the 100% of the FMR/exception rent limit.

FOSTER CHILDCARE PAYMENT. Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.

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.

FUNDING INCREMENT. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

GROSS FAMILY CONTRIBUTION. Changed to Total Tenant Payment.

GROSS RENT. The sum of the Contract Rent and the utility allowance. If there is no utility allowance, Contract Rent equals Gross Rent.

HANDICAP ASSISTANCE. Anticipated costs for care attendants and auxiliary apparatus for handicapped or disabled family members that enable a family member (including the handicapped family member) to work.

HANDICAPPED PERSON. [Referred to as a Person with a Disability]. A person having a physical or mental impairment which:

(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.

HAP CONTRACT. (See Housing Assistance Payments contract.)

HARDSHIP (MINIMUM RENT) EXEMPTION. Financial hardship status (suspension) will be granted on the first of the following month of the reported change. Upon request to families for a period of 90 days, pending verification in the following cases:

(1) The family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State, or Local assistance program, due to no fault of the family;
(2) The family would be evicted as a result of the imposition of the minimum rent.
(3) The income of the family has decreased due to changed circumstances, including loss of employment; or
(4) The death of a family member, which has attributed to a financial hardship for the family;
(5) Other circumstance determined by HUD or the responsible party;

The PHA will promptly investigate and verify the family's request for a hardship exception, to determine if it is short term or long term. Verified short-term hardship exception minimum rent is suspended for 90 days and is accompanied by a reasonable repayment agreement, after the expiration of the 90 days grace period. Failure to comply with the repayment agreement will result in the family's termination of their Section 8 Housing Choice Voucher assistance. Long term hardship circumstance will last for more than 90 days and does not require a repayment agreement.

HEAD OF HOUSEHOLD. The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

HOUSING AGENCY. A state, country, municipality or other governmental entity or public body authorized to administer the program. The term HPHA includes an Indian housing authority (IHA). (HPHA and PHA

mean the same thing.)

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. Act in which the U.S. Housing Act of 1937 (sometimes referred to as the Act) was recodified, and which added the Section 8 Programs.

HOUSING ASSISTANCE PAYMENT. The monthly assistance payment by a PHA. The total assistance payment consists of:

(1) A payment to the owner for rent to owner under the family's lease.
(2) An additional payment to the family if the total assistance payment exceeds the rent to owner. The additional payment is called a Utility Reimbursement Payment.

HOUSING ASSISTANCE PAYMENTS CONTRACT. (HAP contract). A written contract between a PHA and an owner in the form prescribed by HUD headquarters, in which the PHA agrees to make housing assistance payments to the owner on behalf of an eligible family.

HOUSING ASSISTANCE PLAN. (1) A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD. (2) A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

HOUSING QUALITY STANDARDS (HQS). The HUD minimum quality standards for housing assisted under the tenant-based programs.

HUD REQUIREMENTS. HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

HURRA. The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

IMPUTED ASSET. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

IMPUTED INCOME. HUD passbook rate x total cash value of assets. Calculation used when assets exceed $5,000.

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

INCOME. Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

INCOME FOR ELIGIBILITY. Annual Income.

INDIAN. Any person recognized as an Indian or Alaska Native by an Indian Tribe, the Federal Government, or any State.

INDIAN HOUSING AUTHORITY (IHA). A housing agency established either:

(1) By exercise of the power of self-government of an Indian Tribe, independent of State law, or
(2) By operation of State law providing specifically for housing authorities for Indians.

INTEREST REDUCTION SUBSIDIES. The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d)(3) BMIR projects. Includes monthly interest reduction payments made to mortgagees of Section 236 projects and front-end loan discounts paid on BMIR projects.

LANDLORD. This term means either the owner of the property or his/her representative or the managing agent or his/her representative, as shall be designated by the owner.

LARGE VERY LOW INCOME FAMILY. Prior to the 1982 regulations, this meant a very low-income family which included six or more minors. This term is no longer used.

LEASE. A written agreement between an owner and an eligible family for the leasing of a housing unit.

Housing Choice Voucher program has an Addendum to Lease that has mandatory language which must be incorporated into any lease the PHA uses.

LIVE-IN AIDE. A person who resides with an elderly person or disabled person and who:

(1) Is determined to be essential to the care and well-being of the person.
(2) Is not obligated for the support of the person.
(3) Would not be living in the unit except to provide necessary supportive services.

LOCAL PREFERENCE. A preference used by the PHA to select among applicant families without regard to their federal preference status.

LOW-INCOME FAMILY. A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

MARKET RENT. The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family project in which a portion of the total units receive project-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the contract Rent for a Housing Choice Voucher holder. For BMIR units, Market Rent varies by whether the project is a rental or cooperative.

MEDICAL EXPENSES. Those total 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. A deduction for Elderly Households only. These allowances are given when calculating adjusted income for medical expenses in excess of 3% of Annual Income.

MINIMUM RENT. A family must pay the greatest of 30 percent of monthly adjusted income, 10 percent of monthly income, or any minimum rent of $100.00.

MINOR. A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

MONTHLY ADJUSTED INCOME. 1/12 of the Annual Income after Allowances or Adjusted Income.

MONTHLY INCOME. 1/12 of the Annual Income.

NEGATIVE RENT. Now called Utility Reimbursement. A negative Tenant Rent results in a Utility Reimbursement Payment (URP).

NET FAMILY ASSETS. 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 is excluded from the definition.

NET FAMILY CONTRIBUTION. Former name for Tenant Rent.

OCCUPANCY STANDARDS. [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

OWNER. Any persons or entity having the legal right to lease or sublease housing.

PARTICIPANT. A family that has been admitted to the PHA's Housing Choice Voucher program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (First day of initial lease term).

PAYMENT STANDARD. The amount used to calculate the housing assistance a family will receive in the PHA's Housing Choice Voucher Program.

PUBLIC ASSISTANCE. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by Federal, state, or local governments.

PUBLIC HOUSING AGENCY (PHA). A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term HPHA includes an Indian housing authority (IHA).

(HPHA and PHA mean the same thing.) In this rule, an HPHA is referred to as a housing agency (PHA).

RANKING PREFERENCE. A preference used by the PHA to select among applicant families that qualify for federal preference.

RECERTIFICATION. Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported. There are annual and interim recertifications.

REMAINING MEMBER OF TENANT FAMILY. Person left in assisted housing after other family members have left and become unassisted.

RENT TO OWNER. This is called Contract Rent to Owner in the Housing Choice Voucher Program. It is the total amount of rent payable to the owner by the family and the PHA per month for an assisted unit.

RESIDENT ASSISTANT. A person who lives in an Independent Group Residence and provides on a daily basis some or all of the necessary services to elderly, handicapped, and disabled individuals receiving Section 8 housing assistance and who is essential to these individuals' care or wellbeing. A Resident Assistant shall not be related by blood, marriage or operation of law to individuals receiving Section 8 assistance nor contribute to a portion of his/her income or resources towards the expenses of these individuals. (See Sections 882.109(n), 882.106(c) and 882.102 definitions in Appendix 1 of 7420.7.)

SECRETARY. The Secretary of Housing and Urban Development.

SECURITY DEPOSIT. A dollar amount which can be applied to unpaid rent, damages or other amounts to the owner under the lease.

SERVICEPERSON. A person in the active military or naval service (including the active reserve) of the United States.

SINGLE PERSON. A person living alone or intending to live alone.

SPOUSE. The husband or wife of the head of the household.

SUBSIDIZED PROJECT. A multi-family housing project (with the exception of a project owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

(1) Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or

(2) Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or

(3) Direct loans pursuant to Section 202 of the Housing Act of 1959; or

(4) Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;

(5) Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless the project is owned by a Public Housing Agency;

(6) A Public Housing Project.

TENANT RENT. (Formerly called Net Family contribution.) The amount payable monthly by the family as rent to the owner (including a PHA in other programs). Where all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment. In the Housing Choice Voucher Program, Tenant Rent is Rent to Owner less HAP.

TOTAL TENANT PAYMENT (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

UNIT. Residential space for the private use of a family.

UNUSUAL EXPENSES. Prior to the change in the 1982 regulations, this was the term applied to the amounts paid by the family for the care of minors under 13 years of age or for the care of disabled or handicapped family household members, but only where such care was necessary to enable a family member to be gainfully employed.

UTILITIES. Utilities means water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

UTILITY ALLOWANCE. If the cost of utilities (except telephone) including range and refrigerator, and other housing services for an assisted unit is not included in the Contract Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD 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 healthy living environment.

UTILITY REIMBURSEMENT PAYMENT. 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.

VERY LARGE LOWER-INCOME FAMILY. Prior to the change in the 1982 regulations, this was described as a lower-income family which included eight or more minors. This term is no longer used.

VERY LOW INCOME FAMILY. A Lower-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the Housing Choice Voucher Programs.

VETERAN. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released from under conditions other than dishonorable.

WAITING LIST. A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

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.

WELFARE RENT. This concept is not used for the Housing Choice Voucher Program.

C. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE

CHILD. A member of the family other than the family head or spouse who is under 18 years of age.

CITIZEN. A citizen or national of the United States.

EVIDENCE. Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

PHA. A housing authority- either a public housing agency or an Indian housing authority or both.

HEAD OF HOUSEHOLD. The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

HUD. Department of Housing and Urban Development.

INS. The U.S. Immigration and Naturalization Service.

MIXED FAMILY. A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

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.

NONCITIZEN. A person who is neither a citizen nor national of the United States.

PHA. A housing authority who operates Public Housing.

RESPONSIBLE ENTITY. The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

SECTION 214. Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

SPOUSE. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or co-heads. Co-head is a term recognized by some HUD programs, but not by public and Indian housing programs.

HOUSING AUTHORITY OF THE CITY OF HIGH POINT

500 East Russell Avenue
P.O. Box 1779
High Point, NC 27261-1779

FAMILY SELF-SUFFICIENCY ACTION PLAN

Public Housing and Section 8

Revised in Consultation with Program Coordinating Committee

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FAMILY SELF-SUFFICIENCY ACTION PLAN

INTRODUCTION

The Housing Authority of the City of High Point (HPHA) was established with a mission to provide eligible families and individuals with adequate and affordable housing, economic advancement and homeownership opportunities in a safe, drug-free environment without discrimination.

The goal of the Family Self-Sufficiency Program is to assist low income families receiving housing assistance to connect with community services with the goal of becoming economically self-sufficient. This revised and updated FSS Action Plan describes how the agency will administer the Public Housing and Section 8 FSS programs, and was revised by HPHA in consultation with the Program Coordinating Committee.

GOALS

- To empower the underemployed and unemployed participating low-income families renting under HUD's Section 8 Assisted Housing and Conventional Public Housing Programs to obtain economic independence, self-sufficiency and ultimately independence from government assistance programs.

- To use rental assistance as a stabilizing force to permit families to invest their energy in other efforts, including employment, education, and job training and/or retraining that are necessary to achieve upward mobility.

- To provide collaboration between The Housing Authority of the City of High Point and local agencies in order to aid FSS Participants in obtaining the services needed in order to become self-sufficient.

- To execute a Contract of Participation and an Individual Training and Services Plan with every FSS family. The Contract of Participation is an agreement between the HPHA and a participating family that specifies the provisions of the Family Self-Sufficiency Program.

FAMILY SELF-SUFFICIENCY PROGRAM
ACTION PLAN

I. FAMILY DEMOGRAPHICS:

The HPHA Family Self-Sufficiency (FSS) Program provides services to eligible families who are currently receiving Housing Assistance through HUD's Section 8 and conventional Public Housing Programs. FSS case management will only be afforded to families who live in the jurisdiction of the HPHA. Family demographics for the HPHA's FSS program are as follows (as of June 10, 2009):

Racial/Ethnic Composition:

Ethnicity (total # families = 171)	**% (rounded)**
African American – 156	91%
Caucasian – 11	6%
Hispanic/Latino – 3	2%
Asian – 1	1%
American Indian/Alaskan Native – 0	0%

Head of Household:

FSS Family Type	**%**
Single Female Head of Household – 162	95%
Single Male Head of Household – 9	5%
Joint Head of Household – 0	0%

# of Children in Household (18 yrs of age or younger):

Number of Children by Age Group (total = 312)	**%(rounded)**
0-2 yrs of age – 32	10%
3-4 yrs of age – 33	11%
5-6 yrs of age – 38	12%
7-9 yrs of age – 61	20%
10-12 yrs of age – 61	20%
13-15 yrs of age – 47	15%
16-18 yrs of age – 40	13%

Education of Head of Household:

Level of Education	**%**
< 12 years – 25	15%
HS Diploma/GED –105	61%
1-3 yrs college – 38 (including 3 w/ 2-yr. degree)	22%
4 yrs college – 3	2%
> 4 yrs college – 0	0%

Age of Head of Household

HOH by Age Category	%
18-25 yrs of age – 21	12%
26-35 yrs of age – 80	47%
36-45 yrs of age – 41	24%
46-55 yrs of age – 25	15%
> 55 yrs of age – 4	2%

Employment Statistics: According to the Bureau of Labor Statistics Data, as of December 2008, the unemployment rate for the Greensboro-High Point area was 8.6. The annual unemployment rate for the year was 6.5. The latest available figures (preliminary for April 2009) show an unemployment rate of 11.1.

Percentage of FSS Head of Households who are employed: 23% of FSS heads of household were employed full-time as of June 10, 2009, with an average annual income of $20,099. Twenty-four percent (24%) of FSS heads of household were employed part-time as of June 10, 2009, with an average annual income of $8,261.

Support services vary from family to family. An initial assessment is made and a variety of sources are used to provide services such as childcare, transportation, remedial education, high school and post-secondary education, career exploration and training, job development and placement, parenting skills, money management skills and other services as needed. A more comprehensive list of FSS program service providers and partners is included under Section VII starting on page 7.

II. ESTIMATE OF PARTICIPATING FAMILIES:

The minimum program size for Section 8 FSS was established at 328 families. As of December 31, 2008, this number has been reduced by 190 households who have successfully graduated from the Section 8 FSS Program by fulfilling their Contract of Participation.

There is no minimum program size for the HPHA's Public Housing FSS program, and the agency is currently operating a voluntary program. Note, however, that 134 households have successfully graduated from the Public Housing FSS Program by fulfilling their Contract of Participation.

HPHA is currently serving 93 families in the Public Housing FSS program, and 78 families in the Section 8 FSS program.

III. ELIGIBLE FAMILIES FROM OTHER SELF-SUFFICIENCY PROGRAMS

There are no families participating in Operation Bootstrap, Project Self-Sufficiency or any other local self-sufficiency program who are expected to agree to a FSS contract of participation.

IV. FAMILY SELECTION PROCEDURES:

It is the policy of HPHA 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 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the FSS or any HPHA program on the grounds of race, color, sex, religion,

national or ethnic origin, familial status, or disability. In addition, HPHA staff will, upon request, provide reasonable accommodation to persons with disabilities, including interpreters, to ensure all families are able to take advantage of the services provided by the FSS program. A reasonable accommodation is one that would not result in a fundamental alteration of the program or an undue financial and administrative burden.

There is currently no selection preference and there is no waiting for enrollment in the HPHA's FSS program. The program is currently operating on a first come first serve basis to all applicants who complete motivational screening factors. Motivational factors include:

- Attending a minimum of two one-on-one meetings with the FSS Coordinator
- Completing assigned tasks related to the prospective participant's proposed goals, such as applying for a credit report, registering at JobLink, registering for an educational program, etc.

FSS staff has the primary responsibility to make sure that participants are not discriminated against in the selection process.

HPHA may refuse to select a family for participation in the FSS program if the head of household fails to follow through with the motivational screening factors. In addition, the HPHA may refuse to enroll a participant if that person has previously participated in the program and either completed the Contract of Participation, or failed to meet obligations and was terminated. Applicants who are not selected will be provided with a letter informing them of the reason(s) that they were not selected for participation, and will have access to the appeal process as put forth in section IX of this Plan.

V. INCENTIVES TO ENCOURAGE PARTICIPATION:

Extensive resources and incentives are available to FSS Program families through public and private resources. The following incentives are currently available:

- FSS Escrow Account – FSS families have an escrow savings account based on increases in their rent due to an increase in their earned income. The money will be made available to a family upon completion of the contract. There are no restrictions on use of escrow funds disbursed at completion of the contract. The escrow funds may be used during the contract period for completion of a significant milestone if necessary for the achievement of goals identified in the Individual Training and Services Plan (ITSP). A written request for escrow funds must be presented to the caseworker along with supporting documentation.
- FSS families receive case management services which include identifying needs, planning goals, assessment of work/training, employment planning, job interviewing, problem solving skills, monitoring and tracking of progress, life skill planning, parenting skills, coordination of community services and other services that meet participant needs such as adult literacy, transportation for certain DSS participants and re-entry programs for ex-offenders.
- The FSS Caseworker is an advocate to help meet needs, and as such links participants to HPHA's homeownership counseling program, workshops, credit counseling and homeownership opportunities.
- Job-readiness training is available as well as job fairs in HPHA communities, and referral/linkage to programs that offer job-readiness training (resume writing,

interviewing skills, career readiness certification and clothing assistance programs) as well as job development and job retention programs.

- Information and Referral – FSS families are referred to any health or human service agency that can help meet their basic needs (childcare, caregiver support, food, clothing, etc.).
- Budget Counseling – Money and household management skills training are available.
- Remedial Education – Opportunities provided to receive adult literacy education including GED and ESL via community partnerships.

VI. OUTREACH EFFORTS:

Efforts are targeted equally to minority and non-minority families, and bi-lingual staff is on hand to assist Spanish-speaking applicants. Efforts are made to bring in interpreters from the community for those who speak other languages.

Efforts are also made to serve persons with disabilities including but not limited to persons with impaired vision or hearing.

Publications and outreach materials for the FSS Program are printed in English and Spanish. Distribution of FSS Program flyers to community agencies/partners (both public and private), mass mailing of program information to current HPHA residents, HPHA website, orientation presentations to incoming Section 8/Public Housing applicants, door-to-door recruiting for Public Housing residents and Public Housing Resident Council meetings, and presentations are made periodically at related classes such as the Homeownership Financial Fitness class. Information is also spread by word of mouth.

Outreach informational material about the FSS Program may include, but is not limited to:

- Details about program history
- Available resources
- Requirements for eligibility
- Application procedures
- Participant responsibilities
- Program benefits

Recruitment is targeted to existing residents, with special effort made to identity new residents as they come into housing, and inform them about the program. Outreach to service providers and/or partner agencies is ongoing. Applicants are screened for motivational factors, and selection made in accordance with HUD and HPHA guidelines.

VII. FSS ACTIVITIES AND SUPPORTIVE SERVICES:

Activities and services provided to FSS families vary according to each family's needs. A variety of sources are used to provide services such as childcare, transportation, remedial education, high school and post-secondary, career exploration and training, job development and placement, parenting skills, money management skills and other as needed. Currently HPHA FSS Program service providers and partners include:

Employment:

JobLink Career Center/Training & Employment Services
Guilford Technical Community College (GTCC)

North Carolina Employment Securities Commission
WorkFirst Employment Services/Guilford County DSS
Vocational Rehab
Triad Careers/News & Record

Childcare/After-School Assistance:
Guilford Child Development
YWCA of High Point
YMCA of High Point
Boys and Girls Club of Greater High Point
Guilford County Schools
Guilford County DSS (vouchers through WorkFirst Employment Services)
Salvation Army Boys & Girls Club

Transportation:
Guilford County Transportation Department

Training/Educational Programs:
JobLink Career Center/Training & Employment Services
Reading Connections
GTCC, High Point and Jamestown Campuses
Community in Schools of High Point
YWCA
Vocational Rehab
Healthcare Training Center
NCA&T State University
University of North Carolina at Greensboro

Other:
Macedonia Family Resource Center
Youth Services Organizations (Y-Connect, Boys & Girls Club, etc.)
Senior Resources of Guilford
Guilford County Health Department
Substance Abuse Services
Mental Health Services
Emergency Services (food bank, clothing, etc.)
Hispanic Center
Open Door Ministries of High Point Inc.
Salvation Army
Family Service of the Piedmont
Darbah T. Skaf Housing Counseling, LLC
ARK of Safety, Preschool
VITA (free tax preparation assistance)
Services for Non-English Speaking Residents (translation, etc.)
Legal Aid

Vocational Rehab
African Coalition
World Relief

A goal-prioritizing worksheet is currently in use to help participants get started in the goal/need identification process. FSS staff works with each person in the family who wishes to develop an ITSP in a face-to-face interview process in which the goal prioritizing worksheet is used as a springboard to begin the goal planning process. This worksheet addresses common issues faced by participants of self-sufficiency programs including, but not limited to:

- Budgeting skills/credit repair
- Child care needs
- Educational needs
- Emotional needs and family support systems
- Health needs
- Job training/placement and vocational needs
- Nutrition issues and concerns
- Social activity and recreation
- Substance abuse, domestic violence, or other barriers
- Transportation needs.

Once the assessment is completed, the FSS Head of Household will sign an Individual Training and Services Plan (ITSP) that describes short term and long term goals, in addition to milestones to be reached along the way. The ITSP and the Contract of Participation will be reviewed with the Head of Household and will serve as a tool by which progress is measured. The ITSP is a working document and can be modified upon mutual consent of the Caseworker and the FSS Program participant.

VIII. METHOD FOR IDENTIFICATION OF FAMILY SUPPORT NEEDS:

Families selected for participation in the FSS Program work closely with the FSS Caseworker to assist them in identifying family needs, strengths and goals in a holistic manner and to develop an Individual Training and Services Plan (ITSP). This plan addresses goals for the family and outlines services needed to accomplish their goals. This will be a living/working plan that can be adjusted according to changes in circumstances for each family. The following information is gathered prior to establishing the family's goals and ITSP.

- Demographic information on the head of household and family members
- Identification of any vulnerabilities
- Strengths and stress factors in family relationships and work
- Work history/status
- Education history
- Ability to manage finances
- Availability and utilization of support systems
- Utilization of social service systems
- Social and recreational activities
- Transportation availability

- Childcare needs
- Access to health care
- Client's perception of:
    - Strengths
    - Weaknesses
    - Parenting skills
    - Future outlook
    - Special areas of interest and skills

IX. PROGRAM TERMINATION; WITHHOLDING OF SERVICES; AND AVAILABLE GRIEVANCE PROCEDURES:

HPHA makes every effort to enable a family to remain in the FSS Program, and will approve reasonable revisions in the ITSP to accommodate changing circumstances. In general, changes to the contract are only allowed in the first two and 1/2 years of the program. Participants wishing to make changes after that time must present their case to a 3-member panel of the Program Coordinating Committee.

HPHA may withhold or terminate supportive services if a FSS family fails to make a good faith effort to comply with the terms of the Contract of Participation or the ITSP. Services may be reinstated if the ITSP is satisfactorily revised, the family complies with the previous ITSP or through the appeal process the FSS family is reinstated.

HPHA will not terminate or withhold Housing Choice Voucher Assistance on the basis of a family's failure to comply with the requirements of the Contract of Participation or the ITSP.

The Contract of Participation may be terminated before the expiration of the contract term, or any extension thereof, by:

- Mutual consent of the parties;
- Failure of the FSS family to meet its obligations under the contract of participation without good cause;
- The family's withdrawal from the FSS program;
- Such other act as is deemed inconsistent with the purpose of the FSS program; or
- Operation of law (as defined in federal regulations).

In the event of termination of the Contract of Participation, the family's FSS Escrow will be forfeited.

The FSS family who has a grievance is encouraged to first try to resolve the issue with their FSS Caseworker. If they do not feel they are able to resolve the issue at this level, an appeal can be made, in writing, to the VP of Residential Services within seven (7) days to request a hearing. An appeal hearing will be scheduled within ten (10) business days after receipt of the written request.

In the event a FSS family has been terminated from the program and the family chooses the appeals process, the Head of Household must put a request for a hearing in writing. A 3-member panel of the PCC will conduct the hearing. The FSS Caseworker will be available for questions during the appeal hearing. Also, the family member whose name appears on the contract of participation may bring one person/witness to the appeals hearing. At the hearing the family will have the opportunity to question the basis of the FSS Caseworker's determination. The family

will be notified in writing of the decision of the appeal within ten (10) business days of the appeal hearing. This decision will be final.

X. ASSURANCES OF NON-INTERFERENCE WITH RIGHTS OF NON-PARTICIPATING FAMILIES:

HPHA confirms that a family's election not to participate in the FSS Program will not affect the family's admission to public housing or to the Section 8 program or the family's right to occupancy in accordance with its lease. This is actually a non-issue for the HPHA since we do not use FSS preferences in the selection process, and only market the program to families who already receive Public Housing or Section 8 housing assistance.

XI. TIMETABLE FOR PROGRAM IMPLEMENTATION:

Not applicable; this Action Plan is a revision of the original Plan

XII. CERTIFICATION OF COORDINATION:

The HPHA hereby certifies that to avoid duplication of services and/or activities, HPHA coordinates services and case management plans with local government and employment programs, and any other relevant employment, childcare, transportation, training and educational programs in the applicable area. Implementation will continue to be coordinated in order to avoid duplication of services and activities.

XIII. OPTIONAL ADDITIONAL INFORMATION

Program Requirements

The HPHA FSS Program is designed to conform to the needs of our residents while endorsing the need for self-sufficiency and economic independence. Criteria for participation are as follows:

- To participate in the FSS Program a person must be on a signed Public Housing or Section 8 lease.
- All adult family members (18 years of age and older) are encouraged to participate in the program and have an Individual Training and Services Plan (ITSP).
- Participating head of household must have as a goal to seek and maintain employment.
- Families will accrue savings in an escrow account that may be used for renting/purchasing a home in the private market, educational assistance, starting a business during the 5-year contract period, or other goals as established in the ITSP. In general, the escrow account will start when there is an increase in earned income that results in an increase in rent.
- For each participating FSS family that is a recipient of cash welfare assistance, one goal shall be to become independent from cash welfare assistance and remain independent of cash welfare assistance for a least one year before the expiration of the term of the Contract of Participation, per regulations.
- Participating family must have contact with the FSS Caseworker on a monthly basis and/or any other timeframe set up in the ITSP.

HPHA clients who express an interest in the FSS Program must participate in the FSS Program Orientation. This may be a group orientation or an individualized orientation, and will include a review of the requirements to complete the FSS Program, the expectations and the services offered. There is currently no waiting list for the FSS program, and anyone interested is able to enroll.

HPHA, at its discretion, may deny participation in the FSS program to a family that previously participated and was terminated from FSS because the family did not meet its FSS obligations according to the Contract of Participation. HPHA, at its discretion, may allow a family that previously participated in the FSS program and was terminated to sign a new Contract of Participation if the cause for termination of the original contract was due to circumstances beyond the control of the family, such as a serious illness. In general, however, a family may not participate in the program more than one time.

Program Monitoring and Evaluation:

The FSS Caseworker must be able to measure the success and progress of each participant in regard to his or her contract and Individual Training and Services Plan. Progress information may include educational attainments, training received, employment and job training status income changes, workshops attended and other relevant information.

The FSS Caseworker is also responsible for preparing monthly and other statistical reports as may be required by the HPHA or HUD (including narrative and Logic Model reports). Surveys may be sent to FSS Families at least once a year to measure their satisfaction with the program. Monitoring and evaluation efforts are essential to good program management, and HPHA uses tracking systems to measure success and to meet HUD requirements.

Contract of Participation

Each participating family must execute a 5-year Contract of Participation with HPHA. The effective date of the contract is the first day of the month after the contract is signed. HUD form 52650 (Contract of Participation) is used. The contract contains:

- Gross annual income
- Amount of earned income
- Family rent (TTP)
- Individual Training and Service Plan

A FSS Caseworker/Coordinator is assigned to each participating family and is responsible for tracking the coordination and delivery of services. The caseworker will make referrals to participating and/or partnering agencies. However, because developing a sense of responsibility is key to becoming self-sufficient, participants are expected to make their own appointments and provide documentation of follow-up. Participants are also expected to contact their caseworker once a month with in-office visits if unemployed. Participants who are employed are expected to have face-to-face contact at least once every three months. In some cases phone contact may be approved as a substitute some months for the face-to-face contact.

Caseworkers are responsible for maintaining a detailed client case record for each program participant assigned to them. The case record will include, but not be limited to, the following information:

- Dates of each contact and a description of the services provided, including referrals made;

- Any follow-up contact with other agencies on behalf of the family and other pertinent information;
- Dates when each milestone is to be achieved, any modifications to the milestones that are made with consensus from the case manager and the family, and the actual achievement date.

Escrow Accounts:

HPHA will deposit escrow funds into a depository account to be held for each participating family. HPHA gets the funds to deposit into the account directly from the family's rent paid to HPHA in the Public Housing Program. In the Section 8 program, these funds come from the reduced Housing Assistance Payment (HAP) amounts which are transferred to the escrow account.

Requests for interim disbursements of the escrow funds must be submitted in writing. The Housing Authority may at its sole discretion disburse a portion of the funds if the participant has fulfilled certain interim contract goals, and if the funds are for purposes consistent with the contract. Examples include continued education, auto repair (may include one-time tire replacement as safety issue), down payment on a house, job training expenses, or other needs deemed suitable by the Housing Authority based on progress toward goals listed in the ITSP. The amount of the interim disbursement will be limited to half of the total escrow accrued and available at the time.

HPHA will make an annual report to each FSS family on the status of their individual FSS Account. The report will include:

- The balance at the beginning of the reporting period;
- The amount of the family's rent payment that was credited to the FSS account during the reporting period;
- Any deductions made from the account for amounts due the HPHA before interest is distributed;
- The amount of interest earned on the account during the year; and
- The total in the account at the end of the reporting period.

If the FSS family has not met any of their interim goals, they will not be eligible to receive any funds in the escrow account unless they are buying a house. The money will be made available to them at the closing minus any monies that the family owes the HPHA.

A Section 8 FSS family must notify its FSS Caseworker upon leaving the HPHA's jurisdiction and verify that they are actively participating in another qualified PHA's FSS Program within 90 days of the relocation.

FSS families will automatically forfeit their FSS escrow funds when any of the following conditions apply:

- The family fails to complete the goals listed on their Contract of Participation;
- The family voluntarily withdraws from the program;
- The family continues to receive cash welfare assistance at the end of the FSS contract term (This does not include Medicaid, child care assistance, food stamps, or housing subsidies.); or
- The family moves out of public housing or Section 8-assisted housing.

Successful Completion of the FSS Contract

In order to successfully complete the FSS Program and receive any money in escrow, the FSS participant must meet the following criteria:

1. The FSS family has fulfilled all obligations under the contract of participation on or before the expiration of the contract term (including any extension thereof). [Note: Homeownership shall constitute automatic fulfillment of the FSS Contract regardless of the status of any other goals listed in the Contract of Participation.]

2. 30% of the family's monthly adjusted income equals or exceeds the FMR for the size unit for which the family qualifies.

3. The head of household certifies that no household member is receiving, nor has received during the past 12 months, cash welfare assistance.

The contract may be completed before the five years have expired. The family does not have to be free of housing assistance to have completed the contract.

Extension of Contract Of Participation:

The initial Contract of Participation term is five years. The Contract may be extended, in writing, and at the family's request, for up to two additional years if the HPHA determines that "good cause" exists. As defined by HUD "good cause" means circumstances beyond the control of the FSS family such as serious illness or involuntary loss of employment. The Contract of Participation can also be extended to allow a family member time to get off public assistance if goals are completed or near completion.

HPHA only grants extensions in rare circumstances which are beyond the control of the family, and which prevent completion of the training and services plan. Termination of employment for nonperformance by the FSS Head of Household in not justification for a contract extension.

During an extension to the contract, the family continues to have FSS amounts credited to the escrow account.

Portability:

After 12 months from the effective date of the Contract, a Section 8 FSS family may move outside of the HPHA jurisdiction under Portability. The HPHA may take one of the following actions:

- The initial PHA may permit the family to continue to participate in its FSS program if the family demonstrates that it can meet its FSS responsibilities in the new location.
- The receiving PHA may allow the family to participate in its FSS program
- The initial PHA may terminate the contract in cases where the family cannot fulfill its obligations in the new locations, or if the receiving PHA does not allow the family to participate it its FSS Program. In either of these cases, the family would forfeit the funds in the escrow account.

- The initial PHA will transfer the family's FSS escrow account balance when the family is absorbed by the receiving PHA.

Program Coordinating Committee:

The High Point Housing Authority's FSS Action Plan was *revised* in consultation with the Program Coordinating Committee (PCC). The PCC is comprised of various federal, state and local service providers, PH and Section 8 participants, staff, and other interested members from the general public per HUD regulation 984.202. The PCC is tasked with assisting the HPHA in securing commitments of public and private resources for operation of the FSS program. The Committee is also responsible for assisting with development of the Action Plan and implementation of the program.

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **Expires 4/30/2011**

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan

I, Rebecca Smothers the Mayor of City of High Point certify that the Five Year and Annual PHA Plan of the Housing Authority of City of High Point is consistent with the Consolidated Plan of City of High Point prepared pursuant to 24 CFR Part 91.

Rebecca R Smothers 7-28-10

Signed / Dated by Appropriate State or Local Official

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing **Expires 4/30/2011**

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-*Year and Annual* PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the___ 5-Year and/or_X_ Annual PHA Plan for the PHA fiscal year beginning 01/2011 *hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed 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 Plan and invited public comment.
6. The PHA certifies that it will carry out the 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.
7. The PHA will affirmatively 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 affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
   - 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(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. 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 Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements 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.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition 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 the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements 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 requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the 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 PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification 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.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Housing Authority of the City of High Point — PHA Name

NC006 — PHA Number/HA Code

_____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

X Annual PHA Plan for Fiscal Years 20 11 - 20____

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 and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Bob L. Davis	Chairman, Board of Commissioners
Signature: Bob L. Davis	Date: 09/08/2010

Civil Rights Certification	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **Expires 4/30/2011**

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency 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, and will affirmatively further fair housing.

Housing Authority of the City of High Point	NC006
PHA Name	PHA Number/HA Code

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 and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official: Bob Davis	Title: Chairman, Board of Commissioners
Signature: Bob Davis	Date: 09/08/2010

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:
[b] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:
[c] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:
[a] a. initial filing
b. material change
For Material Change Only:
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:
[X] **Prime** [ ] **Subawardee**
Tier _____, *if known*:
Housing Authority of the City of High Point
500 E. Russell Avenue
High Point, NC 27260
Congressional District, *if known*: 4c

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
N/A
Congressional District, *if known*:

6. Federal Department/Agency:
N/A

7. Federal Program Name/Description:
N/A
CFDA Number, *if applicable*: _____

8. Federal Action Number, *if known*:

9. Award Amount, *if known*:
$

10. a. Name and Address of Lobbying Registrant
(*if individual, last name, first name, MI*):
Housing Authority of the City of High Point
500 E. Russell Avenue
High Point, NC 27260

b. Individuals Performing Services (*including address if different from No. 10a*)
(*last name, first name, MI*):
N/A

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 tier 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 to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Rachael S. Matthews
Print Name: Rachael S. Matthews
Title: Interim Chief Executive Officer
Telephone No.: 336-878-2312 Date: 09/08/2010

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal ction, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

OMB Approval No. 2577-0157 (Exp. 3/31/2010)

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 the City of High Point

Program/Activity Receiving Federal Grant Funding

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 of any Federal contract, the making of any 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 and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Rachael S. Matthews	Interim Chief Executive Officer

Signature	Date (mm/dd/yyyy)
Rachael S. Matthews	09/08/2010

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Housing Authority of the City of High Point

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. 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.

b. 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 ---

(1) 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 ---

(1) 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 drug-free 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 ☐ if there are workplaces on file that are not identified on the attached sheets.

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 and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Rachael S. Matthews	Interim Chief Executive Officer
Signature x Rachael S. Matthews	Date 09/08/2010

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Part I: Summary

PHA Name/Number High Point Housing Authority			Locality (City/County & State)High Point/Guilford		☐**Original 5-Year Plan** ☐**Revision No:**	
A.	Development Number and Name	Work Statement for Year 1 FFY 2011_____	Work Statement for Year 2 FFY ____2012_____	Work Statement for Year 3 FFY ____2013_____	Work Statement for Year 4 FFY __2014_____	Work Statement for Year 5 FFY ____2015_____
B.	Physical Improvements Subtotal	Annual Statement	1,191,000	1,191,000	1,191,000	1,191,000
C.	Management Improvements		300,000	300,000	300,000	300,000
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration		190,000	190,000	190,000	190,000
F.	Other		179,000	179,000	179,000	179,000
G.	Operations		40,000	40,000	40,000	40,000
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		1,900,000	1,900,000	1,900,000	1,900,000
L.	Total Non-CFP Funds					
M.	Grand Total		1,900,000	1,900,000	1,900,000	1,900,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY ____2011__	Work Statement for Year ____2012_____ FFY _____			Work Statement for Year: __2013_____ FFY _____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	606 JC Morgan Roofs	94	350,000	603 Astor Dowdy Roof		250,000
Annual	606 JC Morgan HVAC	94	425,000	603 Astor Dowdy K&B	20	185,000
Statement	608 Elm Towers Plumb	11	350,000	605 Beamon Ct HVAC	32	300,000
	612 Sc. Sites A Baths	36	256,000	608 Elm Towers K&B	20	200,000
	615 Daniel Brooks Ann		29,000	613 Sc. Sites B Baths	43	325,000
	Dist. Through Amps		300,000	Dist. Through Amps		300,000
	Capital Funds Adm.		190,000	Capital Fund Adm.		190,000
	Subtotal of Estimated Cost		$1,900,000	Subtotal of Estimated Cost		$1,900,000

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY _2011_____	Work Statement for Year _2014_____ FFY _____			Work Statement for Year: __2015_____ FFY _____		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	603 Astor Dowdy K&B	25	260,000	603 Astor Dowdy K&B	25	260,000
Annual	604 Carson Stout Mod.	10	700,000	604 Carson Stout Mod.	10	700,000
Statement	605 Beamon Ct. Plumb	60	450,000	608 Elm Tower K&B	25	260,000
	Dist. Through Amps		300,000	617 Sc. Sites K&B	18	190,000
	Capital Fund Adm.		190,000	Dist. Through Amps		300,000
				Capital Fund Adm		190,000
	Subtotal of Estimated Cost		$1,900,000	Subtotal of Estimated Cost		$1,900,000

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2006**
Housing Authority of the City of High Point	Capital Fund Program Grant No: **NC19P00650106** Replacement Housing Factor Grant No: Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 5)
☒ **Performance and Evaluation Report for Period Ending: 6/30/2010** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]	169,874	176,635.25	176,635.25	176,635.25
3	1408 Management Improvements	339,758	339,758	339,758	339,758
4	1410 Administration (may not exceed 10% of line 20)	128,412.69	116,356.23	116,356.23	116,356.23
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	21,684.79	34,024.79	34,024.79	34,024.79
8	1440 Site Acquisition				
9	1450 Site Improvement	1,552.38	1,552.38	1,552.38	1,552.38
10	1460 Dwelling Structures	350,187.76	363,747.86	363,747.86	306,384.51
11	1465.1 Dwelling Equipment—Nonexpendable	0	294.43	294.43	294.43
12	1470 Nondwelling Structures	253,558.31	253,558.31	253,558.31	253,558.31
13	1475 Nondwelling Equipment	317,862.47	297,257.58	297,257.58	297,257.58
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	0	0	0	0
17	1499 Development Activities[4]	115,903.60	115,609.17	115,609.17	115,609.17
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	1,698,794	1,698,794	1,698,794	1,641,430.65
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations

[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2006**
Housing Authority of the City of High Point	Capital Fund Program Grant No: **NC19P00650106** Replacement Housing Factor Grant No: Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 5)
☒ **Performance and Evaluation Report for Period Ending: 6/30/2010** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NCP00650106** Replacement Housing Factor Grant No:	CFFP (Yes/ No): No	**Federal FY of Grant:** 2006

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
HA-Wide	Operations		1406	169,874	169,874	169,874	169,874	
	Security –Soft		1408	0	0	0	0	
	FSS/CHSP Coordinator/Social Services		1408	0	0	0	0	
	Training		1408	4,177	4,177	4,177	4,177	
	Computer Updates		1408	0	0	0	0	
	Accounting & Administrative		1410	12,000	12,000	12,000	12,000	
	Contract Coordinator		1410	55,000	55,000	55,000	55,000	
	Inspector Salary		1410	43,000	43,000	43,000	43,000	
	Fringe		1410	18,413	6,356.23	6,356.23	6,356.23	
	Architect/Engineering		1430	4,360	4,359.79	4,359.79	4,359.79	
	Site Improvements		1450	1,552	1,552.38	1,552.38	1,552.38	
	Interior Renovations		1460	1,208	1,207.76	1,207.76	1,207.76	
	HVAC		1460	0	0	0	0	
	Appliances		1465.1	0	0	0	0	
	Office Improvements		1470	253,558	253,558.31	253,558.31	253,558.31	
	Community Center		1470	0	0	0	0	
	Three Vehicles		1475	28,285	28,285.08	28,285.08	28,285.08	
	Office Furniture		1475	2,627	2,626.58	2,626.58	2,626.58	
	Main office security		1475	68,914	62,891.04	62,891.04	62,891.04	
	Computer hardware/software		1475	19,049	0	0	0	
	Development Activities		1499	296	0	0	0	
	Sub-Total			682,313	644,888.17	644,888.17	644,888.17	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NCP00650106** Replacement Housing Factor Grant No:	CFFP (Yes/ No): No	**Federal FY of Grant: 2006**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC006000002	Security - Soft		1408	66,198	66,198	66,198	66,198	
	Citrix		1406	0	1,164.70	1,164.70	1,164.70	
	Cycle Painting		1460	0	31,500.85	31,500.85	637.50	
	Computer hardware: Citrix server		1475	2,173	0	0	0	
	Computer hardware: computers from OAS		1475	0	2,326	2,326	2,326	
	Sub-Total			68,371	101,189.55	101,189.55	70,326.20	
NC006000003	Security - Soft		1408	32,485	32,485	32,485	32,485	
	Citrix		1406	0	684.75	684.75	684.75	
	Architect/Engineer		1430	4,331	10,501	10,501	10,501	
	Install Blinds		1460	41,230	41,230	41,230	41,230	
	Security Systems		1475	76,808	76,808	76,808	76,808	
	Computer hardware: work order printer		1475	1,267	700.38	700.38	700.38	
	Computer hardware: computers from OAS		1475	0	1,367	1,367	1,367	
	Sub-Total			156,121	163,776.13	163,776.13	163,776.13	
NC006000004	Security - Soft		1408	35,550	35,550	35,550	35,550	
	Citrix		1406	0	846.76	846.76	846.76	
	Architect/Engineering		1430	4,332	4,332	4,332	4,332	
	Cycle Painting		1460	14,000	7,325	7,325	7,325	
	Computer hardware: work order printer		1475	1,565	700.38	700.38	700.38	
	Computer hardware: computers from OAS		1475	0	1,689	1,689	1,689	
	Sub-Total			55,447	50,443.14	50,443.14	50,443.14	
NC006000005	Security - Soft		1408	18,388	18,388	18,388	18,388	
	Citrix		1406	0	437.97	437.97	437.97	
	Cycle Painting		1460	24,800	22,573.75	22,573.75	22,573.75	
	Computer hardware: computers from OAS		1475	810	873	873	873	
	Sub-Total			43,998	42,272.72	42,272.72	42,272.72	
NC006000006	Security - Soft		1408	28,808	28,808	28,808	28,808	

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NCP00650106** Replacement Housing Factor Grant No: CFFP (Yes/ No): No	**Federal FY of Grant: 2006**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
	Citrix		1406	0	506.88	506.88	506.88	
	Architect/Engineering		1430	4,331	10,501	10,501	10,501	
	Cycle Painting		1460	0	11,777.50	11,777.50	11,777.50	
	Computer hardware: work order printer		1475	939	700.38	700.38	700.38	
	Computer hardware: computers from OAS		1475	0	1,013	1,013	1,013	
	Sub-Total			34,078	53,306.76	53,306.76	53,306.76	
NC006000008	Security - Soft		1408	45,970	45,970	45,970	45,970	
	Citrix		1406	0	969.03	969.03	969.03	
	Cycle Painting		1460	32,000	18,256.75	18,256.75	18,256.75	
	Install Blinds, Fire Doors		1460	69,950	69,950	69,950	69,950	
	Security Systems		1475	109,723	109,723	109,723	109,723	
	Computer hardware: work order printer		1475	1,792	700.37	700.37	700.37	
	Computer hardware: computers from OAS		1475	0	1,934	1,934	1,934	
	Sub-Total			259,435	247,503.15	247,503.15	247,503.15	
NC000006009	Security - Soft		1408	42,906	42,906	42,906	42,906	
	Citrix		1406	0	876.82	876.82	876.82	
	Cycle Painting		1460	12,000	24,376.25	24,376.25	24,376.25	
	Computer hardware: work order printer		1475	1,622	700.37	700.37	700.37	
	Computer hardware: computers from OAS		1475	0	1,750	1,750	1,750	
	Sub-Total			56,528	70.609.44	70,609.44	70,609.44	
NC006000012	Security - Soft		1408	11,033	11,033	11,033	11,033	
	Citrix		1406	0	494.78	494.78	494.78	
	Cycle Painting		1460	17,000	16,500	16,500	0	
	HVAC		1460	10,000	0	0	0	
	Computer hardware: computers from OAS		1475	417	988	988	988	
	Security – Soft (613)		1408	13,178	13,178	13,178	13,178	
	Replace Windows (613)		1460	90,000	90,000	90,000	90,000	
	Computer hardware (613)		1475	498	0	0	0	
	Sub-Total			142,126	132,193.78	132,193.78	115,693.78	

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NCP00650106** CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2006**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC006000015	Security - Soft		1408	8,581	8,581	8,581	8,581	
	Citrix		1406	0	150.98	150.98	150.98	
	Cycle Painting		1460	19,000	10,000	10,000	0	
	Computer hardware: computers from OAS		1475	280	302	302	302	
	Architect/Engineer		1430	4,331	4,331	4,331	4,331	
	Sub-Total			32,192	23,364.98	23,364.98	13,364.98	
NC006000017	Security - Soft		1408	5,516	5,516	5,516	5,516	
	Citrix		1406	0	306.87	306.87	306.87	
	Cycle Painting		1460	13,000	15,806.25	15,806.25	15,806.25	
	Computer hardware: computers from OAS		1475	209	613	613	613	
	Security – Soft (618)		1408	919	919	919	919	
	Cycle Painting (618)		1460	6,000	0	0	0	
	Computer hardware (618)		1475	35	0	0	0	
	Security – Soft (620)		1408	8,581	8,581	8,581	8,581	
	Computer hardware (620)		1475	324	0	0	0	
	Sub-Total			34,584	31,742.12	31,742.12	31,742.12	
NC006000019	Security - Soft		1408	9,500	9,500	9,500	9,500	
	Citrix		1406	0	226.27	226.27	226.27	
	Cycle Painting		1460	0	3,243.75	3,243.75	3,243.75	
	Computer hardware: computers from OAS		1475	418	451	451	451	
	Sub-Total			9,918	13,421.02	13,421.02	13,421.02	
NC006000021	Security - Soft		1408	5,516	5,516	5,516	5,516	
	Citrix		1406	0	37.04	37.04	37.04	
	Sub-Total			5,516	5,553.04	5,553.04	5,553.04	
NC006000022	Security - Soft		1408	2,452	2,452	2,452	2,452	
	Citrix		1406	0	58.40	58.40	58.40	
	Computer hardware: computers from OAS		1475	108	116	116	116	
	Appliance at 914 Sharon Street		1465	0	294.43	294.43	294.43	
	504-compliant home @914 Sharon St.		1499	115,608	115,609.17	115,609.17	115,609.17	

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NCP00650106** Replacement Housing Factor Grant No: CFFP (Yes/ No): No	**Federal FY of Grant: 2006**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
	Sub-Total			118,168	118,530	118,530	118,530	
	Grand Total			**1,698,794**	**1,698,794**	**1,698,794**	**1,641,430.65**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**

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[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	07/17/2008		6/30/2010	07/17/2010		6/30/2010	
NC006000002	07/17/2008		12/31/2009	07/17/2010			
NC006000003	07/17/2008		12/31/2009	07/17/2010		6/30/2010	
NC006000004	07/17/2008		12/31/2009	07/17/2010		6/30/2010	
NC006000005	07/17/2008		12/31/2009	07/17/2010		6/30/2010	
NC006000006	07/17/2008		12/31/2009	07/17/2010		6/30/2010	
NC006000008	07/17/2008		12/31/2009	07/17/2010		6/30/2010	
NC000006009	07/17/2008		12/31/2009	07/17/2010		6/30/2010	
NC006000012	07/17/2008		12/31/2009	07/17/2010			
NC006000015	07/17/2008		12/31/2009	07/17/2010			
NC006000017	07/17/2008		12/31/2009	07/17/2010		6/30/2010	
NC006000019	07/17/2008		12/31/2009	07/17/2010		6/30/2010	
NC006000021	07/17/2008		6/30/2009	07/17/2010		6/30/2010	
NC006000022	07/17/2008		12/31/2009	07/17/2010		6/30/2010	

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2007**
Housing Authority of the City of High Point	Capital Fund Program Grant No: **NC19P00650107** Replacement Housing Factor Grant No: Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 6)
☒ **Performance and Evaluation Report for Period Ending: 6/30/2010** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]	341,849	323,275	323,275	220,275
3	1408 Management Improvements	268,000	268,000	268,000	233,117
4	1410 Administration (may not exceed 10% of line 20)	170,925	137,987	137,987	137,987
5	1411 Audit	2,000	2,000	2,000	2,000
6	1415 Liquidated Damages				
7	1430 Fees and Costs	16,000	6,371	6,371	6,371
8	1440 Site Acquisition				
9	1450 Site Improvement	423,106	491,332	348,926	348,926
10	1460 Dwelling Structures	242,991	310,828	310,828	162,442
11	1465.1 Dwelling Equipment—Nonexpendable	69,000		0	0
12	1470 Nondwelling Structures	76,151	50,000	42,971	26,996
13	1475 Nondwelling Equipment	50,000	58,450	50,280	50,280
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	7,000	29,700	0	0
17	1499 Development Activities[4]	42,226	31,305	28,785	28,785
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	1,709,248	1,709,248	1,519,423	1,217,179
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs	210,000	212,581	212,581	212,581
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	140,000	140,000		

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.

Part I: Summary

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC19P00650107** Replacement Housing Factor Grant No: Date of CFFP: _____	**FFY of Grant: 2007** **FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no:** 6)
☒ **Performance and Evaluation Report for Period Ending: 6/30/2010** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NCP00650107** CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2007**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
HA Wide	Operations		1406	341,849	155,000	155,000	155,000	
	Training		1408	8,000	0	0	0	
	Sound System for Chambers		1408	17,030	0	0	0	
	Audit		1411	2,000	2,000	2,000	2,000	
	Engineering for SBM daycare HVAC		1430	4,800	0	0	0	
	Main Office		1470	10,000	0	0	0	
	Community Center ($13,849 moved to Recovery)		1470	16,151	0	0	0	
	Furniture for main office		1475	12,693	12,973	12,973	12,973	
	Maintenance Vehicles		1475	37,307	37,307	37,307	37,307	
	Development Activities		1499	42,226	31,305	28,785	28,785	
	Sub-Total			492,056	238,585	236,065	236,065	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NCP00650107** Replacement Housing Factor Grant No:	CFFP (Yes/ No): No	**Federal FY of Grant: 2007**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC00600001P	Operations	1406		0	1,500	1,500	0	
NC00600002P	Police Contract	1408		47,809	52,130	52,130	45,249	
	Management Fee	1410		33,717	27,221	27,221	27,221	
	Replace Gas Lines	1450		135,400	135,400	135,400	135,400	
	Repair/replace Water Valves	1450		6,441	6,441	6,441	6,441	
	Appliances	1465.1		9,000	0	0	0	
	Cycle Painting	1460		0	5,830	5,830	38	
	Community Center	1470		24,138	24,138	17,109	1,134	
	Citrix Server	1475		0	8,170	0	0	
	Sub-Total			256,505	259,330	244,131	215,483	
NC00600003P	Stairwell Repair	1460		51,314	51,314	51,314	51,314	
	Bedbug treatment	1406		0	65,275	65,275	65,275	
	Keyscan cards	1408		0	1,432	1,432	1,432	
	FSS/CHSP Coordinator	1408		303	303	303	303	
	Hard drives (2) for security system	1408		0	172	172	172	
	Police Contract	1408		23,462	25,582	25,582	22,206	
	Management Fee	1410		16,546	13,358	13,358	13,358	
	HVAC replacement	1460		0	463	463	463	
	Cycle Painting	1460		0	21,400	21,400	21,400	
	Sub-Total			91,625	179,299	179,299	175,923	
NC00600004P	Police Contract	1408		25,675	27,996	27,996	24,300	
	Management Fee	1410		18,107	14,618	14,618	14,618	
	Repair/replace Water Valves	1450		2,310	2,310	2,310	2,310	
	Site Improvements	1450		0	142,706	300	300	
	Gym roof replacement	1470		25,862	25,862	25,862	25,862	
	Relocation	1495.1		7,000	29,700	0	0	
	Sub-Total			88,954	243,192	71,086	67,390	
NC00600005P	Police Contract	1408		13,280	14,481	14,481	12,569	

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NCP00650107** Replacement Housing Factor Grant No:	CFFP (Yes/ No): No	**Federal FY of Grant: 2007**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
	Management Fee	1410		9,366	7,561	7,561	7,561	
	Sub-Total			22,646	22,042	22,042	20,130	
NC00600006P	Police Contract	1408		20,806	22,686	22,686	19,692	
	Management Fee	1410		14,673	11,845	11,845	11,845	
	Cycle painting	1460		0	14,000	14,000	0	
	Sub-Total			35,479	48,531	48,531	31,537	
NC00600008P	Police Contract	1408		33,200	36,201	36,201	31,423	
	FSS/CHSP Coordinator	1408		304	304	304	304	
	Keyscan cards	1408		0	1,432	1,432	1,432	
	Hard drive for security system	1408		0	86	86	86	
	HVAC replacement	1460		0	445	445	445	
	Stairwell Repair	1460		51,314	51,314	51,314	51,314	
	Nurses' Call Station	1460		36,062	36,062	36,062	36,062	
	Management Fee	1410		23,414	18,902	18,902	18,902	
	Sub-Total			144,294	144,746	144,746	139,968	
NC00600009P	Police Contract	1408		30,987	33,788	33,788	29,328	
	Fees & Costs	1430		11,200	4,451	4,451	4,451	
	Site Improvements	1450		274,480	200,000	200,000	200,000	
	Repair/replace Water Valves	1450		4,475	4,475	4,475	4,475	
	Management Fee	1410		21,853	17,642	17,642	17,642	
	Sub-Total			342,995	260,356	260,356	255,896	
NC006000011P	Operations	1406		0	100,000	100,000	0	
	Engineering for SBM daycare HVAC	1430		0	1,920	1,920	1,920	
	Sub-Total			0	101,920	101,920	1,920	
NC006000012P	Appliances	1465.1		60,000	0	0	0	
	Police Contract	1408		17,486	19,066	19,066	16,549	
	Management Fee	1410		12,332	9,955	9,955	9,955	
	Sub-Total			119,818	29,021	29,021	26,504	

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NCP00650107** Replacement Housing Factor Grant No:	CFFP (Yes/ No): No	**Federal FY of Grant: 2007**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC006000015P	Police Contract	1408		6,197	6,758	6,758	5,866	
	Management Fee	1410		4,371	3,528	3,528	3,528	
	Sub-Total			10,568	10,286	10,286	9,394	
NC006000017P	Police Contract	1408		10,845	11,826	11,826	10,265	
	Management Fee	1410		7,649	6,175	6,175	6,175	
	Porch & Deck Replacement	1460		63,623	78,750	78,750	632	
	Sub-Total			82,117	96,751	96,751	17,072	
NC006000019P	Police Contract	1408		6,861	7,482	7,482	6,494	
	Management Fee	1410		4,839	3,906	3,906	3,906	
	Porch & Deck Replacement	1460		40,678	51,250	51,250	774	
	Sub-Total			52,378	62,638	62,638	11,174	
NC006000021P	Operations	1406		0	1,500	1,500	0	
	Police Contract	1408		3,984	4,344	4,344	3,771	
	Management Fee	1410		2,810	2,268	2,268	2,268	
	Sub-Total			6,794	8,112	8,112	6,039	
NC006000022P	Police Contract	1408		1,771	1,931	1,931	1,676	
	Management Fee	1410		1,248	1,008	1,008	1,008	
	Sub-Total			3,019	2,939	2,939	2,684	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**							**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[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	9/12/2009			9/12/2011			
6002	9/12/2009			9/12/2011			
6003	9/12/2009			9/12/2011			
6004	9/12/2009			9/12/2011			
6005	9/12/2009			9/12/2011			
6006	9/12/2009			9/12/2011			
6008	9/12/2009			9/12/2011			
6009	9/12/2009			9/12/2011			
6012	9/12/2009			9/12/2011			
6015	9/12/2009			9/12/2011			
6017	9/12/2009			9/12/2011			
6019	9/12/2009			9/12/2011			
6021	9/12/2009			9/12/2011			
6022	9/12/2009			9/12/2011			

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2008**
Housing Authority of the City of High Point	Capital Fund Program Grant No: **NC19P00650108** Replacement Housing Factor Grant No: Date of CFFP: _____	**FFY of Grant Approval**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no:)**
☒**Performance and Evaluation Report for Period Ending: 6/30/2010** ☐**Final Performance and Evaluation Report**

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost[1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]	173,000		173,000	66,635
3	1408 Management Improvements	307,000		185,974	740.46
4	1410 Administration (may not exceed 10% of line 20)	173,000		173,000	159,257.09
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	120,830		120,830	537.50
8	1440 Site Acquisition				
9	1450 Site Improvement	27,129.50		27,129.50	0
10	1460 Dwelling Structures	909,472.50		517,669	1,431
11	1465.1 Dwelling Equipment—Nonexpendable	0		0	0
12	1470 Nondwelling Structures	0		0	0
13	1475 Nondwelling Equipment	20,000		0	0
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	0		0	0
17	1499 Development Activities[4]	0		0	0
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	1,730,432		1,197,602.50	228,601
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs	210,000			
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	100,000			

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2008**
Housing Authority of the City of High Point	Capital Fund Program Grant No: **NC19P00650108** Replacement Housing Factor Grant No: Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 6/30/2010** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC19P00650108** CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2008**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC00600002P			**216**					
	Operations	1406		51,365		51,365	0	
	Security –Soft	1408		38,857		36,539	0	
	Social Services	1408		8,960		0	0	
	Training	1408		3,000		146	146.46	
	Computer Updates	1408		1,000		0	0	
	Management Fee	1410		34,126		34,126	30,819.09	
	Architect/Engineering	1430		0		0	0	
	Site Improvements	1450		0		0	0	
	Appliances	1465.1		0		0	0	
	Community Center	1470		0		0	0	
	Development	1499		0		0	0	
	Subtotal			137,308		122,176	30,965.55	
NC00600003P			**106**					
	Operations; treatment of bedbugs	1406		66,635		66,635	66,635	
	Security –Soft	1408		19,069		17,931	0	
	FSS/CHSP Coordinator	1408		21,500		0	0	
	Social Service	1408		2,860		0	0	
	Training	1408		2,000		72	72	
	Computer Updates	1408		1,500		0	0	
	Management Fee	1410		16,747		16,747	15,489	
	Architect/Engineering: LDA Architecture	1430		17,608		17,608	400	
	HVAC	1460		0		0	0	
	Computer Hardware	1475		5,000		0	0	
	Subtotal			152,919		118,993	82,596	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC19P00650108** CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2008**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC00600004P			**116**					
	Operations	1406		30,000		30,000	0	
	Security –Soft	1408		20,868		19,623	0	
	Social Services	1408		5,460		0	0	
	Training	1408		1,500		78	78	
	Computer Updates	1408		1,000		0	0	
	Management Fee	1410		18,327		18,327	16,950	
	Architect/Engineering (Renovation)	1430		79,390		79,390	0	
	Site Improvements	1450		0		0	0	
	Modernization (Unit)	1460		516,288		516,288	50	
	Modernization Phase II	1460		173,184.50		637	637	
	Office Storage	1470		0		0	0	
	Computer Hardware	1475		5,000		0	0	
	Relocation	1495.1		0		0	0	
	Subtotal			851,017.50		664,343	17,715	
NC00600005P			**60**					
	Security –Soft	1408		10,794		10,150	0	
	Social Services	1408		3,100		0	0	
	Computer Updates	1408		459		0	0	
	Training	1408		41		41	41	
	Management Fee	1410		9,479		9,479	8,767	
	Architect/Engineering	1430		0		0	0	
	Site Improvements	1450		0		0	0	
	Subtotal			23,873		19,670	8,808	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC19P00650108** CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2008**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC00600006P			**94**					
	Security –Soft	1408		16,910		15,901	0	
	Social Services	1408		4,640		0	0	
	Training	1408		500		64	64	
	Computer Updates	1408		500		0	0	
	Management Fee	1410		14,851		14,851	13,735	
	Architect/Engineering	1430		0		0	0	
	Site Improvements: M&M Builders	1450		27,129.50		27,129.50	0	
	Interior Renovations, Closets	1460		0		0	0	
	Office Improvements (Storage Shed)	1470		0		0	0	
	Office Hardware	1475		5,000		0	0	
	Subtotal			69,530.50		57,945.50	13,799	
NC00600008P			**150**					
	Security –Soft	1408		26,984		25,375	0	
	FSS/CHSP Coordinator	1408		21,500		0	0	
	Social Services	1408		7,500		0	0	
	Training	1408		1,000		101	101	
	Computer Updates	1408		500		0	0	
	Management Fee	1410		23,699		23,699	21,918	
	Architect/Engineering: LDA Architecture	1430		23,832		23,832	137.50	
	Site Improvements	1450		0		0	0	
	Roof Replacement	1460		220,000		744	744	
	HVAC	1465.1		0		0	0	
	Building Improvements	1470		0		0	0	
	Subtotal			325,015		73,751	22,900.50	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC19P00650108** CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2008**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC00600009P			**140**					
	Security –Soft	1408		25,185		23,683	0	
	Social Services	1408		5,400		0	0	
	Training	1408		2,000		95	95	
	Computer Updates	1408		1,000		0	0	
	Management Fee	1410		22,119		22,119	20,457	
	Architect/Engineering	1430		0		0	0	
	Site Improvements	1450		0		0	0	
	Storage Shed	1470		0		0	0	
	Office Hardware	1475		5,000		0	0	
	Subtotal			60,704		45,897	20,552	
NC006000012P			**79**					
	Security –Soft	1408		14,212		13,364	0	
	Social Services	1408		3,740		0	0	
	Training	1408		500		53	53	
	Computer Updates	1408		500		0	0	
	Management Fee	1410		12,481		12,481	11,543	
	Architect/Engineering	1430		0		0	0	
	Site Improvements	1450		0		0	0	
	HVAC	1465.1		0		0	0	
	Subtotal			31,433		25,898	11,596	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC19P00650108** CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2008**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC006000015P			**28**					
	Operations	1406		5,000		5,000	0	
	Security –Soft	1408		5,037		4,737	0	
	Social Services	1408		1,661		0	0	
	Training	1408		19		19	19	
	Management Fee	1410		4,424		4,424	4,091	
	Architect/Engineering	1430		0		0	0	
	Site Improvements	1450		0		0	0	
	Subtotal			16,141		14,180	4,110	
NC006000017P			**49**					
	Operations	1406		5,000		5,000	0	
	Security –Soft	1408		8,815		8,289	0	
	Social Services	1408		2,440		0	0	
	Training	1408		500		33	33	
	Management Fee	1410		7,742		7,742	7,160	
	Architect/Engineering	1430		0		0	0	
	Site Improvements	1450		0		0	0	
	Subtotal			24,497		21,064	7,193	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC19P00650108** CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2008**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC006000019P			**31**					
	Operations	1406		5,000		5,000	0	
	Security –Soft	1408		5,577		5,244	0	
	Social Services	1408		1,839		0	0	
	Training	1408		21		21	21	
	Management Fee	1410		4,898		4,898	4,530	
	Architect/Engineering	1430		0		0	0	
	Site Improvements	1450		0		0	0	
	Subtotal			17,335		15,163	4,551	
NC006000021P			**18**					
	Operations	1406		5,000		5,000	0	
	Security –Soft	1408		3,238		3,045	0	
	Social Services	1408		1,080		0	0	
	Training	1408		12		12	12	
	Management Fee	1410		2,844		2,844	2,630	
	Subtotal			12,174		10,901	2,642	
NC006000022P			**8**					
	Operations	1406		5,000		5,000	0	
	Security –Soft	1408		1,437		1,353	0	
	Social Services	1408		780		0	0	
	Training	1408		5		5	5	
	Management Fee	1410		1,263		1,263	1,168	
	Subtotal			8,485		7,621	1,173	
	Grand Total			1,730,432		1,197,602.50	228,601	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**

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[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide							
6002	06/12/2010			06/12/2012			
6003	06/12/2010			06/12/2012			
6004	06/12/2010			06/12/2012			
6005	06/12/2010			06/12/2012			
6006	06/12/2010			06/12/2012			
6008	06/12/2010			06/12/2012			
6009	06/12/2010			06/12/2012			
6012	06/12/2010			06/12/2012			
6015	06/12/2010			06/12/2012			
6017	06/12/2010			06/12/2012			
6019	06/12/2010			06/12/2012			
6021	06/12/2010			06/12/2012			
6022	06/12/2010			06/12/2012			

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2009**
Housing Authority of the City of High Point	Capital Fund Program Grant No: **NC10P00650109** Replacement Housing Factor Grant No: Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no: 2)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]	186,880	172,880		
3	1408 Management Improvements	280,000	273,682		
4	1410 Administration (may not exceed 10% of line 20)	186,880	186,880	186,880	93,442
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	100,000	0		
8	1440 Site Acquisition				
9	1450 Site Improvement	302,000	174,000		
10	1460 Dwelling Structures	250,000	1,036,367		
11	1465.1 Dwelling Equipment—Nonexpendable	201,049	0		
12	1470 Nondwelling Structures	102,000	0		
13	1475 Nondwelling Equipment	0	15,000		
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	10,000	10,000		
17	1499 Development Activities[4]				
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment	250,000	0		
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	1,868,809	1,868,809	186,880	93,442
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs	201,681	203,183		
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2009**
Housing Authority of the City of High Point	Capital Fund Program Grant No: **NC10P00650109** Replacement Housing Factor Grant No: Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no: 2)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC10P00650109** Replacement Housing Factor Grant No:	CFFP (Yes/ No): No	**Federal FY of Grant: 2009**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
HA Wide	Management Fee	1410		186,880	0			
	Subtotal			**186,880**	**0**			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC10P00650109** CFFP (Yes/ No): No Replacement Housing Factor Grant No:					**Federal FY of Grant: 2009**		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC00600001P	Operations	1406		0	2,000			
	Subtotal			**0**	**2,000**			
NC00600002P			**216**					
	Operations	1406		50,000	8,000			
	Security –Soft	1408		41,688	52,160			
	Social Services	1408		2,000	0			
	Training	1408		1,000	1,000			
	Computer Updates	1408		500	500			
	Management Fee	1410		0	36,864	36,864	18,432	
	Architect/Engineering	1430		5,000	0			
	Site Improvements	1450		150,000	0			
	Community Center	1470		20,000	0			
	Nondwelling Equipment	1475		0	15,000			
	Subtotal			**270,188**	**113,524**	**36,864**	**18,432**	
NC00600003P			**106**					
	Operations	1406		10,000	8,000			
	Security –Soft	1408		20,458	19,169			
	FSS/CHSP Coordinator	1408		20,000	0			
	Social Service	1408		2,500	0			
	Training	1408		2,500	1,000			
	Computer Updates	1408		500	500			
	Management Fee	1410		0	18,091	18,091	9,046	
	Architect/Engineering	1430		500	0			
	Site Improvements	1450		1,000	0			
	HVAC	1460		0	386,000			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC10P00650109** CFFP (Yes/ No): Yes Replacement Housing Factor Grant No:	**Federal FY of Grant: 2009**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC00600003P	**Subtotal**			**57,458**	**432,760**	**18,091**	**9,046**	
NC00600004P			**116**					
	Operations	1406		42,880	8,000			
	Security –Soft	1408		22,288	58,558			
	Social Services	1408		2,000	0			
	Training	1408		1,500	1,000			
	Computer Updates	1408		1,000	1,000			
	Management Fee	1410		0	19,797	19,797	9,900	
	Architect/Engineering (Renovation)	1430		90,500	0			
	Site Improvements	1450		10,000	124,000			
	Community Gym Improvement	1470		42,000	0			
	Relocation	1495.1		10,000	10,000			
	Modernization Dept Services	9000		250,000	0			
	Subtotal			**472,168**	**222,355**	**19,797**	**9,900**	
NC00600005P			**60**					
	Operations	1406		5,000	5,000			
	Security –Soft	1408		11,580	7,324			
	Social Services	1408		2,000	0			
	Computer Updates	1408		500	500			
	Management Fee	1410		0	10,240	10,240	5,120	
	Architect/Engineering	1430		500	0			
	Site Improvements	1450		0	50,000			
	Installation of Exhaust fans	1460		50,000	0			
	Subtotal			**69,580**	**73,064**	**10,240**	**5,120**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC10P00650109** CFFP (Yes/ No):No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2009**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC00600006P			**94**					
	Operations	1406		5,000	5,000			
	Security –Soft	1408		18,142	34,782			
	Social Services	1408		2,000	0			
	Training	1408		1,500	1,000			
	Computer Updates	1408		500	500			
	Management Fee	1410		0	16,043	16,043	8,022	
	Architect/Engineering	1430		500	0			
	Site Improvements	1450		100,000	0			
	Plumbing	1460		0	250,000			
	Subtotal			**127,642**	**307,325**	**16,043**	**8,022**	
NC00600008P			**150**					
	Operations	1406		10,000	8,000			
	Security –Soft	1408		28,950	35,199			
	FSS/CHSP Coordinator	1408		20,000	0			
	Social Services	1408		2,500	0			
	Training	1408		500	1,000			
	Computer Updates	1408		500	500			
	Management Fee	1410		0	25,600	25,600	12,800	
	Architect/Engineering	1430		500	0			
	HVAC	1460		0	400,367			
	HVAC	1465.1		201,049	0			
	Elm Tower D Building	1470		40,000	0			
	Subtotal			**303,999**	**470,666**	**25,600**	**12,800**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NCP00650109** Replacement Housing Factor Grant No:	CFFP (Yes/ No): No	**Federal FY of Grant: 2009**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC00600009P			**140**					
	Operations	1406		30,000	8,000			
	Security –Soft	1408		27,020	30,074			
	Social Services	1408		2,500	0			
	Training	1408		2,000	1,000			
	Computer Updates	1408		1,000	1,000			
	Management Fee	1410		0	23,893	23,893	11,947	
	Architect/Engineering	1430		500	0			
	Subtotal			**63,020**	**63,967**	**23,893**	11,947	
NC006000011P	Operations	1406		0	87,880			
	Subtotal			**0**	**87,880**			
NC006000012P			**79**					
	Operations	1406		5,000	5,000			
	Security –Soft	1408		15,247	8,519			
	Social Services	1408		250	0			
	Management Fee	1410		0	13,482	13,482	6,741	
	Architect/Engineering	1430		500	0			
	Site Improvements	1450		10,000	0			
	Roof Replacement	1460		200,000	0			
	Subtotal			**230,997**	**27,001**	**13,482**	**6,741**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC10P00650109** CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2009**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC006000015P			**28**					
	Operations	1406		10,000	8,000			
	Security –Soft	1408		5,404	6,113			
	Social Services	1408		250	0			
	Management Fee	1410		0	4,779	4,779	2,389	
	Architect/Engineering	1430		500	0			
	Site Improvements	1450		29,000	0			
	Subtotal			**45,154**	**18,892**	**4,779**	**2,389**	
NC006000017P			**49**					
	Operations	1406		5,000	5,000			
	Security –Soft	1408		9,457	5,284			
	Social Services	1408		250	0			
	Management Fee	1410		0	8,363	8,363	4,181	
	Architect/Engineering	1430		500	0			
	Site Improvements	1450		1,000	0			
	Subtotal			**16,207**	**18,647**	**8,363**	**4,181**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: **NC10P00650109** CFFP (Yes/ No): No Replacement Housing Factor Grant No:	**Federal FY of Grant: 2009**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
NC006000019P			**31**					
	Operations	1406		5,000	5,000			
	Security –Soft	1408		5,983	2,734			
	Social Services	1408		250	0			
	Management Fee	1410		0	5,291	5,291	2,645	
	Architect/Engineering	1430		500	0			
	Site Improvements	1450		1,000	0			
	Subtotal			**12,733**	**13,025**	**5,291**	**2,645**	
NC006000021P			**18**					
	Operations	1406		7,000	8,000			
	Security –Soft	1408		3,474	2,295			
	Management Fee	1410		0	3,072	3,072	1,536	
	Subtotal			**10,474**	**13,367**	**3,072**	**1,536**	
NC006000022P			**7**					
	Operations	1406		2,000	2,000			
	Security –Soft	1408		309	971			
	Management Fee	1410		0	1,365	1,365	683	
	Subtotal			**2,309**	**4,336**	**1,365**	**683**	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**							**Federal FY of Grant: 2009**
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide							
6002	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6003	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6004	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6005	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6006	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6008	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6009	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6012	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6015	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6017	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6019	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6021	09/14/2011	09/14/2011		09/14/2013	09/14/2013		
6022	09/14/2011	09/14/2011		09/14/2013	09/14/2013		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.

Part I: Summary

PHA Name: Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No: NC19P00650110 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2010 FFY of Grant Approval:

Type of Grant
☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☒ Revised Annual Statement (revision no: 2)
☒ Performance and Evaluation Report for Period Ending: 06/30/10 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	134,000	134,000		
3	1408 Management Improvements	220,000	220,000		
4	1410 Administration (may not exceed 10% of line 21)	185,381	185,381		
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	1,500	1,500		
8	1440 Site Acquisition				
9	1450 Site Improvement	20,000	20,000		
10	1460 Dwelling Structures	1,282,929	1,182,929		
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	0	0		
13	1475 Non-dwelling Equipment		100,000		
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	10,000	10,000		
17	1499 Development Activities [4]				
18a	1501 Collateralization or Debt Service paid by the PHA				
18b	9000 Collateralization or Debt Service paid Via System of Direct Payment	0	0		
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	1,853,810	1,853,810		
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs	203,183	203,183		
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2010**
Housing Authority of the City of High Point	Capital Fund Program Grant No: **NC10P00650110** Replacement Housing Factor Grant No: Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no: 2)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No: NC10P00650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2010

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC00600002P	Operations	1406		10,000	10,000			
	Security - Soft	1408		47,160	47,160			
	Social Services	1408		0	0			
	Training	1408		1,000	1,000			
	Computer Updates	1408		500	500			
	Construction Inspector	1410		0	0			
	CFP Coordinator	1410		0	0			
	Admin/Management Fee	1410		36,567	36,567			
	Architect/Engineering	1430		1,000	1,000			
	Site Improvements	1450		10,000	10,000			
	Electrical	1450		10,000	10,000			
	Appliances	1465.1		0	0			
	Subtotal			**116,227**	**116,227**			
NC00600003P	Operations	1406		10,000	10,000			
	Security - Soft	1408		14,169	14,169			
	FSS/CHSP Coordinator	1408		0	0			
	Social Services	1408		0	0			
	Training	1408		2,500	2,500			
	Computer Updates	1408		500	500			
	Construction Inspector	1410		0	0			
	CFP Coordinator	1410		0	0			
	Admin/Management Fee	1410		17,946	17,946			
	Architect/Engineering	1430		0	0			
	Kitchen & Bath	1460		0	0			
	Security System	1475		0	50,000			
	Subtotal			**45,115**	**95,115**			
NC00600004P	Operations	1406		10,000	10,000			
	Security - Soft	1408		48,558	48,558			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No: NC10P00650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2010

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC00600004P cont'd	Social Services	1408		0	0			
	Training	1408		1,500	1,500			
	Computer Updates	1408		1,000	1,000			
	Construction Inspector	1410		0	0			
	CFP Coordinator	1410		0	0			
	Admin/Management Fee	1410		19,639	19,639			
	Architect/Engineering (Renovation)	1430		0	0			
	Modernization Phase II	1460		865,000	865,000			
	Community Gym Improvement	1470		0	0			
	Relocation	1495.1		10,000	10,000			
	Modernization Dept Services	9000		0	0			
	Subtotal			**955,697**	**955,697**			
NC00600005P	Operations	1406		5,000	5,000			
	Security - Soft	1408		7,324	7,324			
	Social Services	1408		0	0			
	Computer Updates	1408		500	500			
	Construction Inspector	1410		0	0			
	CFP Coordinator	1410		0	0			
	Admin/Management Fee	1410		10,158	10,158			
	Air Conditioners	1460		88,296	45,000			
	Subtotal			**111,278**	**67,982**			
NC00600006P	Operations	1406		5,000	5,000			
	Security - Soft	1408		19,782	19,782			
	Social Services	1408		0	0			
	Training	1408		1,500	1,500			
	Computer Updates	1408		500	500			
	Construction Inspector	1410		0	0			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No: NC10P00650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2010

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC00600006P cont'd	CFP Coordinator	1410		0	0			
	Admin /Management Fee	1410		15,914	15,914			
	Architect/Engineering	1430		500	500			
	Site Improvements	1450		0	0			
	Roofs	1460		0	0			
	Subtotal			**43,196**	**43,196**			
NC00600008P	Operations	1406		10,000	10,000			
	Security - Soft	1408		20,199	20,199			
	FSS/CHSP Coordinator	1408		0	0			
	Social Services	1408		0	0			
	Training	1408		500	500			
	Computer Updates	1408		500	500			
	Construction Inspector	1410		0	0			
	CFP Coordinator	1410		0	0			
	Admin/Management Fee	1410		25,395	25,395			
	Architect/Engineering	1430		0	0			
	HVAC	1460		129,633	129,633			
	Security System	1475		0	50,000			
	Subtotal			**186,227**	**236,227**			
NC00600009P	Operations	1406		10,000	10,000			
	Security - Soft	1408		20,074	20,074			
	Social Services	1408		0	0			
	Training	1408		2,000	2,000			
	Computer Updates	1408		1,000	1,000			
	Construction Inspector	1410		0	0			
	CFP Coordinator	1410		0	0			
	Admin/Management Fee	1410		23,702	23,702			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No: NC10P00650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2010

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC00600009P cont'd.	Roofs	1460		0	0			
	Subtotal			**56,776**	**56,776**			
NC006000011P	Operations	1406		40,000	40,000			
	Subtotal			**40,000**	**40,000**			
NC006000012P	Operations	1406		5,000	5,000			
	Security - Soft	1408		8,519	8,519			
	Social Services	1408		0	0			
	Construction Inspector	1410		0	0			
	CFP Coordinator	1410		0	0			
	Admin/Management Fee	1410		13,375	13,375			
	Site Improvements	1450		0	0			
	Kitchen & Baths	1460		0	0			
	Roof Replacement	1460		200,000	143,296			
	Subtotal			**226,894**	**170,190**			
NC006000015P	Operations	1406		10,000	10,000			
	Security - Soft	1408		6,113	6,113			
	Social Services	1408		318	318			
	Construction Inspector	1410		0	0			
	CFP Coordinator	1410		0	0			
	Admin/Management Fee	1410		4,740	4,740			
	Site Improvements	1450		0	0			
	Subtotal			**21,171**	**21,171**			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No: NC10P00650110 CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2010

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC006000017P	Operations	1406		5,000	5,000			
	Security - Soft	1408		5,284	5,284			
	Social Services	1408		1,000	1,000			
	Construction Inspector	1410		0	0			
	CFP Coordinator	1410		0	0			
	Management Fee	1410		8,296	8,296			
	Subtotal			**19,580**	**19,580**			
NC006000019P	Operations	1406		5,000	5,000			
	Security - Soft	1408		2,734	2,734			
	Social Services	1408		2,000	2,000			
	Admin/Management Fee	1410		5,248	5,248			
	Subtotal			**14,982**	**14,982**			
NC006000021P	Operations	1406		7,000	7,000			
	Security - Soft	1408		2,295	2,295			
	Admin/Management Fee	1410		3,047	3,047			
	Subtotal			**12,342**	**12,342**			
NC006000022P	Operations	1406		2,000	2,000			
	Security - Soft	1408		971	971			
	Admin/Management Fee	1410		1,354	1,354			
	Subtotal			**4,325**	**4,325**			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Housing Authority of the City of High Point					Federal FFY of Grant: 2010
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA-Wide					
NC00600002P	7/14/2012		7/14/2014		
NC00600003P	7/14/2012		7/14/2014		
NC00600004P	7/14/2012		7/14/2014		
NC00600005P	7/14/2012		7/14/2014		
NC00600006P	7/14/2012		7/14/2014		
NC00600008P	7/14/2012		7/14/2014		
NC00600009P	7/14/2012		7/14/2014		
NC006000012P	7/14/2012		7/14/2014		
NC006000015P	7/14/2012		7/14/2014		
NC006000017P	7/14/2012		7/14/2014		
NC006000019P	7/14/2012		7/14/2014		
NC006000021P	7/14/2012		7/14/2014		
NC006000022P	7/14/2012		7/14/2014		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary

PHA Name: Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2011 FFY of Grant Approval:

Type of Grant
☒ 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	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised[2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]	40,000			
3	1408 Management Improvements	300,000			
4	1410 Administration (may not exceed 10% of line 21)	190,000			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	50,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	89,000			
10	1460 Dwelling Structures	1,191,000			
11	1465.1 Dwelling Equipment—Nonexpendable	30,000			
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	10,000			
17	1499 Development Activities [4]				
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	1,900,000			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities	50,000			
23	Amount of line 20 Related to Security - Soft Costs	200,000			
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	50,000			

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part I: Summary					
PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No Date of CFFP: _____	Replacement Housing Factor Grant No:			**FFY of Grant: 2011** **FFY of Grant Approval**
☒**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	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
Signature of Executive Director		**Date**	**Signature of Public Housing Director**		**Date**

Part II: Supporting Pages

Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2011

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC00600002P	Security - Soft	1408		59,688				
	Management Fee	1410		18,400				
	Site Improvements-Storm Drains	1450		10,000				
	Transformer Repair	1450		5,000				
	Subtotal			**93,088**				
NC00600003P	Security - Soft	1408		26,458				
	FSS/CHSP Coordinator	1408		20,000				
	Computer Updates	1408		1,250				
	Management Fee	1410		25,000				
	Subtotal			**72,708**				
NC00600004P	Security - Soft	1408		42,288				
	Management Fee	1410		49,000				
	A/E	1430		50,000				
	Relocation Cost	1495.1		10,000				
	Subtotal			151,288				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2011

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC00600005P	Security - Soft	1408		18,979				
	Management Fee	1410		7,600				
	Site Improvements - Trees	1450		25,000				
	Subtotal			**51,579**				
NC00600006P	Security - Soft	1408		28,142				
	Computer Updates	1408		1,250				
	Management Fee	1410		19,500				
	New HVAC	1460		400,000				
	New Roofs	1460		350,000				
	Subtotal			**798,892**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2011

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC00600008P	Security - Soft	1408		32,327				
	Management Fee	1410		25,000				
	Plumbing - Horizontal	1460		225,000				
	Appliances	1465.1		30,000				
	Subtotal			**312,327**				
NC00600009P	Security - Soft	1408		27,020				
	Computer Updates	1408		1,250				
	Management Fee	1410		8,500				
	Site Improvements – Storm Drains	1450		20,000				
	Subtotal			**56,770**				
NC006000012P	Security - Soft	1408		15,247				
	Management Fee	1410		11,500				
	Kitchen/Baths	1460		216,000				
	Subtotal			**242,747**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2011

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC006000015P	Security - Soft	1408		5,404				
	Management Fee	1410		6,500				
	Site Improvements	1450		29,000				
	Subtotal			**40,904**				
NC006000017P	Security - Soft	1408		9,457				
	Management Fee	1410		6,500				
	Subtotal			**15,957**				
NC006000019P	Security - Soft	1408		9,457				
	Management Fee	1410		6,500				
	Subtotal			**15,957**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

Housing Authority of the City of High Point	Grant Type and Number Capital Fund Program Grant No: CFFP (Yes/ No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2011

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC006000021P	Operations	1406		40,000				
	Security - Soft	1408		1,474				
	Management Fee	1410		3,500				
	Subtotal			**44,974**				
NC006000022P	Security - Soft	1408		309				
	Management Fee	1410		2,500				
	Subtotal			**2,809**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Housing Authority of the City of High Point					Federal FFY of Grant: 2011
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA-Wide					
NC00600002P					
NC00600003P					
NC00600004P					
NC00600005P					
NC00600006P					
NC00600008P					
NC00600009P					
NC006000012P					
NC006000015P					
NC006000017P					
NC006000019P					
NC006000021P					
NC006000022P					

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Part I: Summary

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program Grant No: NC19S00650109 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant: 2009** **FFY of Grant Approval:**

Type of Grant
☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) [3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	199,000	244,478	244,478	36,502
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	138,900	153,639	153,639	83,939
8	1440 Site Acquisition				
9	1450 Site Improvement	267,870	260,655	260,655	233,572
10	1460 Dwelling Structures	1,719,013	1,664,273	1,664,273	5,627
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	75,000	69,688	69,688	4,326
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	45,000	52,050	52,050	45,900
17	1499 Development Activities [4]				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part I: Summary

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program Grant No: NC19S00650109 Replacement Housing Factor Grant No: Date of CFFP:	**FFY of Grant:2009** **FFY of Grant Approval:**

Type of Grant

☐ **Original Annual Statement** ☐ **Reserve for Disasters/Emergencies** ☐ **Revised Annual Statement (revision no:)**

☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost [1]**	
		Original	**Revised [2]**	**Obligated**	**Expended**
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	2,444,783	2,444,783	2,444,783	409,866
21	Amount of line 20 Related to LBP Activities	42,500	42,500	42,500	
22	Amount of line 20 Related to Section 504 Activities	65,000	65,000	65,000	
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures	125,000	125,000	125,000	

Signature of Executive Director	**Date**	**Signature of Public Housing Director** **Date**

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
[4] RHF funds shall be included here.

Part II: Supporting Pages

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program Grant No: NC19S00650109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
PHA-Wide	CFP Coordinator	1410		72,000	0	0		
	Construction Administration	1410		43,000	0	0		
	Accountant	1410		18,000	0	0		
	PT Admin	1410		16,000	0	0		
	Benefits	1410		50,000	0	0		
	Administrative Costs/Management Fees	1410		0	244,478	244,478	36,502	
	Subtotal			199,000	244,478	244,478	36,502	
NC00600003P	Site Improvements	1450	106	73,970	70,684	70,684	62,865	
NC00600004P	Architect/Engineering (Renovations)	1430	34 of 116	138,900	153,639	153,639	83,939	
	Modernization Renovations	1460		1,293,013	1,319,752	1,319,752	1,985	
	Relocation	1495.1		45,000	52,050	52,050	45,900	
	Subtotal			1,476,913	1,525,441	1,525,441	131,824	
NC00600006P	Site Improvements	1450	94	193,900	189,971	189,971	170,707	
NC00600008P	Elm Towers D Building Roof & Repairs	1470	150	75,000	69,688	69,688	4,326	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Housing Authority of the City of High Point	**Grant Type and Number** Capital Fund Program Grant No: NC19S00650109 CFFP (Yes/ No): Replacement Housing Factor Grant No:	**Federal FFY of Grant: 2009**

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NC00600012P	HVAC Upgrade	1460	79	426,000	344,521	344,521	3,642	
	Total			2,444,783	2,444,783	2,444,783	409,866	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Housing Authority of the City of High Point					**Federal FFY of Grant: 2009**
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA-Wide	03/17/2010	03/11/2010	03/17/2012		
NC00600003P	03/17/2010	03/11/2010	03/17/2012		
NC00600004P	03/17/2010	03/11/2010	03/17/2012		
NC00600006P	03/17/2010	03/11/2010	03/17/2012		
NC00600008P	03/17/2010	03/11/2010	03/17/2012		
NC00600012P	03/17/2010	03/11/2010	03/17/2012		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Replacement Housing Factor

Part I: Summary

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650106** Date of CFFP: _____	**FFY of Grant: 2006** **FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 20)				
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	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities[4]	225,494	244,572	244,572	0
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	225,494	244,572	244,572	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2006**
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650106** Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: **NC19R00650106**	**Federal FY of Grant: 2006**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
HA Wide	Development	1499		225,494	244,572	244,572	0	
	Subtotal			**225,494**	**244,572**	**244,572**	0	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**							**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[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	07/17/2008	12/31/2011		07/17/2010	12/31/2013		HUD Approved Plan dated April 3, 2007

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.

Part I: Summary

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650107** Date of CFFP: _____	**FFY of Grant: 2007** **FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:** 0)
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 20)				
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	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities[4]	230,117	230,177	230,117	0
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	230,117	230,177	230,117	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2007**
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650107** Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: **NC19R00650107**	**Federal FY of Grant: 2007**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
HA Wide	Development	1499		230,117	230,117	230,117	0	
	Subtotal			**230,117**	**230,117**	230,117	0	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**							**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[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	09/12/2009	12/31/2011		09/12/2011	12/31/2013		HUD Approved Plan dated April 3, 2007

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.

Part I: Summary

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650207** Date of CFFP: _____	**FFY of Grant: 2007** **FFY of Grant Approval**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no:** 0)
☒**Performance and Evaluation Report for Period Ending: 06/30/10** ☐**Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 20)				
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	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities[4]	232,574		232,574	16,019.18
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	232,574		232,574	16,019.18
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2007**
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650207** Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no: 0)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: **NC19R00650207**	**Federal FY of Grant: 2007**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
HA Wide	Development	1499		232,574		232,574	16,019.18	
	Subtotal			**232,574**		232,574	16,019.18	

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**							**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[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	09/12/2009	12/31/2011		09/12/2011	12/31/2013		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.

Part I: Summary

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650108** Date of CFFP: _____	**FFY of Grant: 2008** **FFY of Grant Approval**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no: 0)**
☒**Performance and Evaluation Report for Period Ending: 06/30/10** ☐**Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 20)				
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	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities[4]	200,978			
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	200,978			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2008**
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650108** Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no: 0)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: **NC19R00650108**	**Federal FY of Grant: 2008**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
HA Wide	Development	1499		200,978				
	Subtotal			**200,978**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**							**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[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	6/12/2010	12/31/2011		6/12/2012	12/31/2013		HUD Approved Plan dated April 3, 2007

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.

Part I: Summary

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650109** Date of CFFP: _____	**FFY of Grant: 2009** **FFY of Grant Approval**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no:** 0)
☒**Performance and Evaluation Report for Period Ending: 06/30/10** ☐**Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 20)				
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	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities[4]	151,691			
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	151,691			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2009**
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650109** Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:**)
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: **NC19R00650109**	**Federal FY of Grant: 2009**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
HA Wide	Development	1499		151,691				
	Subtotal			**151,691**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**							**Federal FY of Grant: 2009**
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	12/31/2011			12/31/2013			HUD Approved Plan dated April 3, 2007

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.

Part I: Summary

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650309** Date of CFFP: _____	**FFY of Grant: 2009** **FFY of Grant Approval**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☐**Revised Annual Statement (revision no:)**
☒**Performance and Evaluation Report for Period Ending 06/30/10** ☐**Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 20)				
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	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities[4]	40,749			
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	40,749			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2009**
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650309** Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☐ **Revised Annual Statement (revision no:)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: **NC19R00650309**	**Federal FY of Grant: 2009**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
HA Wide	Development	1499		40,749				
	Subtotal			**40,749**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**							**Federal FY of Grant: 2009**
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	4/01/2012			4/01/2014			

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2010**
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650110** Date of CFFP: _____	**FFY of Grant Approval**

☐**Original Annual Statement** ☐**Reserve for Disasters/ Emergencies** ☒**Revised Annual Statement (revision no: 1)**
☒**Performance and Evaluation Report for Period Ending 06/30/10** ☐**Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20)[3]				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 20)				
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	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities[4]	250,000	211,038		
18a	1501 Collateralizaiton or Debt Service				
18b	9000 Collateralization or Dept Service paid Via System Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)	250,000	211,038		
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of Line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations
[4] RHF funds shall be included here.

Part I: Summary

PHA Name:	**Grant Type and Number**	**FFY of Grant: 2010**
Housing Authority of the City of High Point	Capital Fund Program Grant No: Replacement Housing Factor Grant No: **NC19R00650110** Date of CFFP: _____	**FFY of Grant Approval**

☐ **Original Annual Statement** ☐ **Reserve for Disasters/ Emergencies** ☒ **Revised Annual Statement (revision no: 1)**
☒ **Performance and Evaluation Report for Period Ending: 06/30/10** ☐ **Final Performance and Evaluation Report**

Line	**Summary by Development Account**	**Total Estimated Cost**		**Total Actual Cost[1]**	
		Original	**Revised[2]**	**Obligated**	**Expended**

Signature of Executive Director	**Date**	**Signature of Public Housing Director**	**Date**

Part II: Supporting Pages

PHA Name: **Housing Authority of the City of High Point**	**Grant Type and Number** Capital Fund Program Grant No: CFFP (Yes/ No): No Replacement Housing Factor Grant No: **NC19R00650110**	**Federal FY of Grant: 2010**

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated[2]	Funds Expended[2]	
HA Wide	Development	1499		250,000	211,038			
	Subtotal			**250,000**	**211,038**			

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule

PHA Name: **Housing Authority of the City of High Point**							**Federal FY of Grant: 2010**
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates[1]
	Original	Revised	Actual	Original	Revised	Actual	
HA-Wide	7/14/2012			7/14/2014			

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the US Housing Act of 1937, as amended.