

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
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1.0	PHA Information PHA Name: <u>Scotts Bluff County Housing Authority</u> PHA Code: <u>NE079</u> PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>07/01/2011</u>												
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>162</u> Number of HCV units: <u>410</u>												
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only												
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)												
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program <table border="1"> <tr> <th>PH</th> <th>HCV</th> </tr> <tr> <td>PHA 1:</td> <td></td> </tr> <tr> <td>PHA 2:</td> <td></td> </tr> <tr> <td>PHA 3:</td> <td></td> </tr> </table>	PH	HCV	PHA 1:		PHA 2:		PHA 3:	
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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 Scotts Bluff County Housing Authority's mission is to provide high quality, affordable housing; increase opportunities for resident self-sufficiency and economic independence; and assure fiscal integrity by all program participants and administrators. In order to achieve this mission, we will: <ul style="list-style-type: none"> • Recognize the residents/participants as our ultimate customer. • Strive to improve PHA management, communication and service delivery efforts through oversight, assistance, training and selective intervention by highly skilled, dedicated and result-oriented personnel. • Seek problem-solving partnerships with PHA, residents/participants, community, and government leadership. • Act as an agent for "change" when performance improvement is needed. • Efficiently apply limited HUD resources by using risk management techniques to focus on our efforts and outcomes. • Utilize a variety of public/private partnerships for financing housing development. • Be change agent for programs from homelessness to homeownership and devote our time, talents and resources to making a difference in the lives of each person. 												

5.2	<p>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.</p> <ol style="list-style-type: none"> 1) Excellence in Property Management <ol style="list-style-type: none"> A. Increase Rent Collections to 97% For calendar year 2009 – Average Rent Collection/ 81% Rent Collection 2010 /87% B. Decrease Unit Turn-around to 25 days MASS 2009 = 40.65 days MASS 2010 = complete in June C. Increase Occupancy to 95% Currently 2-1-2010 @ 98% D. Maintain a High Performer PHAS status Staff are committed to Excellence 2) Achieve Excellent in Housing Choice Voucher Management and Enforcement <ol style="list-style-type: none"> A. Continue Home-Ownership Program – strive for 1/year 4 Greenbuild Homes left to Build B. Maintain 98% level of Voucher Lease-up Leased - 99% C. Reduce HAP utilization to 100% Budget – 101% D. Maintain a High Performer SEMAP status Staff are committed to Excellence 3) Develop Affordable Quality Housing for elderly and disabled - Gering Valley Estates complete in December 2011. <ol style="list-style-type: none"> A. Leverage funds to build additional housing GVE secured, Monument View Villa – Crane process B. Purchase properties that serve elderly or disabled - Purchased Warburton House –for SMI development 10 Units C. Utilize Pre-2003 Voucher Administrative funds for leverage purposes with HUD approval – secured additional land for potential elderly/assisted living project (5 acres) 4) Purchase Affordable Housing Units to preserve affordability. <ol style="list-style-type: none"> A. Elmwood Village, family units, continue at affordable rents & incomes; 99.99% owner as of February, 2010; Mortgage paid off with AHTF; Exit tax credits 12/31/2011 – Request QCP by May 15, 2010; Complete QCP by June, 2011 – B. Consider the purchase of Lincoln House – elderly & disabled housing, USDA, Tax Credits – potential for future 5) Maximize relationship to Deliver Effective Services <ol style="list-style-type: none"> A. Increase staff support & Maintenance to Carpenter Center -Matching Capitol Campaign to pay off note in March 2011 B. Contract with Scotts Bluff Police Department for above base-line services. Possible future contracts if PHDEP restored. PHDEP not in proposed budget. 6) Provide Excellent in Customer Service & Fair Housing to all staff <ol style="list-style-type: none"> A. Provide Customer Service Training to staff Property Management Essentials and Section 8 trg. North Platte Sept. 2011 B. Provide Fair Housing Training to staff. Staff & Board Training will be provided in 2011 7) Renew the project-based vouchers at Valacia Apartments to assure continued stability and availability of vouchers for elderly and disabled persons at this complex.
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PHA Plan Update

- (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:
- (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.
 - (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

The Section 8 Administrative Plan was modified to update moves with continued assistance, denying family requests to move due to insufficient funding, portability, PHA responsibilities and payments related to portability.
 - (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.

The Annual and 5 year Plans are available for review at 89A Woodley Park Road , Gering, NE at the Administration Office of the Scotts Bluff County Housing Authority.
- (a) List the required elements that have been revised by the PHA since its last Annual Plan submission:

The Admissions and Continued Occupancy and Section 8 Administrative Plan, utility allowances, excess utilities and public housing lease have been revised in 2011 to change portability, moves with continued assistance, amount of time for notices to move based on appropriate unit sizes, ages of adults
- (b) List the locations(s) where the public may obtain copies of required PHA Plan elements not subject to HUD review.

All information is available at 89A Woodley Park Road, Gering, NE upon request.

See ACOP for full details. SBHA has a preference for elderly and disabled households, followed by couples & single adults, and adults with child/children in units at Colson Manor, Bluff View Manor and Morrill Manor. SBHA affirmatively markets the units and does not discriminate. Applicants are entered on the waiting list immediately by date and time. Criminal background and landlord checks (or home visits) are conducted on each applicant as well as verification of income and allowable deductions. SBHA offers site-based tenant selection of units or a site—based waiting list. Applicants may choose up to 3 of the locations they wish to reside in. As the applicant’s name approaches the top of the waiting list, they are offered a newly-readied apartment via phone or mail. The applicant must respond within 3 – 5 days depending on delivery of the offer. If the applicant fails to respond or is not ready to take the unit at that time, their name is moved down on the list. Upon second offer, the applicant must take the unit or have their name removed from the waiting list.

2. Financial Resources	Based on 2009 Audit	Based on 2010 Audit
<u>Sources</u>		(Available in March)
Dwelling Rental Income	\$ 369,430.19	560,828.04
Non-Dwelling Income	18,300.00	1,050.00
HUD & Other Contributions	1,410,943.23	1,561,321.42
Intergovernmental	1,039,119.60	1,270,288.74
Program Income	397,208.49	993,571.35
Management Income	113,304.16	95,096.40
Other Income	89,434.51	97,028.34
HUD Operating Subsidy	396,161.20	407,424.55
HUD Capitol Grants	215,207.10	335,780.00 (includes DED AHTF Grant)
Interest	18,397.44	29,636.91
Total Resources	\$ 4,067,505.92	\$ 5,352,025.75

3. Rent Determinations

The Scotts Bluff County Housing Authority has the typical HUD adjusted rents based upon income as well as minimum rents of \$50 per month and Flat Rents of \$418 for any 1BR; \$502 2 BR or \$402 @ RW; \$640 3BR or \$540 @ RW; and 844 4 BR or \$550 @ RW

4. Operation and Management

The Housing Authority maintenance program is conducted by 3FTE maintenance positions with support via by the TQM division of the Scotts Bluff County Housing Authority. We operate a work-order system for resident initiated maintenance issues with a 24 hour on-call system as well for emergencies. Preventative maintenance is carried out by on-site staff while major remodeling and/or merging of units is conducted by TQM through inter-local agreement. Pest control is completed with preventive maintenance by the onsite maintenance staff and is completed by monthly contract services. Overall management of the Scotts Bluff County Housing Authority is provided by the Executive Director with policy development and approval by the Board of Commissioners. The management office at Bluff View accepts rent and maintains resident relations as well as host community dinners and occasional group activities. SBHA Public Housing Managers and clerks conduct annual re-certifications, interims and conduct yearly and special unit UPCS inspections. SBHA Maintenance Director conducts annual inventory with PHA staff as well as annual systems inspections. The Section 8 Department is coordinated with 3 staff, two of which conduct HQS inspections. The Carpenter Center is under the direction of a 501 © 3 with maintenance provided by TQM staff; the HOPES Center is Staffed with volunteers and TQM trainees. A 501 © 3 SB Public Housing Resident Council operates the Food Bank for residents in public Housing. A part-time Senior Coordinator conducts activities for SBHA elderly and disabled residents.

5. Grievance Procedures

The Grievance procedures are provided at lease-up to each new resident as well as posted on the community bulletin board in the lobby. Informal procedures include communication with the public housing manager and/or the Executive Director. Informal Hearing procedures require a written request within 14 days of notice of action to SBHA office. Informal hearings are conducted with resident, staff & ED. Formal procedures are conducted after the informal hearing, include outside hearing panels to review/recommend appropriate action.

6. Designated Housing for Elderly and Disabled Families. SBHA does not have an elderly and disabled families designation.

7. Community Service and Self-Sufficiency: Residents who are not exempt from community service according to HUD guidelines, may perform community service at the Scotts Bluff County Housing Authority or for Headstart, local Cities, the Library, CCenter, or other agencies. If required to perform community service, the resident must perform 8 hours of community service per month. SBHA will provide first notification to those persons required to perform community service, opportunities available, and the forms for recording their community service which require third party verification. Full regulations on community service are found in the ACOP (Admissions and Continued Occupancy Policies). The SBHA has implemented Welfare to Work policies for any resident eligible which will not consider their income for the first full year of this designation, only 50% of the income in year 2 and in year 3, the full income will be utilized in the rent determination.

8. Safety and Crime Prevention

The Scotts Bluff County Housing Authority maintains an open relationship with its residents and the local law enforcement regarding crime and safety prevention. SBHA has an active graffiti removal program.. SBHA also works with WING (Western NE Intelligence Narcotics Group) to identify and report any traffic or problems that arise in our units. SBHA uses the Nebraska State Patrol, Registered Sex Offenders List and Nebraska.gov to screen applicants.

9. Pets: Pet ownership is detailed in the ACOP and Pet Rules and Regulations. Companion or assistive animals are not considered pets, but do have to follow the Companion/Assistive animals Rules and Regulations.

10. Civil Rights Certification: SBHA conducts annual impediments to fair housing & is in compliance w/the NE State Consolidated Plan.

11. Fiscal Year Audit – There were findings in the SBHA audit ending June 30, 2010 and corrective action responses are submitted.

12. Asset Management- SBHA conducts an annual inventory to determine needs as well as information from staff regarding HUD-50075 (4/2008) upon review of assets, capitol needs and resources.

13. Violence Against Women Act (VAWA) SHBA implemented policies with HUD recommendations and consultation with our Domestic Violence local agency. We maintain a great working relationship with NE HHS and law enforcement for input and referrals. Attachment8

6.0

7.0	<p>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i> SBHA is involved in the construction, development, and management of 28 units of elderly disabled housing in Gering, NE 28 units of one and two bedroom housing developed with Section 1602 Exchange Tax Credits. Valacia Apartments owned and managed by SBHA is eligible for contract renewal/ approval of project-based voucher renewals effective December 1,2011.</p>																																																																																																																																																																																												
8.0	<p>Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.</p>																																																																																																																																																																																												
8.1	<p>Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing. See Attachments</p>																																																																																																																																																																																												
8.2	<p>Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p>																																																																																																																																																																																												
8.3	<p>Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. None planned</p>																																																																																																																																																																																												
9.0	<p>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. SBHA uses a site-based waiting list for its properties: Updated Information as of 2-15-2011</p> <table border="1" data-bbox="235 751 1510 1512"> <thead> <tr> <th></th> <th>Date Initiated</th> <th colspan="2">Initial Mix</th> <th colspan="2">3-11-2010</th> <th colspan="2">2-15-2011</th> <th colspan="2">Percent of change from 2010</th> </tr> </thead> <tbody> <tr> <td rowspan="5">Colson Manor</td> <td rowspan="5">3-15-02</td> <td>White</td> <td>95%</td> <td>White</td> <td>60%</td> <td>79%</td> <td>White</td> <td>+19%</td> </tr> <tr> <td>Hispanic</td> <td>0%</td> <td>Hispanic</td> <td>30%</td> <td>14%</td> <td>Hispanic</td> <td>-16%</td> </tr> <tr> <td>Am Indian</td> <td>5%</td> <td>Am Indian</td> <td>0%</td> <td>7%</td> <td>AM. 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9.1	<p>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.</p>																																																																																																																																																																																												

10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(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 has accomplished many goals. Items of significance include:</p> <ol style="list-style-type: none"> 1) Construction @ 56% of completion on Gering Valley Estates which utilized NIFA 1602 Tax credits develop the 28 units of one and 2 bedroom apartments. Completion date is 12/31/2011. 2) Met threshold for RANE vouchers in 2010, but was unsuccessful in the lottery to win more vouchers. 3) Attained full lease-up in the Section 8 Voucher Program and monitoring lease up to stay within budget authority. 4) Provided a strong support system for the Carpenter Intergenerational Center in both physical facility, staff salary and board membership. 5) Elmwood Village QCP process should be complete in June, 2011 – Management Ownership interest 99.99% achieved 2/2010. 6) Received DED set-aside for Valacia Modernization, Awarded USDA MPR funding for Valacia Apartments modernization begins in 2011. 7) HOPE Center on-site review by Health and Human Services for GSA Homeless Purpose completed in February, 2011. 8) Purchased house, demolished, putting together application for CoC and Crane for funding for 10 units for SMI population permanent supportive housing. 9) Working with PADD to get CDBG grant for Carpenter Center modernization to implement a senior meals, child care nutrition and summer feeding programs to serve public housing residents and community. <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p>Significant Amendment – are defined as discretionary changes in the plan or policies of the Housing Authority that fundamentally change the plans of the agency and which required formal approval of the Board of Commissioners.</p> <p>Substantial Deviation/modification- Change in the 5 year plan occurs when the Board of Commissioners decides that it wants to change The mission statement, goals or objectives of the 5 year plan.</p>
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11.0	<p>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.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(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. The Scotts Bluff County Resident Council acted as the RAB for the SBHA 2011 Agency Plan and Five Year Plan Revision. Those present at the 3 p.m., February 15th Resident Council Meeting reviewing the Agency Plans 2011 and 5 year were George Cortinez, Ann Ashcraft, Marietta Walmsley, Ruth Weis, Shirley Foote, Judy and Vernon Davidson and Daniel Knaub. The residents expressed great interest in the next phase of apartment remodels, asking if they could do a temporary transfer while the remodels take place. Staff indicated this would be discussed with the HUD PHRS and would be done if we could. Maintenance estimated 2-3 weeks for a total remodel to be accomplished. Residents were pleased with the energy conservation measures suggested and thought it was a good use of funds. The publicly advertising public hearing held on March 7th at 6:30 PM in the Community Room of the Scotts Bluff County Housing Authority at 89A Woodley Park Road, Gering, NE had no participants attend and no additional written comments were received.</p> <p>(g) Challenged Elements There were no challenged elements.</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) See Attachments</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) See Attachment</p>
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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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

Instructions form HUD-50075

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

1.0 PHA Information

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

2.0 Inventory

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

3.0 Submission Type

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

4.0 PHA Consortia

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

5.0 Five-Year Plan

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

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

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

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

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

PHA Plan Elements. (24 CFR 903.7)

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

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

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

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

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

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

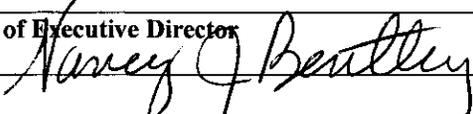
U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary						
PHA Name: Housing Authority of the County of Scotts Bluff, Ne		Grant Type and Number Capital Fund Program Grant No: NE26P078501-08 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2008 FFY of Grant Approval: 2008	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> 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)					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures	239,055.00		239,055.00	239,055.00	
11	1465.1 Dwelling Equipment--Nonexpendable	10,000.00		10,000.00	10,000.00	
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities 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.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of the County of Scotts Bluff, Ne		Grant Type and Number Capital Fund Program Grant No: NE26P078501-08 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant:2008 FFY of Grant Approval: 2008	
Type of Grant					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10				<input type="checkbox"/> 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)	249,055.00		249,055.00	249,055.00
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				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 3/9/11		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.

NE078a2

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of the County of Scotts Bluff, Ne		Grant Type and Number Capital Fund Program Grant No: NE26P078501-09 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2009 FFY of Grant Approval: 2009
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> 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)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	249333.00			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment	6000.00			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

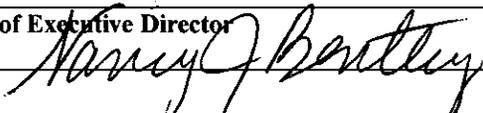
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

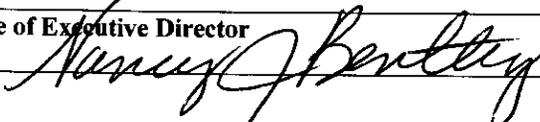
U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary						
PHA Name: Housing Authority of the County of Scotts Bluff, Ne		Grant Type and Number Capital Fund Program Grant No: NE26P078501-09 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2009 FFY of Grant Approval: 2009	
Type of Grant						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10				<input type="checkbox"/> 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)	255,333.00		40105.34	40105.34	
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					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures					
Signature of Executive Director 			Date 3/9/11	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.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
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PHA Name: Housing Authority of the County of Scotts Bluff, Ne		Grant Type and Number Capital Fund Program Grant No: NE26P078501-09 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant:2009 FFY of Grant Approval: 2009	
Type of Grant					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 01)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:			<input type="checkbox"/> 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)	255,333.00	255,333.00	47,468.08	47,468.08
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				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 4/8/11		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.

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of the County of Scotts Bluff, Ne		Grant Type and Number Capital Fund Program Grant No: NE26S078501-09 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant: 2009 FFY of Grant Approval: 2009
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> 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)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	176,254.00	176,537.25	176,537.25	176,537.25
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures	108,000.00	114,050.00	114,050.00	114,050.00
13	1475 Non-dwelling Equipment	31,000.00	24,666.75	24,666.75	24,666.75
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

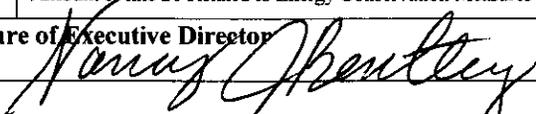
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of the County of Scotts Bluff, Ne		Grant Type and Number Capital Fund Program Grant No: NE26S078501-09 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant:2009 FFY of Grant Approval: 2009	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10 <input type="checkbox"/> 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)	315,254.00	315,254.00	315,254.00	315,254.00
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				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 3/9/11		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 County of Scotts Bluff, Ne			Grant Type and Number Capital Fund Program Grant No: NE26S078501-09 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	
NE078-003-005	Purchase & Install New Playground Equipment & surface preparation	1450	4	160,000.00	160,000.00	160,000.00	160,000.00	Completed
HA-Wide	Carpenter Center landscaping, trees, shrubs, pre-annuals, mulch-reduction of grass-water conservation	1450	1	16,254.00	16,537.25	16,537.25	16,537.25	Completed
NE078-003	New Paint, tile signage @ Lost Sock Laundramat	1470	1	15,000.00	21,050.00	21,050.00	21,050.00	Completed
HA-Wide	Carpenter Center, new paint, mini blinds, carpet, tile, roof repair, weatherization, new gym floor	1470	1	48,000.00	48,000.00	48,000.00	48,000.00	Completed
Ne078-001	14'X28' expansion of the community room, install heat units, carpet, tile, paint, cabinets, electrical, utilize additional funds from reserves	1470	1	45,000.00	45,000.00	45,000.00	45,000.00	Completed
HA-Wide	New Fitness Equipment, 2 new treadmills, 3 recumbent/spinning bikes	1475	5	20,000.00	19,716.75	19,716.75	19,716.75	Completed
NE078-003	Purchase & install 2 new energy star commerical washers and 2 new energy star dommercial dryers at the Lost Soct laundramat	1475	4	11,000.00	4,950.00	4,950.00	4,950.00	Completed

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.

NE078a4

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary	
PHA Name: Housing Authority of the County of Scotts Bluff, Ne	Grant Type and Number Capital Fund Program Grant No: NE26P078501-10 Replacement Housing Factor Grant No: Date of CFFP:
FFY of Grant: 2010 FFY of Grant Approval: 2010	

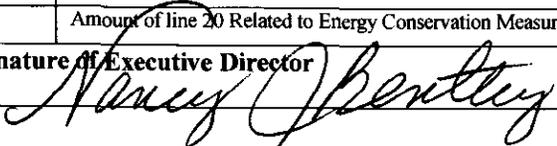
Type of Grant
 Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: 12/31/10 Final Performance and Evaluation Report

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	21,700.00	21,700.00		
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	16,000.00	16,000.00		
10	1460 Dwelling Structures	192,203.00	179,632.78		
11	1465.1 Dwelling Equipment—Nonexpendable	12,000.00	12,000.00		
12	1470 Non-dwelling Structures	0.00	7,295.00	7,295.00	7,295.00
13	1475 Non-dwelling Equipment	8,000.00	13,275.22	13,275.22	13,275.22
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
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.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: Housing Authority of the County of Scotts Bluff, Ne		Grant Type and Number Capital Fund Program Grant No: NE26P078501-10 Replacement Housing Factor Grant No: Date of CFFP:		FFY of Grant:2010 FFY of Grant Approval: 2010	
Type of Grant					
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 12/31/10				<input type="checkbox"/> 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)	249,903.00	249,903.00	20,570.22	20,570.22
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				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director 		Date 3/9/11		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.

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary	
PHA Name: Scotts Bluff County Housing Authority	Grant Type and Number Capital Fund Program Grant No: NE26P078501-11 Replacement Housing Factor Grant No: Date of CFFP:
	FFY of Grant: 2011 FFY of Grant Approval: 2011

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				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	30,000			
10	1460 Dwelling Structures	93,303			
11	1465.1 Dwelling Equipment—Nonexpendable	26,600			
12	1470 Non-dwelling Structures	70,000			
13	1475 Non-dwelling Equipment	30,000			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
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.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary						
PHA Name: Scotts Bluff County Housing Authority		Grant Type and Number Capital Fund Program Grant No: NE26P078501-11 Replacement Housing Factor Grant No: Date of CFFP:			FFY of Grant:2011 FFY of Grant Approval: 2011	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report						
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)	249,903				
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					
24	Amount of line 20 Related to Security - Hard Costs					
25	Amount of line 20 Related to Energy Conservation Measures	86,600				
Signature of Executive Director 		Date 4/19/2011		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.

Capital Fund Program—Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/20011

Part I: Summary						
PHA Name/Number Scotts Bluff County Housing Authority NE078		Locality (City/County & State) Gering, Scotts bluff County, Nebraska			<input type="checkbox"/> Original 5-Year Plan <input checked="" type="checkbox"/> Revision No: 2	
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2011</u>	Work Statement for Year 2 FFY <u>2012</u>	Work Statement for Year 3 FFY <u>2013</u>	Work Statement for Year 4 FFY <u>2014</u>	Work Statement for Year 5 FFY <u>2015</u>
B.	Physical Improvements Subtotal	Annual Statement	Remodel Elderly & Family apartments, new carpet , tile, paint, kitchen & bath updates, Ceiling fans \$114,903	Remodel Elderly & Family apartments, new carpet, tile, paint, kitchen & bath updates, ceiling fans \$54,903 Cement Work - \$25,000	Weatherization, insulation, hot water heater blankets, energy efficient lighting, energy star a/c units, \$116,600 Remodel Elderly & Family apartments, new carpet , tile, paint, kitchen & bath updates, Ceiling fans \$89,903	Replace refrigerators and stoves, public housing units. \$129,600 Remodel Elderly & Family apartments, new carpet , tile, paint, kitchen & bath updates, Ceiling fans 120,303
C.	Management Improvements		CNA \$50,000			
D.	PHA-Wide Non-dwelling Structures and Equipment		Carpenter Center-commercial kitchen development including equipment & feeding site Morrill Manor & Colson manor CR updates \$60,000 PHA vehicle \$25,000	Boiler Replacement – 150,000 Cement Work - 10,000 Office Equipment \$10,000	Landscape Carpenter Center, new trees, shrubs, pre-annuals, cement work 30,000	
E.	Administration					
F.	Other					
G.	Operations				Energy Audit - \$14,000	
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total					

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY _____	Work Statement for Year _____ FFY _____		Work Statement for Year: _____ FFY _____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual				
Statement				
	Subtotal of Estimated Cost	\$	Subtotal of Estimated Cost	\$

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY _____	Work Statement for Year _____ FFY _____		Work Statement for Year: _____ FFY _____	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See				
Annual				
Statement				
	Subtotal of Estimated Cost	\$	Subtotal of Estimated Cost	\$

**Scotts Bluff County Housing Authority
Section 8 Homeownership Program
Section 8 Administrative Plan Amendment**

July 1, 2009

**As Adopted by the Scotts Bluff
County Housing Authority
Board of Commissioners
Resolution 766
April 8, 2009**

Introduction:

The Scotts Bluff County Housing Authority (hereinafter referred to as SBHA) hereby establishes a Section 8 Homeownership Program in accordance with US Department of Housing and Urban Development (HUD) final rule dated September 12, 2000. The establishment of this program is consistent with Scotts Bluff Housing Authority's annual and five-year plan. Our goal is to provide income-qualified families with an opportunity to become homeowners by allowing families to use Section 8 voucher assistance to purchase their own homes rather than rental assistance.

Under the Section 8 Homeownership Program, Housing Assistance Payments can be used to supplement the participant's income when calculating their housing ratio for a home mortgage. It is the goal of the Scotts Bluff County Housing Authority to provide this expanded choice of housing assistance that will promote homeownership.

Advisory Committee:

The Section 8 Homeownership Program will be developed with input from local 1) non-profit housing groups 2) homeownership counseling groups 3) lending institutions 4) economic development groups 5) service providers 6) real estate professionals and 7) income-qualified persons working cooperatively with SBHA. The purpose of the Advisory Committee will be to educate, promote and provide annual assessment of the Section 8 Homeownership Program.

I. OUTREACH

Information regarding the Section 8 Homeownership program will be made available to all applicants during the initial interview and at briefing. Annually, at recertification time, families will receive information on the Section 8 Homeownership Program. Information will be posted in the SBHA Office and handouts regarding the program and its guidelines available and distributed to referral partners. The SBHA will limit the number of Homeownership Vouchers issued to a maximum of ten (10) in any one fiscal year dependent upon the availability of vouchers. There will be no carryover of non-issued vouchers. Of the ten vouchers, seven are eligible for Scottsbluff County, three may be issued outside of Scotts Bluff County, subject to availability. If there are no applicants from outside of Scotts Bluff County, all may be issued in Scotts Bluff County, subject to availability of vouchers.

II. ELIGIBILITY

Qualified applicants/participants must meet the following guidelines:

- Must be a Section 8 Participant or Public Housing Resident (who qualifies for

- Section 8 assistance) for at least one year who is in good standing (i.e. has not violated any Section 8/Public Housing Program requirements) in the SBHA programs.
- Must meet the HUD definition of first-time homeowner (i.e. means that the participant has not had home ownership interest in a home in the past three years except for a displaced homemaker or person with a disability) A right to purchase title to a residence under a lease-purchase agreement is not considered a “ownership interest.” A lease-purchase agreement is not considered a “ownership interest.” A member of a cooperative also qualifies as a first time homeowner.”
- The participant or applicant must not have previously defaulted on a mortgage that was obtained through homeowner assistance program.
- One or more adults must have a gross annual income greater than or equal to at least 2000 hours of work at the federal minimum wage (Not less than 30 hours per week). And has been continuously employed for one year prior to application. The SBHA may allow for interruptions in employment for certain instances such as lay-off’s or illnesses on a case-by –case basis.

An exception to this requirement is granted to families who’s head of household or spouse is elderly or disabled. Families with a disabled member may also request an exception from SBHA to this requirement. This requirement is applicable at the initial qualification for homeownership assistance and is not a requirement for continued assistance.

Public assistance may only be included as income when determining eligibility for a family with an elderly or disabled head of household or spouse. This requirement is applicable at the initial qualification for homeownership assistance and is not a requirement for continued assistance.

- The Participant must attend and successfully complete the pre-assistance homeownership counseling program offered through CDC/USDA Rural Development training partners or HUD-approved counseling agencies designated by SBHA.
- Must have the minimum of \$500 from the participant’s own funds for closing costs, repairs, and/or downpayment or SBHA approved downpayment assistance programs. Referral to downpayment assistance programs will be provided as availability is announced to SBHA.
- Must sign a “Statement of Homeowner Obligations” with SBHA and agree to use the home as their sole residence.

- Must have fully repaid any outstanding debt owed the SBHA or any other Housing Authority. Nothing in this provision will preclude Section 8 participants that have fully repaid such debt(s) from participating in the Section 8 program.

Eligibility will be determined through the application process. Ineligible applicants may participate in the Homebuyer's Club TBA pursuant to ROSS Homeownership funding. The goal of the HB Club will be to repair the applicant's credit worthiness. Minimum income requirements will be established for eligibility, with a goal of repair of credit in an 18 month period. If grant funding is not available, referral to local counseling services will be offered.

III. JURISDICTION/EIGIBLE UNIT:

The initial program will be offered to participants locating a home in Scotts Bluff County, Sidney, Kimball, Bridgeport, Bayard or other communities which are in the Scotts Bluff County Housing Authority Section 8 program jurisdiction. Portability will not be optional in the SBHA Homeownership Program. SBHA may deny a unit if the owner has been debarred or suspended under Section 24 CFR, Part 24.

Eligible units will be considered as the following

- 1) Single family existing unit
- 2) Single family home new construction with prior approval.
- 3) Existing home available for purchase/ with qualified rehab of a minimum of \$3,000 with lender approval.
- 4) New Manufactured home on a privately owned lot on a permanent foundation from approved dealer/contractor with 1 year warranty.

IV. APPLICATION PROCESS:

Applications for the homeownership program will be given to interested and preliminarily qualified applicants upon request. Completed applications will be reviewed for eligibility status. If the applicant is deemed eligible, they will be processed. If the applicant is deemed ineligible and is denied, they may reapply in the future. When the verification process is completed, a briefing is held, which participants must attend. Once eligible, the participant should begin Homeownership Counseling classes.

V. HOMEOWNERSHIP COUNSELING

Participants in this program must attend and successfully complete the pre-assistance homeownership counseling program (Six hours of classroom plus 1 hour budgeting one on one) approved by the SBHA. The homeownership counseling program will cover topics such as

- a) Home maintenance 3
- b) Budgeting and money management
- c) Aspects of Financing a Home
- d) Credit Counseling and Credit Repair
- e) Predatory lending prevention
- f) How to find a home and negotiate the price
- g) Fair Housing/Fair lending
- h) Foreclosure Prevention
- i) Real Estate Law

TBA are Post-Homeownership Counseling Classes which are also mandatory based on SBHA funding through ROSS Homeownership funding.

VI. TIMELINE

The participant will have a maximum of six (6) months from the time of their successful completion of pre-homeownership counseling to find a home to purchase and enter into a contract of sale. If the participants are unable to locate a desirable home and enter into a contract of sale before the end of six months, the participants will be allowed to continue their assistance toward a rental unit. Extension of the six month time limit is at SBHA discretion.

VII. PURCHASE AGREEMENT:

Once the participants select the home they would like to purchase, they must enter into a Sale of Contract with the sellers of the property. The Sale of Contract must include the following:

- 1) The purchase price and terms of the sale.
- 2) State that pre-purchase inspections will be completed to the satisfaction of the participants and the SBHA and that the sale is conditional upon the participants' and SBHA's acceptance of the inspection reports.
- 3) State that the participants are not obligated to pay for repairs that are needed as a result of the findings of the inspection report unless qualifying for a purchase with rehab loan as a part of the sale contract.
- 4) Certification that the seller is not debarred, suspended, or subject to limited denial of participation by HUD.

VIII. EARNEST DEPOSIT

The SBHA requires a minimum of \$500 from the participant's own funds for closing costs, repairs, and/or earnest deposit or SBHA approved down-payment assistance programs.

IX. INSPECTIONS

Two inspections must be performed prior to purchase. An independent professional home inspection must be completed by a third party selected by participant and/or lender. Cost of this inspection is the buyers (participants). This inspection must cover major building systems and components. These include, but are not limited to, the structural integrity of the home and its foundation, the age and quality of the roof, the interior and exterior make-up, and an inspection of the plumbing, heating/cooling and electrical systems. On new construction, a Certificate of Occupancy will be required.

In addition, the Scotts Bluff Housing Authority will conduct a Housing Quality Standards Inspection and review the independent professional home inspection. The SBHA or its designated party may disqualify a home from participating in the Section 8 Homeownership Plan based on either inspection.

X. FINANCING AND PURCHASING REQUIREMENTS:

The participant family has the discretion to choose which lender they use, but the terms of the loan will be subject to approval of the SBHA. SBHA will provide referral assistance to available lenders who are informed about and willing to participate in the Section 8 Homeownership Plan. Housing Assistance Payments funds may not be used for the financing costs of purchasing a home. Pursuant to ROSS Homeownership funding constraints, a Lender's/Real Estate Homeownership Class will be originated and those completing the training will be listed as resources on information provided to the applicant.

The first mortgage lender should be a federally regulated financial institution. Loan fees should not exceed five (5) percent of the purchase price. . Prepayment penalties, balloon payments and/or prepaid life insurance will not be allowed in any financing arrangement.

The family may not re-finance, apply for an equity loan or make any other loans against the home without SBHA approval.

XI. AMOUNT ON MONTHLY HOMEOWNERSHIP ASSISTANCE PAYMENT

While the family is residing in the home, the PHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of:

- 1) The payment standard minus the total tenant payment; or
- 2) The family's monthly homeownership expenses minus the total tenant payment.

Monthly homeownership expenses used to calculate the Housing Assistance payments will include: 1) principal and interest on mortgage debt, 2) mortgage insurance, 3) real estate taxes and assessments, 4) home insurance, 5) USDA's allowances for maintenance and major repairs (1% of purchase price per year) and SBHA's utility allowance.

As the fair market rent payment standard changes, adjustments will be made to the Housing Assistance Payments (HAP) by SBHA. If the annual reexamination results in a zero HAP, the family may continue as a program participant for six months (180 days) from the date of the reexamination effective date. During that period, the HAP contract between and SBHA and owner remains in effect. If the family circumstances change during the six-month period and the family again needs assistance, the SBHA will conduct an interim reexamination and reinstate assistance. At the end of six months, if the subsidy has not been restored, the HAP contract will terminate. The SBHA will provide the family advanced notification of the proposed termination.

Housing Assistance Payments will be provided only when the participants remain in their home and will be in effect for fifteen (15) years if the initial mortgage is twenty (20) years or longer. In all other cases, the term of the HAP will be provided for ten (10) years. These terms DO NOT apply to elderly and disabled families. However, if an elderly or disabled family ceases to be qualified as such while receiving HAP for homeownership, the maximum term shall be determined from the date of initial commencement of homeownership assistance. The family will receive a minimum of six (6) month of HAP after the maximum term, provided the family continues to be eligible and is complying with family obligations.

The term of the assistance is applied from the time of the initial purchase, regardless if the participants move to a new unit under the Section 8 Homeownership Program. Participants can choose to sell their home and stay in the program by purchasing another home, provided that a default on their mortgage has not occurred and they are in compliance with the "Statement of Homeowner Obligations." If this happens, the initial eligibility requirements apply, with the exception of the first-time homebuyer and the pre-assistance homeownership counseling.

SBHA will provide the lender with the amount of the Housing Assistance Payments prior to closing. Housing Assistance Payments will be made directly to the lender or to an escrow account established by the lender for payments each month.

XII CONTINUED PARTICIPATION

Families participating in the Section 8 Homeownership Program must still abide by the Rules and Regulations of the Section 8 Program. The family is STILL a Section 8 participant, being a homeowner rather than a renter. If the family violates any of the rules and regulations of the Section 8 program, they will be terminated and be responsible for the entire mortgage payment.

Annual recertification and HQS inspection will continue to ensure the family is still eligible for assistance. If the family is determined ineligible for Section 8 assistance,

6

they will be terminated and responsible for the entire mortgage. The family must also comply with the Statement of Homeownership Obligations and sign it annually at recertification.

XIV DEFAULT

SBHA will file Notice of Default and Release of Information with Lenders to receive copies of late payment/default notices to utilize in post homeownership counseling with the family. The family must notify SBHA immediately if the mortgage goes into default within two days of receipt of default letter.

In the event of a default, the participant is not eligible for future participation in SBHA Homeownership Programs.

It is at the Authority's discretion whether or not to allow the family to revert to Section 8 Housing Choice Voucher Rental Assistance Program after a mortgage default through the SBHA's Homeownership Program.

XV MAXIMUM TERM OF ASSISTANCE

Families can receive homeownership assistance for a maximum of 15 years if using a mortgage with a term of 20 years or more. If the family is elderly or disabled, there is no time limit. If the mortgage term is less than 20 years, participants are eligible for up to 10 years of Housing Assistance Payments based on their continued eligibility.

XVI GROUNDS FOR TERMINATION OF HOME OWNERSHIP ASSISTANCE

- (1) Failure to Comply with Family Obligations Under Section 8 or SBHA's Home Ownership Policies.

A family's home ownership assistance may be terminated if the family fails to comply with its obligations under the Section 8 Program, SBHA home ownership policies, fails to attend the homeownership counseling classes as required or if the family defaults on the mortgage. The family must comply with the terms of any mortgage incurred to purchase the home. The family must provide SBHA with advance notice of any sale, plans to transfer any interest in the home; any plan to move out of the home prior to the move; the family's household income and home ownership expenses on an annual basis; and any other notices which may be required pursuant to SBHA homeownership policies. The family may not convey

or transfer the home to any entity or person other than a member of the assisted family while receiving homeownership assistance.

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(2) Occupancy of Home:

Home ownership assistance will only be provided while the family resides in the home. If the family moves out of the home, SBHA will not continue home ownership assistance commencing with the month after the family moves out. **The initial family purchasing the home is the only family allowed to reside in the unit.**

(3) Changes in Income Eligibility:

A family's home ownership assistance may be changed at interium and annual recertification of the household income, but participation in the Section 8 Home Ownership program shall continue until such time as the assistance payment amounts to \$0 for a period of six (6) consecutive months or annual date, whichever comes first..

(4) Maximum Term of Home Ownership Assistance

Section 8 Home Ownership Assistance Payments will be provided only if the participants remain in their home for a period of fifteen (15) years and the initial mortgage is twenty (20) years or longer. In all other cases, the term of the HAP payments will be provided for ten (10) years. These terms DO NOT apply to elderly and disabled families. However, if an elderly or disabled family ceases to be qualified as such while receiving HAP for homeownership, the maximum term shall be determined from the date of the initial commencement of homeownership assistance. The family swill receive a minimum of six (6) month of Housing Assistance payments after the maximum term, provided the family continues to be eligible and is complying with family obligations.

XVIII PROCEDURE FOR TERMINATION OF HOMEOWNERSHIP ASSISTANCE

A participant in the Section 8 Home Ownership program shall be entitled to the same termination notice and informal hearing procedures as set forth in the Administrative Plan of the SBHA for the Section 8 Housing Choice Voucher Program.

XIX ADMINISTRATIVE FEE:

The Scotts Bluff County Housing Authority will receive the same ongoing administrative fee as in the Section 8 rental program as outlines in Section 24 CFR 982.152 (b)

8

XX FAIR HOUSING:

In compliance with the Fair Housing Act (title VIII of the Civil Rights Act, 1988) the Section 8 Homeownership program will not discriminate based on race, color, national origin, sex, handicap or familial status.

XIV. STATEMENT OF HOMEOWNER OBLIGATIONS

**SCOTTS BLUFF COUNTY HOUSING AUTHORITY
Section 8 Housing Choice Voucher Homeownership Program**

STATEMENT OF HOMEOWNER OBLIGATIONS

I/We, _____,
Participant(s) in the Scotts Bluff County Housing Authority Section 8 Housing Choice Voucher Homeownership Program, fully understand the following conditions regarding my/our continued eligibility for housing assistance payments in conjunction with my/our ownership of a _____ located at _____ and agree that:

1. Our home will be occupied by the following family members:

_____	_____
_____	_____
_____	_____
_____	_____

2. The initial monthly Housing Assistance Payment will be \$_____ and will begin on _____. The Housing Assistance Program Payment amount will be adjusted, at least annually, based on any changes in payment standards, homeownership costs, household income and/or household composition, in accordance with U.S Department of Housing and Urban Development (HUD) requirements.

3. The initial monthly Housing Assistance Payment will be made as follows:
\$_____ will be paid directly to _____.

4. Housing Assistance Payments will be available for a maximum of ten years, unless the head of household or spouse is disabled or elderly. Housing Assistance Payments are contingent on my/our compliance with the requirements of the Statement of Homeowner Obligations, the policies of the Scotts Bluff County Housing Authority Housing Choice Voucher Homeownership Program, HUD program requirements and upon continued appropriations to the Scotts Bluff County Housing Authority by HUD.

5. I/We must report all family income from all sources and the names of all persons living in our household.

6. If, at any time, any member of my household has a change in income greater than \$1,000.00/annually, I must report it to the Scotts Bluff County Housing Authority no later than 10 days after the change occurs.
7. If, at any time, anyone in my household moves in or out, I must report it, within 10 days of the occurrence, to the Scotts Bluff County Housing Authority.
8. Housing Assistance Payments will be made only for the months my household is in residence in the home. I/We must immediately report to the Scotts Bluff County Housing Authority if we move from our home.
9. My/Our family (including each family member) must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
10. My/Our family (including each family member) must not participate in illegal drug or violent criminal activity.
11. I/We may not sell, convey or transfer any interest in the home to any entity or person prior to informing the Scotts Bluff County Housing Authority. Housing assistance payments will terminate with any sale, conveyance or transfer other than to a household member residing in the home.
12. I/We must provide information to the Scotts Bluff County Housing Authority on any mortgage or other debt incurred to purchase the home, and any refinancing of such debt.
13. I/We must comply with the terms of any mortgage security debt incurred to purchase our home and any refinancing of such debt. I/We must immediately notify the Scotts Bluff County Housing Authority of any defaults on mortgage debt incurred to purchase the home.
14. I/We must promptly pay utility bills.
15. I/We must keep the Premises in good repair and in safe and sanitary condition.
16. I/We must document, in conjunction with our annual re-examination of income, that I/We are current on mortgage, insurance and utility payments.
17. If I/We default on my/our mortgage debt and lose my/our home, I/we will not be able to use my/our Section 8 Housing Choice Voucher for rental housing but may reapply for the Section 8 waiting list.

I/WE UNDERSTAND THAT MY/OUR HOUSING ASSISTANCE MAY BE WITHHELD, RECOVERED OR TERMINATED FOR ANY VIOLATION OF THE TERMS AND CONDITIONS OF THIS STATEMENT OF HOMEOWNER RESPONSIBILITIES.

Homeowner

Date

Homeowner

Date

SBCHA Staff

Date

VAWA POLICIES:

Prohibition Against Terminations under the Violence against Women Reauthorization Act (VAWA) of 2005.

The VAWA limits the owner and SBHA's right to terminate tenancy or program assistance under certain circumstances. Specifically the SBHA or the owner(s) may not construe such violence or stalking as a serious or repeated violation of the lease by the victim, as other good cause for terminating the tenancy or occupancy rights of the victim, or as criminal activity justifying the termination of the tenancy, occupancy rights, or program assistance of the victim.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a family household or any guest or other person under the family'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.

Definitions as used in VAWA:

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

Dating Violence - includes violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim: and where the existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship, (2) the type of relationship, (3) the frequency of interaction between the person involved in the relationship;

Stalking – is defined as: (1) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate, (2) to place under surveillance with the intent to kill, injure, harass, or intimidate another person, (3) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (a) that person, (b) a member of the immediate family of that person, or (c) the spouse or intimate partner of that person;

Immediate family – immediate family member – with respect to a person, is a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent, or any other person living in the household of that person and related to that person by blood and marriage.

When a tenant or other household member claims that s/he is the victim of such actions the SBHA or owner/manager may request that the individual certify that s/he is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse.

The SBHA will provide tenant or other household member claiming that s/he is a victim of such actions with the form HUD-50066 "Certification of Domestic Violence, Dating Violence, or Stalking". The individual will be required to come into the SBHA office to obtain the certification and the certification is to be returned to the SBHA office within 14 calendar days. The SBHA may extend the deadline at their discretion. If the individual does not submit the certification with the required time frame (including any approved extension) the SBHA or owner/manager may proceed with terminating the tenancy or assistance of the family.

Evicting or Terminating Assistance of a Perpetrator: Notwithstanding any Federal, State, or local law to the contrary, the SBHA may terminate assistance to, or an owner/manager may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The SBHA and owner/manager retain the authority to terminate the tenancy, occupancy, or program assistance of a victim under either of the following conditions: (1) the termination is for a lease violation premised on something other than an act of domestic violence, dating, violence, or stalking against the victim and the SBHA or owner/manager is holding the victim to a standard no more “demanding” than the standard to which the other tenants are held, (2) the SBHA or owner/manager can demonstrate an “actual and imminent threat to other tenants of those employed at or providing service to the property” if the tenancy of the victim is not terminated.

The SBHA will notify tenants/families of their right under the VAWA by posting information in our office. The SBHA will also notify families at the time of briefings, new admissions, annual reexaminations and any time it is deemed necessary. The SBHA will also provide information to the owners/managers in the same manner.

The tenant's/family's right of confidentiality and the limits thereof are provided on the form HUD-50066.

**HOUSING AUTHORITY
OF THE COUNTY OF SCOTTS BLUFF, NE**

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**ADDENDUM.....VOUCHER HOME OWNERSHIP PLAN
SECTION 8 ADMINISTRATIVE PLAN**

This Administrative Plan addresses local discretionary program functions in the Section 8 Scotts Bluff Housing Assistance Payments Program. All other operational procedures will be developed and implemented according to Federal regulations found at 24CFR and other appropriate HUD Handbooks. In the event HUD regulations change the Section 8 programs governed by this document, those HUD changes will take precedence over provisions of this plan.

1.0 EQUAL OPPORTUNITY

1.1 FAIR HOUSING

It is the policy of the Scotts Bluff Housing Authority to comply fully with all Federal, State, and local nondiscrimination laws; the Americans With Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

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

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

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

1.2 REASONABLE ACCOMODATION

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

1.3 COMMUNICATION

Anyone requesting reasonable accommodation in the application, interim and annuals process will be accommodated.

1.4 GRANTING THE ACCOMMODATION

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

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

1.5 SERVICES FOR NON-ENGLISH SPEAKING/HEARING IMPAIRED APPLICANTS AND PARTICIPANTS

The Scotts Bluff Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English to assist non-English speaking families. Also hearing impaired families are entitled to have a Sign Language interpreter at the Scotts Bluff Housing Authority's expense. The family must notify the SBHA 5 calendar days ahead of the date needed so that arrangements may be made to have an interpreter present with the family.

1.6 FAMILY/OWNER OUTREACH

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

To reach persons, who cannot or do not read newspapers, the Scotts Bluff Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Scotts Bluff Housing Authority will also try to utilize public service announcements.

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

The Scotts Bluff Housing Authority will hold briefings for owners who participate in or who are seeking information about the Section 8 Program. Owners and managers participating in the Section 8 Program will participate in making this presentation. The briefing is intended to:

- A. Explain how the program works;
- B. Explain how the program benefits owners;
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways the Scotts Bluff Housing Authority helps owners do better screening; and
- D. Provide an opportunity for owners to ask questions, obtain written materials, and meet Scotts Bluff Housing Authority staff.

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

1.7 RIGHT TO PRIVACY

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

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

1.8 REQUIRED POSTINGS

The Scotts Bluff Housing Authority will furnish in each of its offices the following information:

- A. The Section 8 Administrative Plan
- B. Notice of the status of the waiting list (opened or closed)
- C. Address of all Scotts Bluff Housing Authority offices, office hours, telephone numbers, and hours of operation
- D. Income Limits for Admission

- E. Informal Review and Informal Hearing Procedures
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

2.0 SCOTTS BLUFF HOUSING AUTHORITY/OWNER RESPONSIBILITY/OBLIGATION OF THE FAMILY

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

2.1 SCOTTS BLUFF HOUSING AUTHORITY RESPONSIBILITIES

- A. The Scotts Bluff Housing Authority will comply with the consolidated ACC, cooperation agreements with other HA'S and government entities. HUD regulations and other requirements, and the Scotts Bluff Housing Authority Section 8 Administrative Plan.
- B. In administering the program, the Scotts Bluff Housing Authority must:
 - 1. Disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of poverty or racial concentration;
 - 4. Encourage owners that contact the Scotts Bluff Housing Authority to make units available for leasing in the program, including owners of suitable units located outside areas of poverty or racial concentration;
 - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 6. Make efforts to help disabled persons find satisfactory housing; (1) marked accessible units on the unit rental listing, (2) inform landlords of need for accessible housing and the regulations regarding landlord responsibilities to make accommodations.
 - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a Housing Choice Voucher to each selected family, and provide housing information to families selected;
 - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - 9. Obtain and verify evidence of citizenship and eligible immigration status in accordance with 24 CFR
 - 10. Review the family's request for approval of the tenancy and the owner/landlord lease, including the HUD prescribed tenancy addendum;
 - 11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy;
 - 12. Determine the amount of the housing assistance payment for a family;
 - 13. Determine the maximum rent to the owner and whether the rent is reasonable;
 - 14. Make timely housing assistance payments to an owner in accordance with the HAP contract;
 - 15. Examine family income, size and composition at admission and at least annually during the family's participation in the program. The examination includes verification of income and other family information;

16. Establish and adjust annually the Scotts Bluff Housing Authority utility allowance in accordance with HUD regulations. The SHA does not provide a utility allowance for air conditioner costs as the majority of housing units in the market place do not provide central air conditioned units or there is no appropriate wiring for tenant installed air conditioners.
17. Administer and enforce the housing assistance payments contract with an owner, including taking appropriate action as determined by the Scotts Bluff Authority, if the owner defaults (e.g., HQS violation);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain Scotts Bluff Housing Authority decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain Scotts Bluff Housing Authority decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits; and
22. Administer an FSS program (**not applicable**).

2.2 OWNER RESPONSIBILITY

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and deciding if the family is suitable for tenancy of the unit. (Screening the tenant).
 2. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 3. Complying with the Housing Assistance Program Contract (HAP).
 4. Preparing and furnishing to the Scotts Bluff Housing Authority information required under the HAP contract.
 5. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 6. Entering into a lease and enforcing tenant obligations under the lease.
 7. Paying for utilities and services (unless paid by the family under the lease.)
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. Annually the owner is responsible for notifying the Scotts Bluff Housing Authority sixty (60) calendar days prior to any rent increase if he/she wants increase. Project Based Vouchers require a 120 day prior notice.

2.3 OBLIGATIONS OF THE PARTICIPANT

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

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

2. The family must supply any information requested by the Scotts Bluff Housing Authority or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
 3. The family must disclose and verify Social Security Numbers and must sign and submit consent forms for obtaining information.
 4. Any information supplied by the family must be true and complete.
- B. HQS breach caused by the Family
The family is responsible for any HQS breach caused by the family or its guests.
- C. Allowing Scotts Bluff Housing Authority Inspection
The family must allow the Scotts Bluff Housing Authority to inspect the unit at reasonable times and after at least 2 calendar days notice.
- D. Violation of Lease
The family may not commit any serious or repeated violation of the lease.
- E. Family Notice of Move or Lease Termination
The family must notify the Scotts Bluff Housing Authority and the owner before the family moves out of the unit or terminates the lease by a notice to the owner. The family must give the proper 30 day written notice to their landlord and the SBHA.
- F. Owner Eviction Notice
The family must promptly give the Scotts Bluff Housing Authority a copy of any owner eviction notice it receives.
- G. Use and Occupancy of the Unit
1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
 2. The Scotts Bluff Housing Authority must approve the composition of the assisted family residing in the unit. The family must promptly inform the Scotts Bluff Housing Authority of the birth, adoption or court-awarded custody of a child. The family must request approval from the Scotts Bluff Housing Authority to add any other family member as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult or live-in aide as provided in paragraph (4) of this Section). Any person/s who is not named on the lease can not live or stay with the participant one or more nights per week on a repetitive basis. Out of town company may stay up to two weeks.
 3. The family must promptly notify the Scotts Bluff Housing Authority if any family member no longer resides in the unit.
 4. If the Scotts Bluff Housing Authority has given approval, a foster child/foster adult or a live-in aide may reside in the unit. The Scotts Bluff Housing Authority has the discretion to adopt reasonable policies concerning residence by a foster child/foster adult or a live-in aide and defining when the Scotts Bluff Housing Authority consent may be given or denied.
 5. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must comply with the lease, zoning requirements and the affected household member must obtain all appropriate licenses.
 6. The family must not sublease or let the unit.
 7. The family must not assign the lease or transfer the unit.
- H. Absence from the Unit
The family must supply any information or certification requested by the Scotts Bluff Housing Authority to verify that the family is living in the unit, or relating to family absence from the unit, including any Scotts Bluff Housing Authority requested information or certification on the purposes of family absences. The family must cooperate with the Scotts Bluff Housing Authority for this purpose. The family must promptly notify the Scotts Bluff Housing Authority of its absence from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 calendar days. The family must request permission from the Scotts Bluff Housing Authority for absences exceeding 30 calendar days. The Scotts Bluff Housing Authority will make a determination within 5 business days of the request. An authorized absence may not exceed 180 consecutive calendar days in any circumstance or for any reason. Any family absent for more than 30 calendar days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization or confinement to a nursing facility
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by the Scotts Bluff Housing Authority

I. Interest in the Unit

The family may not own or have any interest in the unit. (Except for people using a Housing Choice Voucher to purchase a home).

J. Fraud and Other Program Violation

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

K. Crime by Family Members

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

L. Other Housing Assistance

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

M. Alcohol and/or Drug Abuse by Household Members

The members of the household must not abuse alcohol and/or drugs in a way that threatens the health, safety or right to peaceful enjoyment of other residents and /or persons residing in the immediate vicinity of the premises.

3.0 ELIGIBILITY FOR ADMISSION

3.1 INTRODUCTION

There are five eligibility requirements for admission to Section 8. The applicant must qualify as a family, as defined by HUD, have an income at or below HUD-specified income limits, meet citizenship/eligible immigrant criteria, provide documentation of required Social Security information for all family members, sign consent authorization forms, and meet eligibility requirements for college students, if applicable. In addition to the eligibility criteria, families must also meet the Scotts Bluff Housing Authority screening criteria in order to be admitted to the Section 8 Program. If the family does not meet these requirements it is a HUD mandatory denial.

3.2 ELIGIBILITY CRITERIA

A. Family status.

1. A **family with or without children**. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size, but are not considered family members for determining income limit.
2. An **elderly family**, which is:
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aide.
3. A **near-elderly family**, which is:

- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
 - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is:
 - a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
 6. A **remaining member of a tenant family** is a family member of an assisted family who remains in the unit when other family members have left the unit.
 7. A **single person** including an elderly person, a displaced person, a disabled person, or any other single person
 8. A **family may include** two or more persons who are not related but who will live together in a stable relationship and share resources.

B. Income eligibility

1. To be eligible to receive assistance a family shall, at the time the family initially receives assistance under the Section 8 program shall be a low-income family that is:
 - a. An extremely low-income family;
 - b. A very low-income family continuously assisted under the 1937 Housing Act;
 - c. A low-income family that meets additional eligibility criteria specified by the Housing Authority;
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within the housing authority's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into the Scotts Bluff Housing Authority's jurisdiction under portability and have the status of applicant rather than of participant at their initial housing authority, must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into the Scotts Bluff Housing Authority's jurisdiction under portability and are already program participants at their initial housing authority do not have to meet the income eligibility requirement for the Scotts Bluff Housing Authority program.
6. Income limit restrictions do not apply to families transferring units within the Scotts Bluff Housing Authority Section 8 Program.

C. Citizenship/Eligible Immigrant status

To be eligible for a Housing Choice Voucher at least one member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980

Family eligibility for assistance.

1. A family shall not be eligible for assistance unless at least one member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5 (E) for calculating rents under the non-citizen rule).

D. Social Security Number Documentation

To be eligible, all family members must provide a Social Security Number or certify that they do not have one. Adults must certify for minors. Citizens and lawfully present noncitizens who state that they have not been assigned a SSN by the SSA should make such declaration in writing and under penalties of perjury to the SBHA.

E. Signing Consent Forms

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

- F. Eligibility requirements for college students. Restrictions apply to certain students (both part- and full-time) who are enrolled in institutions of higher education and are applying for or receiving assistance under Section 8 of the U.S. Housing Act of 1937. The new law is limited to students who are seeking assistance on their own, separately from their parents.

The restriction of Section 8 assistance only applies to individuals who:

1. Are enrolled at an institution of higher education;
2. Are under the age of 24;
3. Are not veterans;
4. Are not married; and
5. Do not have a dependent child

Students meeting these criteria and are not independent from his/her parents are subject to a two-part income eligibility test. Both the student and the student's parents (the parents individually or jointly) must be income eligible in order for the student to be eligible to receive section 8 assistance. If the student's parents are married and living together, the SBHA will obtain a joint declaration and certification of income from the parents. If the student's parent is widowed or single the SBHA will obtain a declaration and certification of income from that parent. If the student's parents are divorced or separated, the SBHA will obtain a declaration and certification of income from each parent. If the student has been living with one of his/her parents and has not had contact with or does not know where to contact his/her other parent, the SBHA will obtain from the student a certification under penalty of perjury describing the circumstances and stating that the student has not received assistance from the other parent. The SBHA will also obtain an income declaration and certification of income from the parent with whom the student has been living or had contact.

If a student meeting these criteria is determined to be independent (independent student) from his/her parents, the SBHA will not need to consider the income of the student's parents in determining the student's eligibility. The SBHA will follow the basis HUD provides by which a student can demonstrate the absence of, or independence from, parents. The HUD basis is as follows:

1. The individual is of legal contract age under state law.
2. The individual has established a household separate from his/her parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of independent student.
3. The individual was not claimed as a dependent by his/her parents pursuant to the IRS regulations, as demonstrated on the parents' most recent tax forms.
4. The individual provides a certification of the amount of financial assistance that will be provided by his/her parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

Supportive documentation used to determine student eligibility and income (including parents) will include, but is not limited to: IRS tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, TANF award letter, SSA award letter, and other official and authentic documents from a federal, state, or local agency.

G. Suitability for tenancy

The Scotts Bluff Housing Authority determines eligibility for participation and will also conduct criminal background checks on all adult household members, including live-in aides. The Scotts Bluff Housing Authority will deny assistance to a family because of drug-related criminal activity or violent criminal activity by family members. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years.

The Scotts Bluff Housing Authority will check with the State sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender or any individual that is required to register for any length of time.

Additional screening is the responsibility of the owner.

Drug related and criminal activity. An applicant or participant will be denied housing assistance if any member of the family is a person who has engaged in violent criminal activity, or because of drug-related criminal activity, or alcohol abuse when the abuse leads to behavior that threatens the health, safety or peaceful enjoyment of the premises. The Scotts Bluff Housing Authority will exercise “Zero Tolerance” policy with respect to violations regarding criminal activity.

The SBHA will ensure that an otherwise qualified applicant will not be denied assistance on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. The same procedures for applicants will apply as for participants of the Housing Choice Voucher program. (See Section 15.1 of this plan – Violence against Women Reauthorization Act of 2005).

In either case, applicants and participants will be denied access to the waiting list for three years after completion of their sentence or date of disposition unless the family member can demonstrate they do not have an addiction to a controlled substance, has a record of such or is regarded as having such an impairment; and has recovered from such addiction and does not currently use or possess controlled substances. The Scotts Bluff Housing Authority will request evidence of successful client completion of treatment programs or active participation in a program to achieve a successful completion as a condition to being allowed to reside in the unit.

4.0 MANAGING THE WAITING LIST

4.1 OPENING AND CLOSING THE WAITING LIST

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

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

Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation, and also by any available minority media.

4.2 TAKING APPLICATIONS

Families wishing to apply for the Section 8 Program will be required to complete an application for housing assistance. Applications will be accepted at Scotts Bluff Housing Authority office.

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

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

Applications may be made in person at the **Scotts Bluff Housing Authority** on Tuesday through Thursday 8:30am to 3:00pm. Applications may be mailed to interested families outside of Scotts Bluff County

The completed application will be dated and time stamped upon its return to the Scotts Bluff Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Scotts Bluff Housing Authority to make special arrangements to complete their application. (The Nebraska Relay System telephone number is 1-800-833-7352)

The application process will involve the pre-application. The pre-application requires the family to provide limited basic information including name, address, phone number, family composition and family unit size, racial or ethnic designation of the head of household, income category, and information establishing any preferences to which they may be entitled.

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

An applicant is encouraged to report changes in their applicant status including changes in family composition, income, or preference factors. The Scotts Bluff Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family.

The full application takes place when the family submits the pre-application. The Scotts Bluff Housing Authority will ensure that verification of all preferences, eligibility, suitability selection factors are current in order to determine the family's final eligibility for admission into the Section 8 Program.

4.3 ORGANIZATION OF THE WAITING LIST

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

- A. Disabled and elderly families will be given preference on the waiting list. Verification of disability will need to be verified by a knowledgeable professional source that this person/family meets this criteria, using the exact wording in the HUD definitions. PHA may not require a statement or verification from a knowledgeable professional when adequate verification is available from other sources. (ex: Social Security Disability, AABD, VA).
- B. All other applications will be maintained in order of date and time of application;
- C. The PHA must consider income targeting requirement when selecting families from the waiting list. Income targeting requirement dictate that at least 75% of families admitted to the tenant based voucher program during the PHA fiscal year from the PHA waiting list must be extremely low-income families. (CFR 982.201(b) (2) (i).
- D. Any significant contact between the Scotts Bluff Housing Authority and the applicant will be documented in the applicant file.

All files (applicant or participant) shall be retained for three years from the date the file is closed, whether this is due to the surrender of a Housing Choice Voucher or the removal of a person from the waiting list, whichever is later.

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

4.4 FAMILIES NEARING THE TOP OF THE WAITING LIST

When a family applies the verification process has started and is completed prior to Housing.

All Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms has been signed, as the waiting list appears to be within 2 months of being offered assistance.

4.5 MISSED APPOINTMENTS

The Scotts Bluff Housing Authority makes a scheduled briefing appointment and one make-up briefing by date and time. If the applicant fails to attend the scheduled briefing, their application will be terminated and they will need to reapply if they are in need of rental assistance.

When a good cause exists, the Scotts Bluff Housing Authority will work closely with the family to find a more suitable time.

4.6 PURGING THE WAITING LIST

The Scotts Bluff Housing Authority will update and purge its waiting list as needed to ensure that the pool of applicants reasonably represents interested families. Purging also enables the Housing Authority to update the information regarding address, family composition, income category and preferences.

The purge shall consist of the Scotts Bluff Housing Authority mailing a form to be completed by the person on the waiting list and returned to the Scotts Bluff Housing Authority in writing within 7 calendar days. If our mailing is returned as undeliverable or if no response is received from the applicant within the 7 day calendar time frame, the applicant shall be removed from the waiting list. If the envelope is returned with a forwarding address on it, the Scotts Bluff Housing Authority shall mail the form to the new address, with a new deadline for response.

4.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Scotts Bluff Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments;
- C. The applicant does not meet either the eligibility or screening criteria for the program.
- D. The applicant has been issued a Housing Choice Voucher.

The reason for all removals from the waiting list shall be carefully documented in the applicant's file and retained for three years from the date the file is closed.

4.8 GROUNDS FOR DENIAL

The Scotts Bluff Housing Authority will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria.
- B. Do not supply information or documentation required by the application process.
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program.
- D. Fail to complete any aspect of the application or lease-up process.

- E. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property, and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff, or cause damage to the property.
- F. Currently owes rent or other amounts to any housing authority in connection with the public housing or Section 8 Programs.
- G. Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there will be denied for five (5) years for fraud. If money is owed the applicant will be denied until paid in full.
- H. Have a family member who was evicted from federally assisted housing within the last five (5) years for fraud.
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance.
- J. Have a family member who is currently 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 Scotts Bluff Housing Authority may waive this requirement if:
 1. The person demonstrates to the Scotts Bluff Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 2. The person has successfully completed a supervised drug or alcohol rehabilitation program;
 3. The person has otherwise been rehabilitated successfully; or
 4. The person is participating in a supervised drug or alcohol rehabilitation program.
- K. Have engaged in or threatened abusive or violent behavior towards any Scotts Bluff Housing staff or residents.
- L. Have a family member who has ever been convicted of a drug related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing. Denial is immediate and permanent.
- M. Have a household member who is subject to a lifetime registration requirement under a State sex offender registration program (Denied for life). (CFR24 5.856, 5.905)

4.9 NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by the Scotts Bluff Housing Authority, in writing, that they have (14) calendar days, from the date of the written correspondence, to request an informal review in writing. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Scotts Bluff Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Scotts Bluff Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Scotts Bluff Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability.

4.10 INFORMAL REVIEW

If the Scotts Bluff Housing Authority determines that an applicant does not meet the criteria for receiving Section 8 assistance, the Scotts Bluff Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision, and state that the applicant may request an informal review of the decision within 14 calendar days of the denial. The Scotts Bluff Housing Authority will describe how to obtain the informal review. The informal review process is described in Section 16.2 of this Plan.

5.0 SELECTING FAMILIES FROM THE WAITING LIST

5.1 WAITING LIST ADMISSIONS

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

If HUD awards funding that are targeted for families with specific characteristics or families living in specific units, the Scotts Bluff Housing Authority will use the assistance for those families.

5.2 PREFERENCES

The Scotts Bluff Housing Authority will select families based on the following preferences.

Disabled and elderly families will be given first preference on the Waiting List. Working families will be given second preference on the Waiting List.

5.3 SELECTION FROM THE WAITING LIST

Disabled and elderly families will be given first preference. Working families will be given second preference. After that date and time of application will be utilized to determine the sequence of the waiting list.

Notwithstanding the above, if necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, the Scotts Bluff Housing Authority retains the right to skip higher income families on the waiting to reach extremely low-income families. This measure will only be taken if it appears the goal will not otherwise be met. To ensure this goal is met, the Housing Authority will monitor incomes of newly admitted families and the income of the families on the waiting list.

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

6.0 SUBSIDY STANDARDS

The Scotts Bluff Housing Authority will determine the appropriate number of bedrooms needed for families of different sizes and compositions. This is determined when the family is selected for participation in the program.

Subsidy standards must provide the smallest number of bedrooms needed to house a family without overcrowding. These standards are based on the assumption that each bedroom/living room will accommodate no more than two (2) persons.

Scotts Bluff Housing Authority will issue **family unit** sizes so as not to require use of the living room for sleeping purpose. It is the tenant's choice to do so.

The following requirements also apply when determining family unit size.

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, other than children age 5 and under, may not be required to occupy the same bedroom or living/sleeping room.
- C. Persons of different generations will not be required to share a bedroom.
- D. A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- E. Children whose custody is being obtained, or are currently in over 50% of the time in a custody decree/order/notarized agreement with the family will be considered in the unit size.
- F. Children who are temporarily away at school or temporarily in foster-care will be considered when determining unit size.
- G. Foster adults and children will not be required to share a bedroom with family members. (Different generations will have separate bedrooms).
- E. A live-in aide must reside with a family for the family units size to be adjusted in accordance with the subsidy standards of the SBHA. (PIH Notice 2008-20, CFR 982.402(b)(7) The family's residence must be the live-in

aides only place of residence. Therefore, regardless of whether these caregivers spend the night, an additional bedroom will not be approved.

In determining family unit size for a particular family, the SBHA may grant an exception to its established subsidy standards if the SBHA determines that the exception is justified by age, sex, health, handicap, or relationship of family members or other personal circumstances. The family must request a larger size unit than the guidelines allow, but will be requested by the SBHA to provide the needed documentation to determine why a larger unit size is required.

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

6.1 BRIEFING

When the Scotts Bluff Housing Authority selects a family from the waiting list, the family will be invited to attend a briefing explaining how the program works. In order to receive a Housing Choice Voucher an adult member of the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend the scheduled briefing without good cause, they will be denied admission.

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

The briefing will cover at least the following subjects:

- A. A description of how the program works;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside the Housing Authority's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside the Housing Authority's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living in an area that does not have a high concentration of poor families ;
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when the family initially rents a unit and the fact that the family may have to pay a security deposit from it's own funds.
- H. A description of the Home Ownership program.

6.2 PACKET

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

- A. The term of the Housing Choice Voucher will be sixty (60) days. An additional sixty (60) days may be given depending on the funding available at that time. The Scotts Bluff Housing Authority does not do tolling.
- B. How the Housing Authority determines the housing assistance payment and total tenant payment for the family; (work sheets will be provided)
- C. Information on the payment standard and the utility allowance schedule; (work sheets will be provided)
- D. How the Housing Authority determines the maximum rent for an assisted unit; (work sheets will be provided)
- E. Where the family may lease a unit. For families qualified to lease outside the Housing Authority's jurisdiction, the packet includes an explanation of how portability works;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;
- G. The request for approval of the tenancy form and an explanation of how to request Housing Authority approval of a unit;

- H. This policy requires applicants to sign disclosure statements allowing the Housing Authority to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses.
- I. The Housing Authority's subsidy standards, including when the Housing Authority will consider granting exceptions to the standards such as a reasonable accommodation to a person with a disability;
- J. The HUD brochure on how to select a unit ("A Good Place to Live");
- K. The HUD-required lead-based paint brochure;
- L. Information on Federal, State, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
- M. A list of landlords or other parties known to the Scotts Bluff Housing Authority who may be willing to lease a unit to the family or help the family find a unit; including owners with properties located outside areas of poverty or minority concentration;
- N. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to the Scotts Bluff Housing Authority that may be available;
- O. The family's obligations under the program;
- P. The grounds upon which the Housing Authority may terminate assistance because of the family's action or inaction;
- Q. Scotts Bluff Housing Authority informal hearing procedures, including when the Housing Authority is required to provide the opportunity for an informal hearing, and information on how to request a hearing; and
- R. The Scotts Bluff Housing Authority owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.

6.3 ISSUANCE OF VOUCHER; REQUEST FOR APPROVAL OF TENANCY

Once all family information has been verified, their eligibility determined, their subsidy calculated, the family will be notified to attend a briefing at the Scotts Bluff Housing Authority office. At least one adult family member must attend the briefing. When the family or adult family member attends the briefing they will be issued the voucher at the end of the briefing. At this point the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will complete and sign a proposed lease, the HUD required tenancy addendum and the request for approval of the tenancy form. The terms of the HUD tenancy addendum shall prevail over any conflicting provisions of the lease. The family will submit the proposed lease and the request form to the Housing Authority during the term of the Housing Choice Voucher. The Housing Authority will review the request, the lease, and the HUD required tenancy addendum and make an initial determination of approval of tenancy. The Housing Authority may assist the family in negotiating changes that may be required for the tenancy to be approved. Once it appears the tenancy may be approved, the Housing Authority will schedule an appointment to inspect the unit within 15 calendar days after the receipt of inspection request from the family and owner. The Housing Authority will promptly notify the owner and the family whether the unit and tenancy are approved.

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

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

The SBHA may stop issuing turnover vouchers or pull back outstanding vouchers for applicants searching for housing (that have not yet resulted in an executed HAP contract due to insufficient funding). A notice of such action will be mailed immediately to the given address.

6.4 TERM OF THE HOUSING CHOICE VOUCHER

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

The Housing Authority may grant one or more extensions of the term, but the initial term plus any extensions will not exceed 120 calendar days from the initial date of issuance.

If the family includes a person with disabilities and the family requires an extension due to the disability, the Housing Authority may grant an extension allowing the family the full 120 calendar days search time. If the Housing Authority determines that additional search time would be a reasonable accommodation, the Housing Authority will grant an additional search time.

If the family's voucher expires, the family is no longer eligible for housing assistance. They are free to re-apply to the Housing Choice Voucher program and start over again at the bottom of the waiting list. If the waiting list is closed, they must wait until the Scotts Bluff Housing Authority is once again accepting applicants for the Section 8 program. They will be treated exactly like all other new applicants for the program.

6.5 APPROVAL TO LEASE A UNIT

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

- A. The unit is eligible;
- B. The unit is inspected by the Housing Authority and passes HQS;
- C. The lease is approved and includes the required HUD tenancy addendum;
- D. The rent to owner is reasonable;
- E. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- F. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or the Housing Authority; and
- G. The family continues to meet all eligibility and screening criteria.
- H. The owner certifies that he or she is not in a conflict of interest situation with the resident.

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

The initial term of the lease will be for one year. After the first year the lease and contract renew automatically month by month. The initial lease term may begin only after all of the following conditions are met:

- A. The unit passes the Housing Authority HQS inspection;
- B. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
- C. The landlord and resident sign the lease to include the HUD required addendum; and
- D. The Housing Authority approves the leasing of the unit.

The Housing Authority will prepare the contract when the unit is approved for tenancy. Generally, the landlord, simultaneously with the signing of the lease and the HUD required tenancy addendum, will execute the contract. Upon receipt of the executed lease and the signed contract by the landlord, the Housing Authority will execute the contract. The Housing Authority will not pay any housing assistance to the owner until the contract is executed.

In no case will the contract be executed later than 60 days after the beginning of the lease term.

Any contract executed after the 60-day period will be void and the Housing Authority will not pay housing assistance to the owner.

6.6 SCOTTS BLUFF HOUSING AUTHORITY DISAPPROVAL OF OWNER

The Housing Authority will deny participation by an owner at the direction of HUD (one who has been debarred, suspended, or is subject to a limited denial of participation). The Housing Authority will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;

- D. The owner has a history or practice of non-compliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other Federal housing program;
- E. The owner has a history or practice of renting units that fail to meet State or local codes; or
- F. The owner has not paid State or local real estate taxes, fines, or assessments.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity, or for activity that threatens the health, safety or right of peaceful enjoyment of the:
 - 1. premises by residents, Scotts Bluff Housing Authority employees or owner employees; or
 - 2. residences by neighbors;
- H. Other conflicts of interest under Federal, State, or local law.

- I. If the owner is the parent, child, grandparent, grandchild, sister, or brother or any member of the family of an applicant seeking the initial use of a voucher unless the Scotts Bluff Housing Authority determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.
- J. The Scotts Bluff Housing Authority has been informed by HUD that the federal Government has instituted an administrative or judicial action against the owner for a violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending or a court or administrative agency that the owner violated the Fair Housing Act of other federal equal opportunity requirements.

6.7 INELIGIBLE/ELIGIBLE HOUSING

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

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 Program;
- C. Nursing home, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
- F. A unit occupied by its owner. This restriction does not apply to cooperatives or to assistance on behalf of a manufactured home owner leasing a manufactured home space; and (Scotts Bluff Housing Authority does not provide assistance for manufactured mobile home space).
- G. A unit receiving any duplicative Federal, State, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

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

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

The Scotts Bluff Housing Authority will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Manufactured housing
- D. Project based Section 8 Housing Choice Vouchers available at Valacia Apartments.
- E. Studio Apartments

6.8 SECURITY DEPOSIT

The security deposit may not exceed one months rent. The owner may collect a security deposit from the family in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted residents in the same complex.

When the family moves out of the dwelling unit, the owner, subject to State or local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid rent payable by the participant, damages to the unit or for other amounts the family owes under the lease.

The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the resident in compliance with State Law.

If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family.

7.0 MOVES WITH CONTINUED ASSISTANCE

Participating families are allowed to move to another unit after the initial lease has expired, if the landlord and the participant have mutually agreed to terminate the lease, or if the Housing Authority has terminated the HAP contract. The Scotts Bluff Housing Authority will issue the family a new Housing Choice Voucher if the family does not owe the Scotts Bluff Housing Authority or any other Housing Authority money, has not violated a Family Obligation, has not moved or been issued a Housing Choice Voucher within the last 12 months, and if the Scotts Bluff Housing Authority has sufficient funding for continued assistance. If the move is necessitated for a reason other than family choice, the 12-month requirement will be waived. The SBHA will allow one move in a 12-month period. The SBHA may, under extraordinary circumstances, allow more than one move in the 12-month period to provide a special accommodation.

7.1 WHEN A FAMILY MAY MOVE

For families already participating in the Housing Choice Voucher Program, the Scotts Bluff Housing Authority will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the participant; or
- C. The family has given notice of lease termination (if the participant has a right to terminate the lease on notice to the owner).

7.1.1 DENYING FAMILY REQUESTS TO MOVE DUE TO INSUFFICIENT FUNDING

A PHA may only deny a request to move to a higher cost unit within the PHA's jurisdiction in accordance with 24 CFR 982.314(e)(1) if the PHA would be unable to avoid termination of housing choice voucher assistance for current participants in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments.

The PHA must provide written documentation to the local HUD office when they determine it is necessary to deny moves to a higher cost unit based on insufficient funding. (required documentation for notification to local HUD included in PIH Notice 2011-3 (HA))

For moves within the initial PHA's jurisdiction, a "higher cost unit" is defined as a unit in which the PHA would have to pay a higher subsidy amount due to an increase in the gross rent for the new unit.

7.2 PROCEDURES REGARDING FAMILY MOVES

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

This briefing is intended to provide the following:

- A. A refresher on program requirements and the family's responsibilities. Emphasis will be on giving proper notice and meeting all lease requirements such as leaving the unit in good condition;
- B. Information about finding suitable housing and the advantages of moving to an area that does not have a high concentration of poor families;
- C. Payment standards, exception payment standard rent areas, and the utility allowance schedule;

- D. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard when initially renting a unit;
- E. Portability requirements and opportunities;
- F. The need to have a reexamination conducted within 120 calendar days of the move;
- G. An explanation and copies of the forms required to initiate and complete the move; and
- H. All forms and brochures provided to applicants at the initial briefing.

Families are required to give proper written notice of their intent to terminate the lease. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease. If the family moves from the unit before the initial term of the lease ends without the owner's and the Scotts Bluff Housing Authority's approval, it will be considered a serious lease violation and subject the family to termination from the program.

The family is required to give the Scotts Bluff Housing Authority a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. The notice must be in writing and be at least 30 days in advance of the termination date. A family's failure to provide a copy of the lease termination notice to the Scotts Bluff Housing Authority will be considered a violation of Family Obligations and may cause the family to be terminated from the program.

For continued assistance the owner and the family must sign a recession of the lease if still in the initial lease period.

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

8.0 PORTABILITY

8.1 PORTABILITY POLICIES OF THE SCOTTS BLUFF HOUSING AUTHORITY

One of the key features of the HCV Program is the mobility of assistance. The regulations at 24 CFR 982.353 provide that HCV participants may choose a unit that meets program requirements anywhere in the United States, provided that a PHA administering the tenant-based program has jurisdiction over the area in which the unit is located.

A family whose head or spouse has a domicile (legal residence) in the jurisdiction of the SBHA at the time the family first submits its application for participation in the program to the SBHA may be eligible for portability.

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

The initial PHA must deny a family's request to move if the family has moved out of its assisted unit in violation of the lease. However, HUD Notice PIH 2007-5 (VAWA 2005) amended section 8(r) of the U.S. Housing Act to provide an exception to the prohibition against a family moving under the portability provision in violation of the lease. VAWA 2005 provides that the family may receive a voucher and move in violation of the lease under the portability procedures if the family has complied with all other obligations of the voucher program and has moved out of the unit in accordance with the VAWA 2005 Act. The SBHA will request the HUD-approved certification for (Form-50066) in order to verify the family's claim that the request to move is prompted by incidences of abuse in the unit.

A PHA may only deny a portability request to move to a higher cost in accordance with 24CFR 82.314(e)(1) if the PHA would be unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year in order to remain within its budgetary allocation (including any available HAP reserves) for housing assistance payments.

For portability moves, a "higher cost area" is defined as an area where a higher subsidy amount will be paid for a family because of higher payment standard amounts or "more generous" subsidy standards (e.g. the receiving PHA issues a 3-bedroom voucher to a family that receives a 2-bedroom voucher from the initial PHA). Before denying

the family's request to move due to insufficient funding, the initial PHA must contact the receiving PHA and confirm via email or other confirmed delivery method whether the receiving PHA will administer or absorb the family's voucher. Once the receiving PHA makes the commitment to absorb the voucher, they cannot reverse their decision. If the receiving PHA is willing to absorb the family, there are no grounds to deny the portability move.

8.2 INCOME ELIGIBILITY

If the family is not currently a program participant, the initial PHA must determine if the family is income eligible in the area to which the family wishes to move. If the family is not income eligible in the area to which the family wishes to move, the PHA must inform the applicant family they may not move to the area in question and receive voucher assistance. Income eligibility is not re-determined when a participant family (a family that is already under a HAP contract) exercises portability.

8.3 PORTABILITY-INITIAL PHA RESPONSIBILITIES (NOTICE PIH 2011-3(HA))

When a family wishes to move under portability, the family must inform the initial PHA of the area to which the family wishes to move. The initial PHA must contact the receiving PHA via email or other confirmed delivery method to determine whether the receiving PHA will bill or absorb the family's voucher. Based on the receiving PHA's response, the initial PHA must determine whether they will approve or deny the portability request. Once the portability request is approved, the initial PHA issues the family a voucher and must contact the receiving PHA on the family's behalf. The initial PHA must promptly notify the receiving PHA to expect the incoming family. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA (e.g., the name and telephone number of the staff person responsible for working with incoming portability families and any procedures related to appointments for voucher issuance the receiving PHA has shared with the initial PHA).

Once the family is approved to move using portability, the initial PHA completes Part I of the Form HUD-52665 and mails or faxes it to the receiving PHA, along with a cop of the family's voucher issued by the initial PHA, a current copy of the HUD-50058, and copies of the income verification supporting the form.

Part I of the form provides the date by which the initial billing notice provided by the receiving PHA must be received by the initial PHA. The initial billing submission must be completed and mailed by the receiving PHA within 10 working days of the HAP contract execution but no later than 60 days following the expiration date of the family voucher issued by the initial PHA.

If the initial PHA has not received a billing notice by the deadline and intends not to accept a late billing, the initial PHA must inform the receiving PHA of this decision in writing. If the initial PHA informs the receiving PHA that it will not honor a late billing, the initial PHA is not required to honor any billing notice received after the billing deadline. If the initial PHA still subsequently receives a late billing notice on behalf of the family, it simply returns the late Form HUD-52665 to the receiving PHA, and the receiving PHA must absorb the family.

8.4 PORTABILITY-RECEIVING PHA RESPONSIBILITIES AND ON-GOING RESPONSIBILITIES

The receiving PHA must respond by email or other confirmed delivery method to the initial PHA's inquiry to determine if the family's voucher will be billed or absorbed. After receiving the Form HUD-52665 and supporting documentation from the initial PHA, the receiving PHA must promptly issue a voucher to the family for its search in the receiving PHA jurisdiction, the term of which may not expire before the expiration date of the initial PHA voucher.

A receiving PHA should not process the family if the initial PHA voucher has already expired when it receives the paperwork from the initial PHA, but should refer the family back to the initial PHA. The initial PHA would have to decide to extend the term of the initial PHA voucher (and the billing deadline) before the receiving PHA would process the portability move.

The receiving PHA does not re-determine income eligibility for a portable family that was already receiving voucher assistance and may not delay the family's housing search in issuing the voucher. Should the receiving PHA wish to

conduct its own background checks and/or conduct a new income reexamination on a family that has already received housing assistance payments under the initial PHA, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit until those processes are completed. However, the PHA may take subsequent action (e.g. recalculating the HAP payment based on updated income information; terminating the family's participation in the program due to criminal background or failing to disclose necessary information) against the family based on the results.

In the case of an applicant family, the receiving PHA may delay issuing or otherwise delay approval of a unit only if the re-certification is necessary to determine income eligibility.

The receiving PHA may always delay approval of the unit or issuance of the voucher if the family refuses to comply with the receiving PHA procedures. In any case where the receiving PHA is refusing to process or provide assistance under the portability procedures, the family must be given the opportunity for an informal review or hearing in accordance with 24 CFR 982.554 or 982.555.

The receiving PHA may provide additional search time to the family beyond the expiration date of the initial PHA voucher, either when it initially issues its own voucher or by subsequently extending its own voucher's term. However, if the receiving PHA provides the family with search time beyond the expiration date of the initial PHA's voucher, it must inform the initial PHA of the extension and should bear in mind the billing deadline that is based on the expiration date of the voucher issued by the initial PHA. Unless willing and able to absorb the family, the receiving PHA should ensure that any voucher expiration date would leave sufficient time to process a Request for Tenancy Approval, execute a HAP contract, and cover the anticipated delivery time so that it will be received by the initial PHA by the deadline date.

If an incoming portable family ultimately decides not to lease in the jurisdiction of the receiving PHA, but instead wishes to return to the initial PHA or wishes to search in another jurisdiction, the receiving PHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extensions of search time provided by the receiving PHA voucher are only valid for the family's search in the receiving PHA jurisdiction. Any extensions of the initial PHA's voucher necessary to allow the family additional search-time to return to the initial PHA's jurisdiction or to move to another jurisdiction would be at the discretion of the initial PHA.

The receiving PHA may absorb the family into its own program once the HAP contract is executed on behalf of the family by the receiving PHA, assuming it has funding available under its ACC to do so and such a decision will not result in over-leasing for the Calendar Year. The receiving PHA may also absorb a portable family assisted through a billing arrangement by terminating the billing arrangement with the initial PHA. The receiving PHA will need to provide adequate advance notice to the initial PHA to avoid having to return an overpayment. The receiving PHA must specify the effective date of the absorption of the family.

If the family is not placed under HAP contract in the receiving PHA jurisdiction, the receiving PHA cannot absorb the family.

The receiving PHA sends Part II of Form HUD-52665 to the initial PHA. If the receiving PHA will bill the initial PHA, the receiving PHA not only completes Part II of the Form HUD-52665, but also attaches a copy of the new Form HUD-50058 before returning it to the initial PHA. Part II of the form must be completed and mailed by the receiving PHA within 10 working days from the date a HAP contract is executed on behalf of a family but no later than 60 days following the expiration date of the family voucher issued by the initial PHA.

A receiving PHA that failed to send the initial billing within 10 working days following the date the HAP contract is executed is generally required to absorb the family into its own program unless the initial PHA is willing to accept the late submission.

The receiving PHA must send the initial PHA a copy of the updated Form HUD-50058 at each annual recertification for the duration of time the receiving PHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount. The Form HUD-50058 should be sent to the initial PHA as soon as the family's annual reexamination is complete but no later than 10 working days following the effective date of the annual reexamination.

The receiving PHA is also required to send a new Form HUD-52665 along with the Form HUD-50058 to report any change in the bill amount, if applicable. If this form is not sent within 10 working days following the effective date of the change in the billing amount, the initial PHA is not responsible for paying any increase in the monthly billing amount incurred prior to the notification.

In the case where a family is currently under a billing arrangement subsequently decides it wants to move under portability to yet another jurisdiction, the receiving PHA does not issue the family a voucher. The receiving PHA is to notify the initial PHA of the family request to port to another jurisdiction and the initial PHA is responsible for issuing the family's voucher and sending the Form HUD-52665 and supporting documentation to the new receiving PHA.

8.5 PORTABILITY-TIMING OF PAYMENTS

The initial PHA must pay the first billing amount due within 30 calendar days of the receipt of Part II of the Form HUD-52665 and each subsequent payment must be paid no later than the fifth working day of each month.

The initial PHA may not terminate or delay making payments under existing billing arrangements as a result of over-leasing or funding shortfalls in the initial PHA's program. PHA's may only terminate HAP contracts as the result of insufficient funding in accordance with 24 CFR 982.454.

9.0 DETERMINATION OF FAMILY INCOME

9.1 INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME

To determine annual income, the Scotts Bluff Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the PHA knows and verifies all sources of income, the PHA must convert reported income to an annual figure. Convert periodic wages to annual income using the following:

1. Multiply hourly wages by the number of hours worked per year (2080 hours for full-time employment with a 40 hour work week and no overtime).
2. Multiply weekly wages by 52.
3. Multiply bi-weekly wages (paid every other week) by 26.
4. Multiply semi-monthly wages (paid twice each month) by 24.
5. Multiply monthly wages by 12.

The Scotts Bluff Housing Authority subtracts out all allowable deductions (allowances) as the next step in determining the Total Tenant Payment. The Scotts Bluff Housing Authority will conduct reviews every 60 days for families reporting no income.

9.2 INCOME

- A. Annual income means all amounts, monetary or not, that:
 1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
 2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
 3. Are not specifically excluded from annual income.
- B. Annual income includes, but is not limited to the amounts specified in the federal regulations currently found in the 24CFR 5.609:
 1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services. (if the income is reduced due to the fault of the tenant the amount of rent required to be paid by the family will not be decreased for 90 days). If Health and Human Services benefits resume, the family rent will be adjusted.

2. The net income (gross income minus expenses) from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Deductible business expenses may also include interest payments on loans and other business expenses including utility bills and supplies. This does not include expenses related to business expansion or other capital improvements. Any withdrawal of cash or assets from the operation of a business or profession must be included in income, except to the extent the withdrawal represents reimbursement of cash or assets invested in the business.
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.
4. The full amount of periodic amounts received from Social Security, Social Security Income (SSI), annuities, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
6. Any other benefit payments (ex. veterans' disability, black lung sc benefits, dependent indemnity compensation)
7. Welfare assistance.
 - a. Welfare assistance payments
 - b. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments
 - (1). Qualify as assistance under the (TANF) program definition at 45 CFR 260.31: and
 - (2). Are not otherwise excluded under paragraph Section 9.3 of the Plan
 - c. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
 - (1). The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities: plus
 - (2). The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
 - d. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
 - e. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted.
8. Periodic and determinable allowances, such as alimony and child support payments. The SBHA will make adjustments of child support when a family reports they are receiving less than the court awarded amount. It is the SBHA policy to adjust child support if not received for 3 consecutive months. If the family starts to receive child support the SBHA will use it when the family has received child support for 3 consecutive months. If the awarded amount is not being received, the SBHA will use the actual child support that is being received.
9. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)
10. Lottery winnings paid in periodic payments.
11. Regular contributions or gifts include rent and utility payments made on behalf of a family and other cash and non-cash contributions provided on a regular basis. (Remember that annual income includes "all

amounts, monetary or not,” unless specifically excluded.)

12. If a family is entitled to or may receive a source of income (ex: child support, ADC/TANF) and chooses not to receive that income, is not complying in order to receive the income, or is not enforcing payment of such income the SBHA will use the amount as income.

- C. Income from assets and asset income. Annual income includes amounts derived from assets to which family members have access. When assets are included in the calculation of annual income, it is the net income (actual or imputed income) derived from the assets, not the value of the assets, that is counted. There is currently no upper limit on the value of the assets that a family in the HCV program may own. The value of a family’s assets may affect the family’s annual income. If the total cash value of all family assets is \$5,000 or less, annual income includes the actual anticipated income from assets. If the total cash value of all family assets is more than \$5,000, annual income includes the greater of the actual anticipated income from assets or the imputed income from assets.

To arrive at the family’s “final asset income” the SBHA will use the following six-step process:

1. Identifying assets – an asset is something that has monetary value, such as cash, a savings account, stock in a company, a house, or a parcel of land. If an asset is not accessible to any family member, it should not be listed as an asset. The SBHA will consider the following questions in determining whether or not an asset is accessible to a family member:
 - a. Is an asset held in a family member’s name?
 - b. Is a family member’s social security number associated with the asset?
 - c. Can a family member withdraw funds from or sell the asset?
 - d. Does the asset and any income that it produces accrue to the benefit of a family member?
 - e. Is a family member responsible for paying taxes on income generated by the asset?
 - f. Does anyone else have access to the asset? (For example, an asset that is jointly owned and proportioned out.)

Assets **do** include some of the most common types such as cash, savings and checking accounts, certificates of deposit (CD’s), stocks, bonds, mutual funds, and other investment accounts, life insurance policies that have a cash value, real property, personal property held as an investment (such as gems, jewelry, coin collections, and antique cars), employer pension and retirement funds, IRA’s Keogh accounts, and similar retirement savings accounts, annuities and trusts.

Assets **do not** include necessary items of personal property (furniture, clothing, vehicles), interest in Indian trust lands, the value of an owner-occupied home currently being purchased with voucher homeownership assistance(this exclusion is limited to the first 10 years after the purchase date of the home), assets that are part of an active business or farming operation. (HUD and the SBHA have clarified that rental properties are considered business assets only if real estate is a family member’s main occupation. Otherwise they are considered personal property held as an investment.)

2. Determining the Market Value of Assets – The market value of an asset is its worth or what a buyer would pay if the asset were offered for sale on the open market. (For a bundle of cash, this is simply the amount of money in the bundle. For a piece of real estate, this is the price the property would bring on the open market, which is usually referred to as the fair market price. For interest-generating assets, such as savings accounts or certificates of deposit (CD’s), market value is needed to determine actual anticipated income from assets to anticipate how much actual asset income will be generated over a 12- month period. For other assets, market value is needed to determine the cash value of assets.)

The SBHA will attempt to determine the market value by third party verification, the family’s self declaration, and in the case of real estate an appraisal may need to be done which will be at the family’s expense.

3. Determining the Cash Value of Assets – the cash value of an asset is the market value minus any “reasonable costs” that would be incurred to convert the asset to cash. In other words, the amount the family would actually receive if it converted the asset to cash.

A family **is not** required to convert any of its assets to cash in order to receive housing assistance. The SBHA must determine the cash value of a family’s assets only because it is a necessary step when calculation income from assets under program requirements.

The term “net cash” has the same meaning as cash value, so when the regulations refer to “net family assets” they mean the cash value of family assets.

Reasonable costs include penalties for premature withdrawal of funds, broker and legal fees for selling assets or converting them to cash, settlement costs for real estate transactions.

4. Determining Actual Anticipated Income from Assets - Actual anticipated income is the actual net income (gross income minus expenses) expected to be derived from an asset, individually and collectively, over a 12-month period. (Not all assets produce income. If a family owns a piece of land that is lying idle, the land has value, but no actual income for the family. If a checking account pays no interest, the actual anticipated income may be zero.)

HUD regulations specify that such expenses may **not** include “expenditures for capital indebtedness.” When determining the actual anticipated income from an asset any expenses that may be associated with owning the asset should be deducted.

5. Determining Imputed Income from Assets – this step is necessary **only** when the total cash value of the family’s assets is greater than \$5,000. The imputed income is a percentage (2%) of the total cash value of all family assets based on the passbook rate of interest established by HUD for the PHAs within their jurisdiction.

Imputing income from assets is assigning an amount of income to them solely for the sake of the annual income calculation. Imputed income differs from actual anticipated income in that it is hypothetical, not real: in other words, it’s the amount of income a family’s assets **would** produce **if** the total cash value of the assets were deposited in a savings account.

6. Determining Final Asset Income - a family’s final asset income depends on whether or not the total cash value of the family’s assets is greater than \$5,000. If the total cash value is \$5,000 or less, then the final asset income is the total actual anticipated income from the family’s assets. If the total cash value is greater than \$5,000, the final asset income is the **greater** of the total actual anticipated income from the family’s assets or the imputed income from the family’s assets.

Special Asset Issues:

Assets owned jointly by two or more people will be portioned according to the allocated amount to each owner. The family will need to provide documentation for the allocated amounts. If any family member has unrestricted access to a jointly owned asset, the full value of the asset (and, by implication, any income it produces) should be counted. An individual has unrestricted access to a jointly owned asset if he or she can legally dispose of the asset without the consent of the other owners.

Assets disposed of for less than fair market value during the two years prior to the effective date examination or reexamination will also be considered. This applies to cash gifts as well as to property and to most assets when placed in non-revocable trusts. This rule also applies to business assets as well as family (personal) assets. (Note the distinction – current business assets are **not** counted in the determination of family annual income, but business assets disposed of for less than fair market value **are** considered.)

Assets disposed of under the following circumstances are **not** considered assets disposed of for less than fair market value – in a foreclosure or bankruptcy sale or as part of a separation or divorce settlement when the individual disposing of an asset receives “important consideration not measurable in dollar terms.” An example of this would be if a family goes through a divorce or separation and family member lets another family member have the house. If the family member disposing of the asset is under our program we would not consider it as being disposed of for less than fair market value.

The SBHA will consider the difference between the cash value of the asset and the amount actually paid to the family instead of the full cash value of the disposed of asset. Assets disposed of for less than fair market value produce no actual income for a family but the SBHA must impute income to these assets if the total cash value of all family assets exceed \$5,000. The period during which an asset disposed of for less than fair market value must be counted ends two years after the date of disposition. When the two-year period expires, any income assigned to the disposed asset is no longer counted.

The SBHA has set a minimum threshold for counting assets disposed of for less than fair market value at \$5,000. The SHBA will require families to sign self declarations when they are admitted to the HCV program and at each annual reexamination thereafter. This self declaration would enable families either to provide the information required to value any assets they had disposed of for less than fair market value within the last two years or to certify that they had not disposed of any assets for less than fair market value during that period.

The SBHA may verify family declarations on disposed assets only if they do not appear to agree with other information provided by the family.

Lump sums not intended as delayed start of a periodic payment **may** be included in a family's assets only if the family retains some or all of the money in a form recognizable as an asset. If the family were to spend the lump sum, the lump sum would not be counted as an asset. Lump sums that were never classified as assets cannot be considered assets disposed of for less than fair market value. Typical examples of lump sums not intended as periodic payments include – inheritance, capital gains, settlement payments from insurance claims (including health and accident insurance, worker's compensation and insurance against personal or property losses), claim disputes over welfare, unemployment, and similar benefits and lottery winnings received in one payment.

Families will be required to report the receipt of lump sum payments or lump sum additions to family assets at both interim and annual reexaminations.

Treatment of various types of assets:

- Checking and Savings accounts – the SBHA will use the average balance for the last six months in a checking account as its cash value and the current balance in a savings account and its cash value. The actual anticipated income from an interest-bearing checking or savings account will be calculated using the actual interest rate paid by the bank or other financial institute. Maintenance fees charged on these accounts will be deducted from the interest paid on these accounts when anticipated income is determined. The SBHA does not have a minimum threshold for these accounts.
- Cash – cash generates no actual income, but if the sum of all assets is greater than \$5,000 the amount of cash will be counted in the imputed sum.
- Certificates of Deposit – the market value of a fixed-rate, fixed-term CD is the amount originally deposited plus any reinvested interest that has already been paid into the account. The cash value of a CD is the market rate minus the penalty charge for early withdrawal, which may be a flat amount of a certain number of months' worth of interest. The actual anticipated income on a fixed-rate, fixed-term CD is calculated by multiplying the **market** value (not the cash value).
- Stocks, Bonds, Mutual Funds, and other investment accounts – The SBHA will determine the market value of investment accounts and the income they generate by using the average value and rate of return over a period of time. The least amount of period of time would be 3 months.

Interest or dividends paid on an investment account are counted as actual income from the investment even when the money is reinvested. Investment account holders are often required to pay management fees, broker or transactions charges, sales commissions, and the like. These expenses will be deducted when anticipated income is determined.

- Life Insurance – the cash value of any life insurance policies available to an individual before death is considered an asset. Whole life and universal life policies typically have a cash value. Term life insurance policies do not have a cash value.
- Employer-sponsored Pension and Retirement Funds - A family member's employer-sponsored pension or retirement account is considered an asset if the money is accessible to the family member. While a family member is still employed, accessible pension or retirement amounts are counted as an asset even if withdrawal would result in a penalty. However, amounts that would be accessible only if the person retired or terminated employment are not counted.
- Individual Retirement Savings Accounts (IRAs), Keogh accounts, and similar retirement savings accounts are counted as assets even though premature withdrawal would result in a penalty. These accounts are established and

controlled by individuals, and as a general rule, are always accessible to their owners. The funds in individual retirement accounts may be invested in a variety of financial instruments (CDs, stocks, bonds, mutual funds) therefore the SBHA may need to treat them differently depending on the way the funds are invested.

9.3 EXCLUSIONS FROM INCOME

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

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the participant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide is excluded even if they have employment elsewhere. Income is excluded and the SBHA does not verify their income or employment.
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The income of (Kin-Gap) guardianship care payments available to children exiting the juvenile court system is excluded. Kin-Gap payments are subsidies to children leaving the juvenile court system to live with a relative or legal guardian. The payments of behalf of the related child to the tenant household is excluded.
- I. The amounts received from the following programs:
 1. Amounts received under training programs funded by HUD;
 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination, and serving as a member of the Scotts Bluff Housing Authority's governing board may receive more than one such stipend during the same period of time (Public Housing Only);
 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program; (example JTPA)
 6. Temporary, nonrecurring, or sporadic income (including gifts);

7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household, spouse or co-head);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
11. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
12. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
13. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act. of 1977;
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
- c. Payments received under the Alaska Native Claims Settlement Act;
- d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes;
- e. Payments made under HHS's Low-Income Energy Assistance Program;
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians;
- h. The first \$2000 per capita received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interest held in such trust or restricted lands;
- i. Amount of scholarships awarded under Title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
- j. Payments received from programs funded under Title V of the Older Americans Act of 1965;
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability litigation, M.D.L.No.381;
- l. Payments received under the Maine Indian Claims Settlement Act of 1980;
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991;
- o. Payments by the Indian claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation of the Apache Tribe of Mescalero Reservation;
- p. Allowances, earnings and payments to Ameri-Corps participants under the National and Community Service Act of 1990;
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- r. Any amount of crime victim compensation (under the Victims of crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act; and;
- s. Allowances, earning and payments to individuals participating in programs under the Workforce Investment Act of 1998;

- t. The \$600.00 transitional assistance subsidy, for applicants and tenants enrolled in the Medicare transitional assistance program, effective the date of receiving the benefits and any negotiated drug discounts received pursuant to the Medicare prescription drug discount card.
14. The earned income disallowance (EID), is an additional temporary exclusion available to qualified HCV families that include a person with disabilities.

The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded on the first of the following month. This exclusion is only available to the following families:

- a. Families whose income increases as a result of employment of a disabled family member who was previously unemployed (defined as working less than 10 hours a week at the established minimum wage) for one or more years.
- b. Families whose income increases during the participation of a disabled family member in any economic self-sufficiency or other job training program.
- c. Persons with disabilities who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program for at least \$500.

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

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

The SBHA will confirm that the family does qualify for the disallowance and determine the disallowance as directed in 24CFR 5.617. The EID will be tracked by keeping a separate log as well as a log in each family file.

9.4 DEDUCTIONS FROM ANNUAL INCOME

HUD regulations list 5 mandatory deductions for which a family receiving assistance under the HCV program may qualify:

1. Dependent Deduction – every HCV family is entitled to a \$480 deduction for each dependent in the family.
2. Elderly or Disabled Deduction – every elderly or disabled HCV family is entitled to a deduction of \$400. A family may include an elderly or disabled member and still not qualify as an elderly or disabled family. This is a family deduction and each family is entitled to only one deduction even if it qualifies both as an elderly family and a disabled family.
3. Medical Expense Deduction – the medical expense deduction is limited to families whose head, spouse, cohead, or sole member is at least 62 years of age or is a person with disabilities (elderly or disabled families).

If a family qualifies as an elderly or disabled family, the medical expenses of all family members are considered, including the expenses of children and non-elderly adults. Medical expenses must meet two essential criteria: 1. they must be anticipated-that is, they must be expenses that a family anticipates paying in the 12 months following examination or reexamination, 2. they may not be reimbursed by an insurance company of any other outside source. The medical expense deduction is that portion of a family's total annual unreimbursed medical expenses that exceeds 3 percent of their annual income. When a family is making regular payments overtime on a bill for a past one-time medical expense, those payments are included in anticipated medical expenses as long as they are paying that bill. The balance of the bill, if there is one, will be used the following year.

Non-prescription medicines must be doctor recommended and have a specific dosage from the doctor in order to be considered as a medical expense.

4. Disability Assistance Expense Deduction – Only HCV families that include a person with disabilities may qualify for the disability assistance expense deduction. This deduction is not limited to disabled families; any HCV family with a disabled member may qualify.

Disability assistance expenses include costs for attendant care and auxiliary apparatus items for persons with disabilities. Attendant care may include in-home care, adult day care, nursing, housekeeping, personal care, errand services, interpreters for persons with hearing impairments, readers for persons with visual disabilities, and similar care. Auxiliary apparatus items may include wheelchairs, ramps, adaptations to vehicles, scooters, reading devices for persons with visual disabilities, service animals, and similar items. They may also include the cost of maintenance and upkeep for such items (e.g., the food and veterinary costs for a service animal).

To qualify for deduction, disability assistance expenses must be necessary to enable at least one adult family member to work. That member may be the person with disabilities.

In addition, disability assistance expenses must meet these other regulatory requirements:

- Like other elements of annual income, the expenses must be anticipated – that is, they must be costs that a family expects to pay during the 12-month period following certification or reexamination.
- The expenses may not be reimbursed by an outside source, such as an insurance company.
- They may not be paid to any member of the assisted family.
- They must be reasonable – must not exceed the income of the individual that has the earned income.

Like the medical expense deductions, the disability assistance expense deduction is limited to amounts that exceed 3 percent of a family's income. The disability assistance expense deduction is also limited to the amount of income earned by the adult family member or members who are enabled to work by the assistance. If a disability assistance expense enables more than one person to be employed, the incomes of all the persons must be combined to determine the ceiling on allowable expenses. For example, if an auxiliary apparatus enables an adult family member with disabilities to be employed and frees another adult family member to be employed, the deduction may not exceed the combined incomes of those two people.

An elderly or disabled family may qualify for both medical and disability assistance expenses. The SBHA must use a special calculation to ensure that the family's 3 percent threshold is applied only one time. Since the deduction for disability assistance expenses is limited by the amount earned by the adult family member who is enabled to work, the disability assistance expense deduction must be calculated **before** the medical expense deduction.

5. Child Care Expense Deductions – child care expenses are deductible only if they are necessary to enable a family member to engage in one of the following three activities:
 - a. Be gainfully employed – if a family member qualifies for the child care expense deduction by working, the deduction may not exceed the amount of employment income that is included in the annual income.
 - b. Actively seeking work.
 - c. Furthering his or her education – Education may include academic or vocational training.

To be deductible, child care expenses must also satisfy these other regulatory requirements:

- a. The expenses must be anticipated – they must be costs that a family expects to pay during the 12-month period following certification or reexamination.
- b. The expenses must be for the care of children under the age of 13. HUD has defined “children” in this context to include foster children. Child support payments made by an assisted family to another on behalf of a child who is not living with the family are not a deductible child care expense. Expenses for the care of a disabled child age 13 or older are not deductible as child care expenses; however, they may be deductible as disability assistance expenses.
- c. The expenses may not be reimbursed by a source outside the family.
- d. The expenses must be reasonable. – The comparisons should include comparison of the hours that a family member engages in an eligible activity with the hours during which child care is provided. The SBHA may allow extra time for transportation.

The SBHA may **not** decide either who will provide child care for a family's children or what type of care the children may have.

The SBHA may **not** refuse to give a family the child care expense deduction because there is an unemployed adult member in the household that may be available to provide child care.

If child care is necessary to permit employment, the amount deducted may not exceed “the amount of employment income that is included in annual income. The earnings cap on child care expenses applies only when the expenses enable a family member to work. It does not apply if the expenses enable a family member to seek work or to further his or her education.

If child care expenses enable more than one member of the family to work, the SBHA will assume that the child care expenses enable the lowest paid individual to work unless this obviously is not the case.

If child care expenses enable a family member both to work and to go to school the SBHA must prorate the child care expenses so that the portion that corresponds to the hours the family member works can be compared with the amount earned during those hours.

If child care expenses and disability assistance expenses are necessary to enable a family member to work the same employment income cannot be used to justify both expenses. In other words, the sum of both child care expenses and disability assistance expenses may not exceed the employment income of the family member enabled to work.

9.5 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a Section 8 participant receives a letter or notice from HUD concerning the amount of verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the participant.
- A. The Section 8 employee shall reconcile any difference between the amount reported by the participant and the amount listed in the HUD communication. This shall be done as promptly as possible.
- B. After the reconciliation is complete, the Scotts Bluff Housing Authority shall, if appropriate, adjust the participant's rental contribution beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar day of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the participant has not previously reported the proper income, the Scotts Bluff Housing authority shall do one of the following:
 - 1. Immediately collect the back over paid assistance paid by the agency;
 - 2. Establish a repayment plan for the resident to pay the sum due to the agency;
 - 3. Terminate the participant from the program for failure to report income; or
 - 4. Terminate the participant from the program for failure to report income and collect the back over paid assistance paid by the agency.

9.6 COOPERATING WITH WELFARE AGENCIES

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

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

10.0 VERIFICATION

The Scotts Bluff Housing Authority will verify information related to waiting list preferences, eligibility, admission and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and allowable deductions will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full time student status of family members 18 years of age and older, Social Security Numbers, citizenship/eligible non-citizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance. All family members 18 years of age or older are required to sign a consent form to authorize the release of information (HUD - 9886).

10.1 ACCEPTABLE METHODS OF VERIFICATION

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

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

- 1. Enterprise Income Verifications (V)
EIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current EIV resources include the following:

- a. Enterprise Income Verification (EIV) - HUD's online wage and benefit system that allows the SBHA to verify tenant-reported income from an independent source in computerized form.
- b. State Wage Information Collection Agencies (SWICAS)
- c. State systems for the Temporary Assistance for Needy Families (TANF) program
- d. Credit Bureau Information (CBI) credit reports
- e. Internal Revenue Service (IRS) Letter 1722
- f. Private sector database (e.g. The Work Number)

The Scotts Bluff Housing Authority will use additional EIV resources available by HUD. Enterprise income verification through computer matching will be used to verify wages, unemployment, TANF and Social Security Benefits.

When there is not a substantial difference between EIV data and participant-provided documents (such as pay stubs), SBHA may use EIV to satisfy their regulatory obligation to obtain third-party verification. In such cases, SBHA is not required to obtain additional third-party verification from employers.

When there is a substantial difference between EIV and participant-provided documents, third-party verification is still required. This requirement would apply when:

- a. A participant discloses an employer that is not represented in the EIV system.
- b. EIV reveals an employer or other income source that a participant did not disclose.
- c. The income amounts on EIV and participant-provided documents are substantially different.

HUD defines substantial difference as \$200.00 or more per month.

2. Third - Party Written Verifications

This type of verification includes written documentation, with forms sent directly to and received directly from a source. Verifications received electronically directly from the income source are considered third party written verifications. Verifications hand carried by clients will not be considered third party verifications unless the verification is from a governmental agency.

Scotts Bluff Housing Authority will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- a. Social Security Administration
- b. Veterans Administration
- c. Welfare Assistance
- d. Unemployment Compensation Board
- e. City or County Courts

Third-party written verifications may also be used to supplement Enterprise Income Verifications.

Third party verification of SS and SSI benefits shall be obtained from HUD's on-line system (Enterprise Income Verification). If TASS change to EIV is not available or not current, then verification shall be obtained directly from the SSA. If either of these forms is not obtainable, then the file shall be documented as to why third party verification was not used.

3. Third-Party oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date, position, title and time of the conversation, the phone number (if applicable) along with the confirmed verified information.

If no written response, the SBHA will use oral verification to secure information in 3-5 business days. If no written or oral verifications, the SBHA will use photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

4. Review of documents

When EIV, written and oral third party verifications are not available the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s). All family supplied documents must be dated within 60 days of the family's interview.

Acceptable family provided documents include:

- a. Consecutive and original pay stubs (last 3 months)
- b. Social security Administration award letter
- c. Bank statements (last 2 current)
- d. Pension benefit statements
- e. Temporary Assistance to Needy Families (TANF) award letter
- f. Other official and authentic documents from a Federal, State or local agency

5. Self-Certification and Self declaration

When EIV, written and oral third party verifications are not available within the 14 calendar day period allowed, and hand-carried verification cannot be obtained, the Housing Authority will accept an affidavit or statement of reported income/non-income, benefit/non-benefit and/or allowable deductions. The SBHA will require such certifications/declarations to be notarized or signed in the presence of a SBHA staff person. This verification method should be used as a last resort signed by the head, spouse, co-head, or other adult family member.

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

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

10.2 TYPES OF VERIFICATION

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

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	A valid Social Security card issued by the SSA or third party documentation stating the SSN.
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Receipt of SS or SSI disability benefits, medical documentation from a professional source.	Proof of SSI or Social Security disability payments.
	The SBHA will send a verification form to	For high school and/or college

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Full time student status (if >18)	the institution the student is attending.	students, any documentation evidencing enrollment (current enrollment status letter, current school transcript or most recent grade report)
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	The SBHA will send a verification form to the provider.	Document review which includes receipts or paid invoices signed by the provider or a letter or statement signed by the care provider.
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills, records of payment, receipts for care costs signed by a health care provider, copies of payment agreements showing costs or a payment plan for medical equipment.
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls or canceled checks verifying medical insurance premiums, payments to physicians and live in –aides.
Value of and Income from Assets		
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDs, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment.	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth.
Cash value of whole life insurance policies	Letter from insurance company	Current statement

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	The SBHA will send a verification form to the employer.	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services. The SBA will fax a verification form to child support.	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers' comp, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out- of-pocket expenses incurred in order to participate in a program 	

10.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS

The citizenship/ eligible non-citizen status of each family member regardless of age must be determined. The SBHA may request further verification of the family members status. (Examples include a U.S. Passport, resident alien card, social security card or other appropriate documentation 3.6-40)

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury.

Prior to being admitted or at the first reexamination, all eligible non-citizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Scotts Bluff Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Scotts Bluff Housing Authority also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Scotts Bluff Housing Authority will mail information to the INS so a manual check can be made of INS records.

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

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program. If they are members of families that include citizens, the rent must be pro-rated.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members. (Must sign non-contending form)

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

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

If the Scotts Bluff Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 5 years from the date of termination.

10.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, each family member who has a Social Security Number and who is at least six years of age must provide verification of his or her Social Security Number. New family members at least six years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Scotts Bluff Housing Authority will accept letters from Social Security that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Driver's license, military ID, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security Number they will be required to sign a statement to this effect. An adult must sign for minor Children. The Scotts Bluff Housing Authority will not require any individual who does not have a Social Security Number to obtain a Social Security Number.

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

If a member of a participating family indicates they have a Social Security Number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to 14 calendar days to provide the verification (also applies to individuals who are at least 62 years of age). If the individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated.

Note: The SBHA may include other documents it may accept in lieu of a social security card. Some examples or other documents (containing the SSN) that PHAs may accept are:

- A driver's license.
- 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.
- Benefit award letters from government agencies.
- Retirement benefit letter
- Life insurance policies
- Court records (real estate, tax notices, marriage and divorce, judgment, or bankruptcy records)

REQUIRED CONSENT BY APPLICANTS & PARTICIPANTS

Each member of the family of an assistance applicant or participant, who is at least 18 years of age, and each family head and spouse, regardless of age, shall sign one or more consent forms.

PHAs must ensure that they are using appropriate consent forms to obtain specific information. The HUD Form 9886 authorizes HUD and the PHA to obtain third party verification of the following:

1. Any income information or materials from State Wage information Collection Agencies (SWICA).
2. Income information obtained from previous and current employers.

The HUD form 9886 authorizes HUD **only**, to obtain third party verification of the following:

- Income information from the SSA.
- Income Tax Return information from the IRS.

Acceptable Participant-Provided Documents

Housing program participants have an obligation to the PHA to provide any letter or other notice, including any letter or notice from HUD that provides information concerning the amount or verification of family income, per section 3(f) of the U.S. Housing Act of 1937, as amended. In support of the tenant's declaration of income, the PHA may review original (authentic) documents provided by the participant. All documents should be **dated within the last 60 days** of the interview. The PHA should make a photocopy of the original document(s) and maintain the copy in the participant case file. The PHA should also document in the tenant file, the receipt copy, and review participant-provided documents:

1. Consecutive an original pay stubs
2. Social Security Administration award letter
3. Bank statements
4. Temporary Assistance to Needy Families (TANF) award letter
5. Other official and authentic documents from a Federal, State, or local agency.

10.5 TIMING OF VERIFICATION

Verification must be dated within 120calendar days of certification or reexamination to remain valid. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will verify and update.

10.6 FREQUENCY OF OBTAINING VERIFICATION

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

For each family member age 6 and above, verification of Social Security Number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security Number at admission receives a Social Security Number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

11.0 RENT AND HOUSING ASSISTANCE PAYMENT

11.1 RENT REASONABLENESS

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

- A. Before any increase in rent to owner is approved;
- B. If 60 calendar days before the contract anniversary date there is a 5% decrease in the published FMR as compared to the previous FMR; and
- C. If the Housing Authority or HUD directs that reasonableness be re-determined.

11.2 COMPARABILITY

In making a rent reasonableness determination, the Housing Authority will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. The Housing Authority will consider the location, quality, size, and number of bedrooms, age, amenities, housing services, maintenance and utilities of the unit and the comparable units. The results of this determination shall be documented in the participant's file.

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

The Housing Authority will establish minimum base rent amounts for each unit type and bedroom size. To the base the Housing Authority will be able to add or subtract the dollar value for each characteristic and amenity of a proposed unit.

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

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

Ensuring Reasonable Rents

PHA's do not have to wait until the Housing Assistance Payments (HAP) contract anniversary date to review owner rents and reduce them if warranted. The PHA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units in accordance with the regulations at §982.507 (b) and the HAP contract. The PHA should ensure that owner rents do not exceed the amount being charged by the owner for unassisted units in the same building or complex. The initial rent and all rent increases must comply with any State or local rent control limits. Further, any owner leasing promotions for unassisted tenants (e.g., the initial 2 months of occupancy are "rent free") must be taken into consideration in determining rent reasonableness.

The PHA must provide written notice, in accordance with the HAP contract, to the owner before reducing unreasonable rents. Rents may be reduced as early as the first of the following month. If the rent to owner is not reasonable as most recently determined by the PHA, the owner must reduce the rent to the reasonable amount or the HAP contract must be terminated. In such cases, the family will be issued a voucher to find a new unit, and any lower payment standard or correction to the family unit size would be applicable immediately.

Even if an owner's rent is reasonable, a PHA could request the owner to voluntarily agree to a temporary rent reduction or defer a rent increase to avoid termination of family assistance and HAP contract termination. It is the owner's option to agree to such measures.

11.3 MAXIMUM SUBSIDY

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

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

11.3.1 Setting the Payment Standard

The Statute requires that the payment standard be set by the Housing Authority at between 90 and 110% of the FMR. The Scotts Bluff Housing Authority will review its determination of the payment standard quarterly after publication of the FMRs. The Scotts Bluff Housing Authority will consider vacancy rates and rents in the market area, size and quality of units leased under the program, rents for units leased under the program, success rates of Housing Choice voucher holders in finding units, and the percentage of annual income families are paying for rent under the Voucher Program. If it is determined that success rates will suffer or that families are having to rent low quality units located only in poverty impacted neighborhoods, or pay over 40% of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships. The objective is to allow families a reasonable selection of modest, decent, and safe housing in a range of neighborhoods.

The Scotts Bluff County Housing Authority may establish a higher payment standard (although still within 110% of the published fair market rent) as a reasonable accommodation for a family that includes people with disabilities. With approval of the HUD Field Office, the payment standard can go to 120%.

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

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

If the payment standard increases between the time the SBHA completes a batch of reexaminations and the date the reexaminations become effective, the SBHA will delay adoption of the new payment standard for a reasonable period (as long as the current payments standard is within the basic range).

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

11.3.2 Selecting the Correct Payment Standard for a Family

- A. For the HC voucher tenancy, the payment standard for a family is the lower of:
 - 1. The payment standard for the family unit size; or
 - 2. The payment standard for the unit size rented by the family.
- B. If the unit rented by a family is located in an exception rent area, the Housing Authority will use the appropriate payment standard for the exception rent area.
- C. During the HAP contract term for a unit, the amount of the payment standard for a family is the higher of:
 - 1. The initial payment standard (at the beginning of the lease term) minus any amount by which the initial rent to owner exceeds the current rent to owner; or
 - 2. The payment standard as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.

- D. At the next annual reexamination following a change in family size or composition during the HAP contract term and for any reexamination thereafter, paragraph C above does not apply.
- E. If there is a change in family unit size resulting from a change in family size or composition, the new family unit size will be considered when determining the payment standard at the next annual reexamination.

11.3.3 Area Exception Rents

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

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as the Housing Authority requests and HUD approves a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires. (The Scotts Bluff Housing Authority has no exception rents)

11.4 ASSISTANCE AND RENT FORMULAS

A. Total Tenant Payment

The total tenant payment is equal to the highest of the following amounts, rounded to the nearest dollar:

1. 10% of monthly gross income
2. 30% of adjusted monthly income
3. Minimum rent \$50.00
4. The welfare rent N/A
5. Rent plus utilities minus total tenant payment
6. Plus any rent above the payment standard.

B. Minimum Rent.

The Scotts Bluff Housing Authority has set the minimum rent as \$ 50.00, however, if the family requests a hardship exemption, the Scotts Bluff Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When a death has occurred in the family
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 Calendar days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

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

C. Section 8 Preservation Vouchers

1. Payment Standard
 - a. The payment standard is the lower of:
 - i. The payment standard amount for the appropriate family unit size; or
 - ii. The payment standard amount for the size of the dwelling unit actually rented by the family.
 - b. If the dwelling unit is located in an exception area, the Scotts Bluff Housing Authority will use the appropriate payment standard for the exception area. (The Scotts Bluff Housing Authority has no exception area)
 - c. During the HAP contract term, the payment standard for the family is the higher of:
 - i. The initial payment standard (at the beginning of the HAP contract term), as determined in accordance with paragraph (1)(a) or (1)(b) of this section, minus any amount by which the initial rent to the owner exceeds the current rent to the owner; or
 - ii. The payment standard as determined in accordance with paragraph (1)(a) or (1)(b) of this section, as determined at the most recent regular reexamination of family income and composition effective after the beginning of the HAP contract term.
 - d. At the next regular reexamination following a change in family composition that causes a change in family unit size during the HAP contract term, and for any examination thereafter during the term:
 - i. Paragraph (c)(i) of this section does not apply; and
 - ii. The new family unit size must be used to determine the payment standard.
2. The Scotts Bluff Housing Authority will pay a monthly housing assistance payment on behalf of the family that equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The gross rent minus the total tenant payment.

D. Manufactured Home Space Rental: Section 8 Vouchers (The Scotts Bluff Housing Authority does not do)

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by the Housing Authority:
 - a. Rent to the owner for the manufactured home space;
 - b. Owner maintenance and management charges for the space; and
 - c. Utility allowance for participant paid utilities.
3. The participant pays the rent to owner less the HAP.
4. HAP equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The rent paid for rental of the real property on which the manufactured home owned by the family is located.

E. Rent for Families under the Non-citizen Rule

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

1. The family was receiving assistance on June 19, 1995;
2. The family was granted continuation of assistance before November 29, 1996;
3. The family's head or spouse has eligible immigration status; and
4. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

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

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated participant rent equals the prorated family share minus the full utility allowance.

11.5 UTILITY ALLOWANCE

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

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

The Housing Authority reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10% more or less in the utility rate since the last time the utility allowance schedule was revised. The Housing Authority maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Scotts Bluff Housing Authority.

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

The PHA may review utility allowances to determine if they are too high. Changes in utility allowances may be implemented immediately, but not later than the next regularly scheduled reexamination of family income.

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

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

11.6 DISTRIBUTION OF HOUSING ASSISTANCE PAYMENT

The Housing Authority pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made within 5 business days of when due after the first two months of the HAP contract term, the owner may charge the Scotts Bluff Housing Authority a late payment, agreed to in the Contract and in accordance with generally accepted practices in the Scotts Bluff jurisdiction if the following conditions apply:

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner.
- C. Initial lease-up units must pass by the 1st of the month to qualify for a full HAP payment. Units passing on the 2nd of the month or later will have contracts starting on the first of the following month. The HA will review the contracts starting on the first of the following month. The HA will review the PUC (Per Unit Cost) allocation and HAP costs. Quarterly adjustments will be allowed to bring PUC in line with budget which may include non-payment of the pro-rate HAP. Landlords will receive immediate notification with their monthly checks if the pro-rata HAP is discontinued or re-established. There will be no pro-ration of rents for units which pass on the 26th or later of the month.
- D. When a family's income is low enough such that the total subsidy is an amount greater than the rent to owner, the SBHA makes a payment to cover the utility costs. This payment is known as the utility reimbursement. This situation occurs only when the family is responsible for paying part of all of the utilities. The SBHA will make the utility reimbursement payment (URP) directly to the utility provider.

Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of the Scotts Bluff Housing Authority.

A housing assistance payment is considered made upon being mailed by the Scotts Bluff Housing Authority.

Unless otherwise terminated, the housing assistance payment contract shall end 180 calendar days after the last housing assistance payment is made.

11.7 CHANGE OF OWNERSHIP

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

In addition, the Scotts Bluff Housing Authority requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Deed of Trust showing the transfer of title; and
- B. Tax Identification Number or Social Security Number.

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

12.0 INSPECTION POLICIES, HOUSING QUALITY STANDARDS, AND DAMAGE CLAIMS

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

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

If the family misses the scheduled inspection and fails to reschedule the inspection, the Scotts Bluff Housing Authority will only schedule one more inspection. If the family misses two inspections, the Scotts Bluff Housing Authority will consider the family to have violated a Family Obligation and their assistance will be terminated.

12.1 TYPES OF INSPECTIONS

There are seven types of inspections the Scotts Bluff Housing Authority will perform:

1. Initial Inspection - An inspection that must take place to insure that the unit passes HQS before assistance can begin.
2. Annual Inspection - An inspection to determine that the unit continues to meet HQS.
3. Complaint Inspection - An inspection caused by the Authority receiving a complaint on the unit by anyone.
4. Special Inspection - An inspection caused by a third party, i.e. HUD, needing to view the unit.
5. Emergency - An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
6. Move Out Inspection (if applicable) – An inspection required for units in service before October 2, 1995, and optional after that date. These inspections document the condition of the unit at the time of the move-out.
7. Quality Control Inspection - Supervisory inspections based on at least the minimum number required by the section 8 management assessment program.

12.2 OWNER AND FAMILY RESPONSIBILITY

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

3. The Scotts Bluff Housing Authority will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the Scotts Bluff Housing Authority and the Scotts Bluff Housing Authority verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any Scotts Bluff Housing Authority approved extension). If the required repair is not made in a timely manner, the rent shall be abated beginning with the next rent check. If check is abated, the assistance shall be cancelled.
 4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, the Scotts Bluff Housing Authority may terminate assistance to a family because of the HQS breach caused by the family.
- B. Family Responsibility for HQS
1. The family is responsible for a breach of the HQS that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the participant; or
 - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
 2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any Scotts Bluff Housing Authority approved extension).
 3. If the family has caused a breach of the HQS, the Scotts Bluff Housing Authority will take prompt and vigorous action to enforce the family obligations. The Scotts Bluff Housing Authority may terminate assistance for the family in accordance with 24 CFR.

12.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR

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

A. Sanitary Facilities

1. Performance Requirements:

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.
2. Acceptability Criteria
 - a. The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
 - b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
 - c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
 - d. The facilities must utilize an approved public or private disposal system (including a locally approved septic system).

B. Food Preparation and Refuse Disposal

1. Performance Requirements:
 - a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
 - b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).
2. Acceptability Criteria
 - a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a resident-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approved public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

C. Space and Security

- 1. Performance Requirement:
The dwelling unit must provide adequate space and security for the family.
- 2. Acceptability Criteria
 - a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
 - b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
 - c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
 - d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

D. Thermal Environment

- 1. Performance Requirement:
The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.
- 2. Acceptability Criteria
 - a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
 - b. The dwelling unit must not contain 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
 - a. There must be at least one window in the living room and in each sleeping room.
 - b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
 - c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

F. Structure and Materials

- 1. Performance Requirement:
The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.
- 2. Acceptability Criteria
 - a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
 - b. The roof must be structurally sound and weather tight.
 - c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

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

G. Interior Air Quality

- 1. Performance Requirement:
The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.
- 2. Acceptability Criteria
 - a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
 - b. There must be adequate air circulation in the dwelling unit.
 - c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
 - d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

H. Water Supply

- 1. Performance Requirements:
The water supply must be free from contamination.
- 2. Acceptability Criteria:
The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination.

I. Lead-based Paint

- 1. Definitions:
 - a. Chewable surface: Protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age; for example, protruding corners, window sills and frames, doors and frames, and other protruding woodwork.
 - b. Component: An element of a residential structure identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.
 - c. Defective paint surface: A surface on which the paint is cracking, scaling, chipping, peeling, or loose.
 - d. Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.
 - e. HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.
 - f. Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm^2), or 0.5 % by weight or 5000 parts per million (PPM).
- 2. Performance Requirements:
 - a. The purpose of this paragraph of this Section is to implement Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4822, by establishing procedures to eliminate as far as practicable the hazards of lead-based paint poisoning for units assisted under this part. This paragraph is issued under 24 CFR and supersedes, for all housing to which it applies.
 - b. The requirements of this paragraph of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart A of 24 CFR apply to all units constructed prior to 1978 covered by a HAP contract under part 982.
 - c. If a dwelling unit constructed before 1978 is occupied by a family that includes a child under the age of six years, the initial and each periodic inspection (as required under this part), must include a visual inspection for defective paint surfaces. If defective paint surfaces are found, such surfaces must be treated in accordance with paragraph k of this Section.
 - d. The Housing Authority may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint, as defined in paragraph 1(f) of this Section. For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.

- e. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of Housing Authority notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by paragraph k of this Section may be delayed for a reasonable time.
- f. The requirements in this paragraph apply to:
 - i. All painted interior surfaces within the unit (including ceilings but excluding furniture);
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age (including walls, stairs, decks, porches, railings, windows and doors).
- g. In addition to the requirements of paragraph c of this Section, for a dwelling unit constructed before 1978 that is occupied by a family with a child under the age of six years with an identified EBL condition, the initial and each periodic inspection (as required under this part) must include a test for lead-based paint on chewable surfaces. Testing is not required if previous testing of chewable surfaces is negative for lead-based paint or if the chewable surfaces have already been treated.
- h. If a person tests positive, testing must be conducted by a State or local health or housing agency, an inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD. Lead content must be tested by using an X-ray fluorescence analyzer (XRF) or by laboratory analysis of paint samples. Where lead-based paint on chewable surfaces is identified, treatment of the paint surface in accordance with paragraph k of this Section is required, and treatment shall be completed within the time limits in paragraph c of this Section.
- i. The requirements in paragraph g of this Section apply to all protruding painted surfaces up to five feet from the floor or ground that are readily accessible to children under six years of age:
 - i. Within the unit;
 - ii. The entrance and hallway providing access to a unit in a multi-unit building; and
 - iii. Exterior surfaces (including walls, stairs, decks, porches, railings, windows and doors).
- j. In lieu of the procedures set forth in paragraph g of this Section, the Housing Authority may, at its discretion, waive the testing requirement and require the owner to treat all interior and exterior chewable surfaces in accordance with the methods set out in paragraph k of this Section.
- k. Treatment of defective paint surfaces and chewable surfaces must consist of covering or removal of the paint in accordance with the following requirements:
 - i. A defective paint surface shall be treated if the total area of defective paint on a component is:
 - (1) More than 10 square feet on an exterior wall;
 - (2) More than 2 square feet on an interior or exterior component with a large surface area, excluding exterior walls and including, but not limited to, ceilings, floors, doors, and interior walls;
 - (3) More than 10% of the total surface area on an interior or exterior component with a small surface area, including, but not limited to, windowsills, baseboards and trim.
 - ii. Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro-blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
 - iii. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro-blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces.
 - iv. During exterior treatment soil and playground equipment must be protected from contamination.
 - v. All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.
 - vi. Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.
- l. The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

- m. Prior to execution of the HAP contract, the owner must inform the Housing Authority and the family of any knowledge of the presence of lead-based paint on the surfaces of the residential unit.
- n. The Housing Authority must attempt to obtain annually from local health agencies the names and addresses of children with identified EBLs and must annually match this information with the names and addresses of participants under this part. If a match occurs, the Housing Authority must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, the Housing Authority must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move.
- o. The Housing Authority must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, the Housing Authority must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.
- p. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

J. Access

1. Performance Requirements:

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

K. Site and Neighborhood

1. Performance Requirements:

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

2. Acceptability Criteria:

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

L. Sanitary Condition

1. Performance Requirements (the dwelling unit and its equipment must be in sanitary condition).

2. Acceptability Criteria (the dwelling unit and its equipment must be free of vermin and rodent infestation).

M. Smoke Detectors

1. Performance Requirements:

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

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

12.4 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA

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

***** SEE HOUSE FILE *****

12.5 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS

A. Correcting Initial HQS Fail Items

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

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

B. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item in Section 12.6), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s).

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

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, the Scotts Bluff Housing Authority will terminate assistance for the family in accordance with Sections 12.8(B) and 17.0.

C. Time Frames for Corrections

1. Emergency repair items must be abated within 24 hours.
2. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours.
3. Non-emergency items must be completed within time limits listed on inspection report.
4. For major repairs, the owner will have up to 30 days to complete.

12.6 EMERGENCY FAIL ITEMS

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

- A. No hot or cold water
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas, propane, or LP gas leak
- F. Broken lock(s) on first floor doors or windows
- G. Broken windows that unduly allow weather elements into the unit
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Security risks such as broken doors or windows that would allow intrusion
- L. Other conditions which pose an immediate threat to health or safety

12.7 ABATEMENT

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

The initial abatement period will not exceed 30 days. If the corrections or deficiencies are not made within the 30 day time frame, the abatement will continue until the HAP contract is terminated. When the deficiencies are corrected, the Scotts Bluff Housing Authority will end the abatement the day the unit passes inspection. Rent will resume the day the unit passes inspection and be paid the first day of the next month.

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

HAP contracts will be terminated after giving the owner thirty (30) days notice from the first day of a month. It will be sent with the Notice of Abatement. Termination will end any abatement action.

13.0 RESERVED.

14.0 RECERTIFICATION

14.0.1 CHANGES IN LEASE OR RENT

If the participant and owner agree to any changes in the lease, all changes must be in writing, and the owner must immediately give the Scotts Bluff Housing Authority a copy of the changes. The lease, including any changes, must be in accordance with this Administrative Plan.

Owners must notify the Scotts Bluff Housing Authority of any changes in the rent at least sixty (60) calendar days before the changes go into effect. Any such changes are subject to the Scotts Bluff Housing Authority determining them to be reasonable.

Assistance shall not be continued unless the Scotts Bluff Housing Authority has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the new owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms reducing the length of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.

The approval of Scotts Bluff Housing Authority is not required for changes other than those specified in A, B, or C above.

14.1 ANNUAL REEXAMINATION

At least annually within 365 days of the anniversary date of the HAP contract the Scotts Bluff Housing Authority will conduct a reexamination of family income and circumstances (including Criminal Background check). The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

The Scotts Bluff Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination and days scheduled for reporting.

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

Upon receipt of verification, the Scotts Bluff Housing Authority will determine the family's annual income and will calculate their family share.

14.1.1 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATION

The new family share will generally be effective upon the anniversary date with 30 calendar days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30 day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

Landlord's may request annual rent increases not to exceed the HUD current limit in writing to the Scotts Bluff Housing Authority and tenant 60 calendar days before HAP contract anniversary. Any such changes are subject to the Scotts Bluff Housing Authority determining them to be reasonable. Project Based Vouchers requires 120 calendar day notice

Landlord's wanting to go above HUD's annual increase limit may do so by negotiating a new contract with HA and the participant with 60 calendar days prior notice to both parties are subject to the Scotts Bluff Housing Authority determining them to be reasonable. Rent increase can only be done in conjunction with annual dates.

14.1.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise Scotts Bluff Housing Authority taking action to terminate the family's assistance, and will inform the family of its right to request an informal hearing.

If the family is a participant in the Housing Choice Voucher Program and they fail to recertify for their annual reexamination (no show annual) their assistance WILL be terminated. The family will not be eligible to apply for assistance again for ninety (90) days from that annual date.

14.2 INTERIM REEXAMINATIONS

During an interim reexamination all the information reported will be reviewed and verified.

Families will be required to report any increase in income. A rent adjustment will not be conducted if the increase is less than \$1000.00 a year.

Families are required to report the following changes to the Scotts Bluff Housing Authority within 10 business days between regular reexaminations. These changes will trigger an interim reexamination:

- A. An increase/decrease or change of income.
- B. A member has been added to the family through birth, adoption or court-awarded custody.
- C. A household member is leaving or has left the family unit.
- D. Family break-up

Split Households may not claim the same child and in order for the Scotts Bluff Housing Authority to determine unit size the following will prevail in the Scotts Bluff Housing Authority's decision:

1. The injured party in domestic violence will be allowed to claim the child. (verification requested)
2. The applicant who has the child the greater period of time in a 12 month period. (verification requested)
3. The applicants may decide between themselves and give written verification of their decision.
4. Child custody may be determined in who is receiving TANF, Child Support or means of support for the child or children.
5. Divorce or separation papers may indicate child custody.

6. If the child does not currently reside with the applicant, the Scotts Bluff Housing Authority will consider the child part of the family only if there is evidence that the child would reside with the applicant if the applicant were to receive Housing assistance.
7. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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

In order to add a household member other than through birth, adoption or court ordered custody (including a live-in aide) the family must request that the new member be added to the lease before adding the new member to the lease. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Scotts Bluff Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Scotts Bluff Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2. The owner must give his/her approval for the person to be added.

Families are required to report all changes within 10 days. An interim reexamination based on an increase or decrease of income, allowable expenses, or other changes in family circumstances will be required.

SHA will make decreases effective the first month following the verified decrease. If a family member has terminated employment or employment ceased due to the action of the employee, SHA will make a rent decrease effective 90 days following the month the decrease was reported. SHA will evaluate "good cause" verifiable circumstances such as employer discrimination, medical, etc. on case by case basis.

If during this 90 days duration a family finds other employment, they must report to our office immediately. Rent will be adjusted accordingly.

14.2.1 Special Reexaminations

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, the Scotts Bluff Housing Authority may schedule special reexaminations every 60 calendar days until the income stabilizes and an annual income can be determined.

14.2.2 Effective Date of Rent Changes Due to Interim or Special Reexaminations

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

Participants in the voucher program must agree to pay back any amount owed the Scotts Bluff Housing Authority within six (6) months of the rent adjustment determining the participant owes the Housing Authority. Failure to abide by the Repayment Agreement will result in the participant having their assistance terminated, giving a 30 day notice to the Landlord and the Participant.

If the participant requires a longer period of time to pay back any amount owed the Scotts Bluff Housing Authority the length of time will be determined on a case by case basis by the Housing Authority.

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

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

14.3 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

If the Scotts Bluff Housing Authority makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back to most recent annual date. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

15.0 TERMINATION OF ASSISTANCE TO THE FAMILY BY THE SCOTTS BLUFF HOUSING AUTHORITY

The Scotts Bluff Housing Authority may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program;
- B. If the family was evicted from housing under the Section 8 program for serious violations of the lease;
- C. If a family member fails to sign and submit consent forms;
- D. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If the Scotts Bluff Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section for a period of 5 years from the date of termination;
- E. Have a household member who is currently engaging in illegal use of a drug.
- F. Have a household member whose pattern of illegal drug use interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- G. Have a household member who has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing;
- H. Have a household member who is subjected to a lifetime registration requirement under a State sex offender registration program;
- I. If any member of the family commits drug-related or violent criminal activity in violation of Section 2.3 of this Administrative Plan and 24 CRF 982.551;
- J. Have a household member whose abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
- K. Have a household member who is a fugitive felon, parole violator or person fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, that is a felony under the laws of the place from which the individual flees;
- L. Have a family member who violates any family obligation under the program;
- M. Have a family member who has been evicted from federally assisted housing in the last 5 years;
- N. Have a family member that Scotts Bluff Housing Authority has ever terminated assistance for under the program;
- O. Have a family member that has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program;
- P. Currently owes rent or other amounts to the Scotts Bluff Housing Authority or to another Housing Authority in connection with Section 8 or public housing assistance under the 1937 Act;
- Q. Have not reimbursed any Housing Authority for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- R. Have breached an agreement with Scotts Bluff Housing Authority to pay amounts owed to a Housing Authority, or amounts paid to an owner by a Housing Authority;
- S. If a family participant in the Family self-sufficiency Program fails to comply, without good cause, with the family's FSS Contract of Participation;
- T. Have engaged in or threatened abusive or violent behavior towards any Scotts Bluff Housing Authority staff member or resident;

For purposes of this section, the Scotts Bluff Housing Authority may terminate assistance for criminal activity by a household member as authorized in this section if the Scotts Bluff Housing Authority 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 of such activity.

If the Scotts Bluff Housing Authority proposes to terminate assistance for criminal activity as shown by a criminal record, the Scott Bluff Housing Authority will notify the household of the proposed action to be based on the information and must provide the person with the criminal record (i.e., the family member) and the head of household with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record, in accordance with the procedures established for the Informal Hearing for Participants. The household will have 14 days calendar days to dispute the accuracy and relevance of the record in writing.

Any family absent from the unit for more than 30 days without authorization from the SBHA will be terminated from the program. The family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, for any reason.

When a family is going to be absent from the unit they must contact the SBHA. Absences from the unit include, but are not limited to, vacation, hospitalization, or imprisonment.

If a family does not get authorization from the SBHA, the SBHA will attempt to verify an absence. This will be done by sending letters to the families unit, phone calls, home visits, and questions to the landlords or caseworkers.

In circumstances of a family break-up, the Scotts Bluff Housing Authority will make a determination of which family member will retain the housing choice voucher, taking into consideration the following factors:

- A. To whom the housing choice voucher was issued.
- B. The interest of minor children or of ill, elderly, or disabled family members.
- C. Whether the assistance should remain with the family members remaining in the unit.
- D. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse of other member(s) of the household.

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

15.1 Prohibition Against Terminations under the Violence against Women Reauthorization Act (VAWA) of 2005.

The VAWA limits the owner and SBHA's right to terminate tenancy or program assistance under certain circumstances. Specifically the SBHA or the owner(s) may not construe such violence or stalking as a serious or repeated violation of the lease by the victim, as other good cause for terminating the tenancy or occupancy rights of the victim, or as criminal activity justifying the termination of the tenancy, occupancy rights, or program assistance of the victim.

The law provides in part that criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a family household or any guest or other person under the family'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.

Definitions as used in VAWA:

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

Dating Violence - includes violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim: and where the existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship, (2) the type of relationship, (3) the frequency of interaction between the person involved in the relationship;

Stalking - is defined as: (1) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate, (2) to place under surveillance with the intent to kill, injure, harass, or intimidate another person, (3) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person

in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (a) that person, (b) a member of the immediate family of that person, or (c) the spouse or intimate partner of that person;

Immediate family – immediate family member – with respect to a person, is a spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent, or any other person living in the household of that person and related to that person by blood and marriage.

When a tenant or other household member claims that s/he is the victim of such actions the SBHA or owner/manager may request that the individual certify that s/he is a victim of domestic violence, dating violence, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse.

The SBHA will provide tenant or other household member claiming that s/he is a victim of such actions with the form HUD-50066 “Certification of Domestic Violence, Dating Violence, or Stalking”. The individual will be required to come into the SBHA office to obtain the certification and the certification is to be returned to the SBHA office within 14 calendar days. The SBHA may extend the deadline at their discretion. If the individual does not submit the certification with the required time frame (including any approved extension) the SBHA or owner/manager may proceed with terminating the tenancy or assistance of the family.

Evicting or Terminating Assistance of a Perpetrator: Notwithstanding any Federal, State, or local law to the contrary, the SBHA may terminate assistance to, or an owner/manager may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The SBHA and owner/manager retain the authority to terminate the tenancy, occupancy, or program assistance of a victim under either of the following conditions: (1) the termination is for a lease violation premised on something other than an act of domestic violence, dating, violence, or stalking against the victim and the SBHA or owner/manager is holding the victim to a standard no more “demanding” than the standard to which the other tenants are held, (2) the SBHA or owner/manager can demonstrate an “actual and imminent threat to other tenants of those employed at or providing service to the property” if the tenancy of the victim is not terminated.

The SBHA will notify tenants/families of their right under the VAWA by posting information in our office. The SBHA will also notify families at the time of briefings, new admissions, annual reexaminations and any time it is deemed necessary. The SBHA will also provide information to the owners/managers in the same manner.

The tenant’s/family’s right of confidentiality and the limits thereof are provided on the form HUD-50066.

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

16.1 COMPLAINTS

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

16.2 INFORMAL REVIEW FOR THE APPLICANT

A. Informal Review for the Applicant

The Scotts Bluff Housing Authority will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for the Scotts Bluff Housing Authority decision. The notice will state that the applicant may request an

informal review within 14 days from the date of notice of the denial and will describe how to obtain the informal review.

B. When an Informal Review is Not Required

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

1. A determination of the family unit size under the Scotts Bluff Housing Authority subsidy standards.
2. A Scotts Bluff Housing Authority determination not to approve an extension or suspension of a Housing Choice voucher term.
3. A Scotts Bluff Housing Authority determination not to grant approval to lease a unit under the program or to approve a proposed lease.
4. A Scotts Bluff Housing Authority determination that a unit selected by the applicant is not in compliance with HQS
5. A Scotts Bluff Housing Authority determination that the unit is not in accordance with HQS because of family size or composition.
6. General policy issues or class grievances.
7. Discretionary administrative determinations by the Scotts Bluff Housing Authority.

C. Informal Review Process

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

1. The review will be conducted by any person or persons designated by the Scotts Bluff Housing Authority other than the person who made or approved the decision under review or a subordinate of this person.
2. The applicant will be given an opportunity to present written or oral objections to the Scotts Bluff Housing Authority decision.
3. The Scotts Bluff Housing Authority will notify the applicant of the Scotts Bluff Housing Authority decision after the informal review within 5 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Considering Circumstances

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

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were responsibility for wrong or error for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred, the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Scotts Bluff Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

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

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

must be made by the applicant family within 14 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 14 calendar days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 14 calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision to request the review.

16.3 INFORMAL HEARINGS FOR PARTICIPANTS

A. When a Hearing is Required

1. The Scotts Bluff Housing Authority will give a participant family an opportunity for an informal hearing to consider whether the following Scotts Bluff Housing Authority decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations, and Scotts Bluff Housing Authority policies:
 - a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the Scotts Bluff Housing Authority utility allowance schedule.
 - c. A determination of the family unit size under the Scotts Bluff Housing Authority subsidy standards.
 - d. A determination to terminate assistance for a participant family because of the family's action or failure to act.
 - e. A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under the Scotts Bluff Housing Authority policy and HUD rules.
2. In cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Scotts Bluff Housing Authority will give the opportunity for an informal hearing before the Scotts Bluff Housing Authority terminates housing assistance payments for the family under an outstanding HAP contract.

B. When a Hearing is not Required

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

1. Discretionary administrative determinations by the Scotts Bluff Housing Authority.
2. General policy issues or class grievances.
3. Establishment of the Scotts Bluff Housing Authority schedule of utility allowances for families in the program.
4. A Scotts Bluff Housing Authority determination not to approve an extension or suspension of a Housing Choice voucher term.
5. A Scotts Bluff Housing Authority determination not to approve a unit or lease.
6. A Scotts Bluff Housing Authority determination that an assisted unit is not in compliance with HQS. (However, the Scotts Bluff Housing Authority will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.)
7. A Scotts Bluff Housing Authority determination that the unit is not in accordance with HQS because of the family size.
8. A determination by the Scotts Bluff Housing Authority to exercise or not exercise any right or remedy against the owner under a HAP contract.

C. Notice to the Family

1. In the cases described in paragraphs 16.3(A)(1)(a), (b), and (c), of this Section, the Scotts Bluff Housing Authority will notify the family that the family may ask for an explanation of the basis of the Scotts Bluff Housing Authority's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
2. In the cases described in paragraphs 16.3(A)(1)(d), (e), and (f), of this Section, the Scotts Bluff Housing Authority will give the family prompt written notice that the family may request a hearing within 14 days of the notification. The notice will:
 - a. Contain a brief statement of the reasons for the decision; and
 - b. State if the family does not agree with the decision, the family may request a formal hearing on the decision within 14 days of the notification.

D. Hearing Procedures

The Scotts Bluff Housing Authority and participants will adhere to the following procedures:

1. Discovery

- a. The family will be given the opportunity to examine before the hearing any Scotts Bluff Housing Authority documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If the Scotts Bluff Housing Authority does not make the document(s) available for examination on request of the family, the Scotts Bluff Housing Authority may not rely on the document at the hearing.
- b. The Scotts Bluff Housing Authority will be given the opportunity to examine, at the Scotts Bluff Housing Authority's offices before the hearing, any family documents that are directly relevant to the hearing. The Scotts Bluff Housing Authority will be allowed to copy any such document at the Scotts Bluff Housing Authority's expense. If the family does not make the document(s) available for examination on request of the Scotts Bluff Housing Authority, the family may not rely on the document at the hearing.

Note: The term **document** includes records and regulations.

2. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

3. Hearing Officer

- a. The hearing will be conducted by any person or persons designated by the Scotts Bluff Housing Authority, other than a person who made or approved the decision under review or a subordinate of this person.
- b. The person who conducts the hearing will regulate the conduct of the hearing in accordance with the Scotts Bluff Housing Authority hearing procedures.

4. Evidence

The Scotts Bluff Housing Authority and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

5. Issuance of Decision

The person who conducts the hearing must issue a written decision within 5 business days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

FORMAL HEARING: If the participant does not agree with informal decision they have the right to formal hearing.

HEARING PREREQUISITE: All grievances shall be personally presented, in writing, pursuant to the formal procedure.

REQUEST FOR A HEARING: The complainant shall submit a written request for a Hearing to the central office of the Scotts Bluff Housing Authority at 89A Woodley Park Road, Gering, Nebraska 69341. The grievance or complaint must be signed by the complainant and filed in the office by him/her representative within seven (7) working days of the receipt of the summary of discussion. The request may be simply stated, but shall specify the following:

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

A copy of the complaint shall be retained by the complainant and a copy shall be filed in the Scotts Bluff Housing Authority central office. All complaints and or copies must be date-stamped at the time of receipt by the Scotts Bluff Housing Authority.

Escrow Deposits: All such escrow deposits shall be made by cash or cashier's checks. These requirements may be waived by the Scotts Bluff Housing Authority in extenuating circumstances upon written request by the complainant. Unless so waived, the failure to make such payment shall result in the termination of the grievance procedure provided that failure to make payments shall not constitute a waiver of any right the complainant may have to contest the Scotts Bluff Housing Authority's disposition of his/her grievance in any appropriate judicial proceeding.

Selection of Hearing Officer or Hearing Panel: Grievances shall be presented before a hearing officer or hearing panel. A hearing officer or hearing panel shall be selected as follows:

The hearing officer shall be an impartial, disinterested person selected jointly by the Scotts Bluff Housing Authority and the complainant. If the Scotts Bluff Housing Authority and the complainant can not agree on a hearing officer, they shall each appoint a member of a hearing panel and the members so appointed shall select a third member. If the members appointed by the Scotts Bluff Housing Authority and the complainant can not agree on a third member, such member shall be appointed by an independent arbitration organization such as the Center for Disputes or by any other third party agreed upon by the Scotts Bluff Housing Authority and the complainant.

Schedule of Hearings: A hearing shall be scheduled by the Hearing Panel or officers within ten (10) working days after the receipt of a formal request for a hearing by a complainant, which hearing shall be at a time and place reasonably convenient to both the complainant and the Scotts Bluff Housing Authority. Written notification specifying the time, place and procedures governing the Hearing shall be delivered to the complainant and the Scotts Bluff Housing Authority.

6. Effect of the Decision

The Scotts Bluff Housing Authority is not bound by a hearing decision:

- a. Concerning a matter for which the Scotts Bluff Housing Authority is not required to provide an opportunity for a formal hearing under this Section, or that otherwise exceeds the authority of the person conducting the hearing under the Scotts Bluff Housing Authority hearing procedures.
- b. Contrary to HUD regulations or requirements, or otherwise contrary to Federal, State, or local law.
- c. If the Scotts Bluff Housing Authority determines that it is not bound by a hearing decision, the Scotts Bluff Housing Authority will notify the family within 14 calendar days of the determination, and of the reasons for the determination.

E. Considering Circumstances

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

The Housing Authority may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were responsibility for wrong or error for the action or failure will not reside in the unit. The Housing Authority may permit the other members of a participant family to continue receiving assistance.

If the Housing Authority seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that the Housing Authority provides notice to the family of the Housing Authority determination to deny or terminate assistance. In determining whether to terminate assistance for these reasons the Scotts Bluff Housing Authority will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or

F. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Scotts Bluff Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

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

17.0 TERMINATION OF THE LEASE AND CONTRACT

The term of the lease and the term of the HAP contract are the same. They begin on the same date and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by the Scotts Bluff Housing Authority. Under some circumstances the contract automatically terminates.

A. Termination of Tenancy

1. By the family:

The family may terminate tenancy in accordance with the lease and the tenancy addendum. The family has an obligation to provide written notice of termination to the owner and the SBHA. (proper 30 day notice as stated in the Landlord/Tenant Law) When the family notifies the SBHA of its intent to terminate, it must also disclose whether it wants housing assistance in another location.

2. By the owner:

The owner may only terminate tenancy in accordance with the lease and HUD requirements. During the term of the lease (initial term and any extension term) the owner may terminate tenancy for:

- i. Serious or repeated violations of the lease;
- ii. Violation of Federal, State, or local law in connection with the occupancy or use of the unit and its premises;
- iii. Criminal activity or alcohol abuse by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises;
- iv. Any drug-related criminal activity on or near the premises;
- v. Other good cause. Other good cause may include, but is not limited to:
 - (1) Failure by the family to accept the offer of a new lease;
 - (2) Family history of disturbances of neighbors or destruction of property, or living or housekeeping habits resulting in damage to the property or unit;
 - (3) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (4) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - (5) A business or economic reason such as sale of the property, renovation of the unit, desire to rent at a higher rental amount.

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action. The owner must give the Scotts Bluff Housing Authority a copy of any owner eviction notice at the same time that the owner gives the notice to the tenant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing written notice to the family that the lease term will not be renewed.

3. By mutual agreement:

The family and the owner may at any time mutually agree to terminate the lease.

B. Termination of the HAP Contract

1. Automatic termination of the Contract:

a. If the Scotts Bluff Housing Authority terminates assistance to the family, the contract terminates automatically. The family may not reapply for assistance until 6-months (180 days) from the termination date or annual date, whichever is longer.

b. If the family moves out of the unit without notice, the contract terminates automatically. The family may not reapply for assistance until 90 days from the termination date or annual date, whichever is longer.

c. The HAP contract terminates automatically 180 (consecutive) calendar days after the last housing assistance payment is made to the owner.

d. If the lease is terminated by the owner or the tenant.

2. Termination of the contract by the owner
The owner may only terminate tenancy in accordance with terms of the lease and State and local law. The housing assistance payments will terminate. The SHBA must terminate assistance if the family has been evicted from assisted housing for serious violations of the lease.
3. Termination of the HAP contract by the Scotts Bluff Housing Authority
The Housing Authority may terminate the HAP contract because:
 - a. The Housing Authority has terminated assistance to the family.
 - b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
 - c. The unit is larger than appropriate for the family size or composition under the regular **Voucher** Program.
 - d. When the family breaks up and the Scotts Bluff Housing Authority determines that the family members who move from the unit will continue to receive the assistance.
 - e. Zero HAP families – if the annual reexamination results in a zero HAP, the family may continue as a program participant for six months (180 days) from the date of the reexamination effective date.

During this period, the HAP contract remains in effect. If the family circumstances change during the six-month period and the family again needs assistance, the SBHA will conduct an interim reexamination and reinstate assistance. At the end of six months, if the subsidy has not been restored, the HAP contract will terminate.

During this 180-day period, the family is still considered under the obligations and benefits of the rental assistance program. If the family plans to move to another unit for which there will be a HAP the SBHA may issue a voucher for the other unit.

- f. The Scotts Bluff Housing Authority determines that there is insufficient funding in their contract with HUD to support continued assistance for families in the program.
- g. If the SBHA determines they need to utilize their funding participants with housing assistance payments of \$ 24.00 or less may be terminated. Their housing assistance will be terminated and returned to the waiting list according to the date and time of their original application. The participants name will remain on the waiting list for 6 months or until their annual date, whichever comes first. If the participant has a change of income during this time they will need to report to our office **immediately**. The participants with the lowest HAP will be selected first to be terminated. If the HAP amounts for the participants are equal the most recent admission date would be used to determine which participant is terminated.
- h. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit in accordance with the HQS.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937.
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program.
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
 - v. If the owner has engaged in drug related criminal activity or any violent criminal activity.
4. Final HAP payment to owner
The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out.

The SBHA must terminate assistance if the family has been evicted from assisted housing for serious violations of the lease. However, if the owner has started eviction proceedings, and the family continues to live in the unit, the SBHA must continue to make housing assistance payments to the owner until a court judgment or other process allows the owner to evict the family. If the family vacates the unit before the court eviction is made the HAP contract will terminate and no more housing assistance payments will be made.

The SBHA may terminate HAP contracts, in accordance with HUD requirements, if the SBHA determines that “funding under the consolidated ACC is insufficient to support continued assistance for families in the program” (§982.454).

Before terminating HAP contracts on the basis of insufficient funding, the SBHA needs to ensure that the determination of such fact is documented. Agencies shall ensure that current elderly and disabled voucher families within our local jurisdiction be protected against significant impacts resulting from adjustments made by agencies to maintain their voucher programs within their budgets.

5. Insufficient funds

Should program funding be insufficient to support continued housing assistance for the current Housing Choice Voucher participants the following procedures have been established in hierarchical order until funding is deemed sufficient:

- a. **Port-outs over SBHA payment standard:** All participants currently ported out of the SBHA jurisdiction and their payment standards are above SBHA’s current payment standard will be terminated from the program.
- b. **Vouchers searching:** All participants at admissions who are searching for a unit will be re-instated to the waiting list according to time and date of their original application and the voucher will be revoked immediately.
- c. **Delinquent repayments:** All participants with repayments in delinquent payment status will be terminated.
- d. **Single:** Participants who are single non-disabled or non-elderly, their housing assistance will be terminated.
- e. **Most current admission dates:** Participants’ housing assistance payments will be terminated according to admission dates starting with the most current date. The participant would be returned to the waiting list according to the time and date of their original application.

18.0 CHARGES AGAINST THE SECTION 8 ADMINISTRATIVE FEE RESERVE

Occasionally, it is necessary for the Scotts Bluff Housing Authority to spend money of its Section 8 Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with Federal and State law. (To be approved by the Board of Commissioner).

19.0 INTELLECTUAL PROPERTY RIGHTS

No program receipts may be used to indemnify contractors or subcontractors of the Scotts Bluff Housing Authority against costs associated with any judgment of infringement of intellectual property rights.

20.0 SCOTTS BLUFF HOUSING AUTHORITY OWNED HOUSING

Units owned by the Scotts Bluff Housing Authority and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. In order to comply with federal regulation, the Scotts Bluff Housing Authority will do the following:

- A. The Scotts Bluff Housing Authority will make available through the briefing process both orally and in writing the availability of Scotts Bluff Housing Authority owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).
- B. The Scotts Bluff Housing Authority will not charge the family any fee or charge for the services.

21.0 QUALITY CONTROL OF SECTION 8 PROGRAM (SEMAP)

In order to maintain the appropriate quality standards for the Section 8 Program, the SBHA will regularly (at least annually) review files and records to determine if the work documented in the files or records conforms to program requirements. This shall be accomplished by a supervisor or another qualified person other than the one originally

responsible for the work or someone subordinate to that person. The SBHA will draw enough files to meet the size of the universe. The number of files or records checked and the methodology for the selection of files shall be as follows for each Section 8 Management Assessment Program (SEMAP) indicator:

A. Waiting List Selections and Admission

Every month two files shall be selected for review. The first file on the waiting list shall be selected for review. Each selection following the initial shall be the fifth (5th) file from the previously reviewed file.

B. Reasonable Rent

Every month two files shall be selected for review. This will be done for units at the time of initial leasing, before any rent increase to the owner, and at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect before the HAP contract anniversary. The second file in the new admissions list, the second file in the rent increase to the owner, and the second file in the HAP contract anniversary list shall be selected for review. Each selection following the initial shall be the fifth file from the previously reviewed file. If no new admissions or transfers occur in that month, the fifth file on the HAP contract anniversary list shall be selected for review.

C. Determination of Adjusted Income

Every month two files shall be selected for review from the new admissions list, reexamination list and the interim reexaminations list. The third file on the new admissions list, the third file on the reexaminations list, and the third file on the interim reexamination shall be selected for review. Each selection following the initial shall be the fifth file from the previously reviewed file.

D. HQS Quality Control Inspections

Every month two files shall be selected for review. The fourth file on the new admissions list and the fourth file on the HAP contract anniversary list shall be selected for review. Each selection following the initial shall be the fifth file from the previously reviewed file.

If there are no new admissions or transfers in that month, the fifth file on the HAP contract anniversary list shall be selected for review.

E. Housing Quality Control Enforcement

Every month two files shall be selected for review. The fifth file on the new admissions list and the fifth file on the HAP contract anniversary list shall be selected for review. Each selection following the initial shall be the fifth file from the previously reviewed file. If there are no new admissions or transfers in that month, the sixth file on the HAP contract anniversary list shall be selected for review.

22.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

22.1 PURPOSE

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

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

22.2 CONFLICT OF INTEREST

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

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

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

The Conflict of Interest prohibition under this section (22.2) may be waived by the HUD Field Office upon the request of the Scotts Bluff Housing Authority for good cause.

22.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$24.00 regardless of the form of the gifts, from any person who has an interest in any matter proposed or pending before the Authority.

22.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT.

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

23.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces is the part-time military personnel that serve in various Reserve and National Guard units. The Scotts Bluff Housing Authority is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Scotts Bluff Housing Authority wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income. The presence of the temporary guardian will need to be approved by the landlord.
- B. Although typically a criminal background check is required before anyone can participate in the housing choice voucher program, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves into the assisted unit. If the results of the check dictate that the person is ineligible for the program, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserves or National Guard can be very disruptive to a family's income, the Scotts Bluff Housing Authority will expeditiously re-evaluate a resident's portion of the rent if requested to do so.
- D. A unit cannot be held by a family that is not residing in it as their primary residence for more than 180 consecutive calendar days because of a specific federal regulation. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 days of the conclusion

of the active duty service. If the service extends beyond 180 calendar days, the Scotts Bluff Housing Authority will seek a waiver of the 180 calendar day limit from HUD.

24.0 SECTION 8 ANTI-FRAUD POLICY

The Scotts Bluff Housing Authority is fully committed to combating fraud in its Section 8 housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or concealment of a substantive fact made with the intention of deceiving or misleading the Scotts Bluff Housing Authority. If results in the inappropriate expenditure of public funds and/or a violation of Section 8 requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Scotts Bluff Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Scotts Bluff Housing Authority shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement;
- C. Terminate the resident's rental assistance;
- D. Refer the case for criminal prosecution; or
- E. Takes such other action as the Scotts Bluff Housing Authority deems appropriate.

25.0 Family Unification Program (FUP) as administered by the Scotts Bluff County Housing Authority.

The FUP is designated for the purpose of promoting family unification by providing Housing Choice Vouchers (HCV) along with supportive services to families for whom the lack of adequate housing is a primary factor in the imminent placement of children in out-of-home care, or the delay in the discharge of the child/ren to the family from out-of-home care setting. Youths between the ages of 18 and 21 years (up to the youth's 22nd birthday) that left state ward status at age 16 or older and that lack adequate housing shall also be eligible for FUP vouchers provided through the collaborative relationship between Nebraska Department of Health and Human Services (DHHS), Division of Children and Family Services (DCFS) and the Scotts Bluff County Housing Authority (SBHA).

The SBHA, in accordance with all rules and regulations established for HUD funded Public Housing Authorities, the Housing Choice Voucher and Family Unification programs specifically, and in accordance with all laws, rules and regulations of the State of Nebraska concerning rental housing, including Fair Housing Laws, shall:

1. Accept referrals of families and youth certified by DHHS-DCFS as eligible for FUP assistance. A separate waiting list will be maintained specifically for the Family Unification Program. The names of DHHS-DCFS referred families and youths will be compared to existing SBHA waiting lists upon receipt. Any matches will be so noted on the existing HCV waiting list, plus the FUP applicant name will be simultaneously maintained on the separate FUP waiting list. This method is desired to assure that a family or youth already on the HCV at the time of their referral from DHHS-DCFS for the FUP does not lose a more preferable (higher) position on the existing waiting list.

Any family or youth not currently on the SBHA waiting list at the time of referral from DHHS-DCFS will be placed on the waiting list if no FUP vouchers are available for immediate disbursement to the referred family or youth, on a first-come, first-served basis.

The SBHA will comply with the affirmatively furthering fair housing requirements of 24 CFR Section 903.7(o) and will take proactive steps to assist persons with disabilities address any accessibility challenges in the pursuit and rental of affordable housing. All FUP applicants and beneficiaries will be informed of fair housing laws and will be provided written information about how to file fair housing complaints using the toll free Housing Discrimination Hotline (1-800-669-9777) and the Federal Information Relay Service (1-800-877-8339 or for Nebraska Relay Services dial 7-1-1 from any phone).

SBHA will amend its waiting list policy to: 1) maintain a continuous “open” status for families with children and youths certified as FUP-eligible by the DHHS-DCFS; and 2) allow single persons under age 22 and whom are enrolled in institutions of higher education to be eligible for FUP assistance.

2. The SBHA will maintain an open line of communication with homeless and near-homeless service providers in the area to determine if any families with minor children or youths age 18 through 21 on the HCV waiting list are living in temporary shelters or in places not meant for human habitation, and whom may qualify for FUP voucher assistance. If any families or older youth on the HCV waiting list are found to be homeless, they will be referred to the DHHS-DCFS office liaison for FUP-eligibility determination.

3. Administer HCV’s designated for FUP-eligible beneficiaries in accordance with all applicable rules and regulations governing the program.

4. Actively engage in and assure the quality of evaluation of the FUP program, including cooperation and data sharing with any HUD-approved contractors responsible for evaluation.

5. Work collaboratively with other Public Housing Authorities across Nebraska to support replication efforts statewide of FUP-like services for eligible persons.

6. Maintain a positive and respectful relationship with the DHHS-DCFS to assure eligible families and youth are efficiently and effectively served by the FUP. Participate in regular communications with the DHHS-DCFS via periodic face-to-face meetings and more frequent telephonic and electronic correspondence.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.)

Absorption: In portability, the point at which a receiving housing authority stops billing the initial housing authority for assistance on behalf of a portable family. [24 CFR]]

Actively Seeking Work: includes: a) information that the individual is fulfilling welfare-to-work requirements: b) information that the individual is fulfilling the requirements for receiving unemployment compensation, or c) written or oral third-party verification from a local or state government agency that oversees work-related activities. The SBHA will attempt third party verification first. If this is impossible to obtain the SBHA may verify this by one of the following methods: a) reviewing family supplied documents: or b) obtaining a notarized statement from the family member attesting to his or her efforts to find employment.

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which participant's rent is based.

Administrative fee: Fee paid by HUD to the housing authority for the administration of the program.

Administrative Plan: The plan that describes housing authority policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor is also an adult. An adult must have the legal capacity to enter a lease under State and local law. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

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

Amortization Payment: In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

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

Annual Income: All amounts, monetary or not, that:

- a. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- b. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c. Are not specifically excluded from Annual Income.
- d. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

Applicant (applicant family): A family that has applied for admission to a program but is not yet a participant in the program.

Assets: see net family assets.

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

Assistance from an Institution of Higher Education: Requires reference to the particular institution and the institution's listing of financial assistance. (See FR 4/10/2006 Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002)

Assistance from Private Sources: Nongovernmental sources of assistance, including assistance that may be provided to a student from a parent, guardian, or other family member, whether residing within the family in the Section 8 assisted unit or not, and from other persons not residing in the unit.

Assisted lease (lease): A written agreement between an owner and a family for the leasing of a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the housing authority.

Auxiliary Apparatus: Items that are directly related to permitting the disabled person or other family member to work. (Ex: Wheelchair, ramps, adaptations for vehicles, special equipment to enable a blind person to read or type)

Business Days: Days the Scotts Bluff County Housing Authority is opened for business.

Certificate: A document issued by a housing authority to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing authority approval of a unit selected by the family. The certificate also states the obligations of the family under the program.

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

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age.

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

Citizen: A citizen or national of the United States.

Cohead: An individual in the household that is equally responsible with the head of household for ensuring that the family fulfills program responsibilities, but is not a spouse. A family can have only one cohead. A family may have a spouse or cohead, but not both. An emancipated person will be designated as a cohead if they have completed and returned to the SBHA the Acknowledgement of Emancipation form.

Common space: In shared housing: Space available for use by the assisted family and other occupants of the unit.

Congregate housing: Housing for elderly or persons with disabilities that meets the HQS for congregate housing.

Consent form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

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

Continuously assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Covered Person: Any member of the family household, a guest or another person under the family's control.

Domicile: The legal residence of the household head or spouse as determined in accordance with State and local law.

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

Department: The Department of Housing and Urban Development.

Dependent: A member of the family other than the family head or spouse, who is under 18 years of age or who is 18 or older and is a person with a disability, or is a full-time student. Dependents subject to joint custody arrangements will be considered part of the resident family if the dependent is with the family at least 50% of the time. The SBHA will consider custody orders, decrees, notarized statements, or determination from Health and Human Services for verification. Foster children, foster adults, and live-in aides are household members but not family members. Therefore, regardless of their age or status, they are never considered dependents.

Dependent Child: (in the context of the student eligibility restrictions) is a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of dependent.

Disability assistance expenses: Un-reimbursed medical expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

Disabled family: A family whose head, spouse, or co-head member is a person with disabilities.

Disabled person: See "person with disabilities."

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

Displaced person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Drug: A controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802)

Drug related criminal activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use the drug.

Drug trafficking: The illegal manufacture, sale, or distribution, or the possession with intent to manufacture, sell, or distribute a controlled substance.

Elderly family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. An elderly family may include children.

Elderly person: A person who is at least 62 years of age.

Emancipation: Anyone under the age of 19 CANNOT enter into any housing contracts unless they have provided the filled out and signed Declaration of Emancipation of a Minor form to the SBHA. The SBHA will provide the form. The parents of the minor must fill out the form and sign. The form must be notarized.

Evidence of citizenship or eligible status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception rent: An amount that exceeds the published fair market rent.

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

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

Fair market rent (FMR): The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

Family includes but is not limited to:

- a. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- b. An elderly family;
- c. A near-elderly family;
- d. A disabled family;
- e. A displaced family;
- f. The remaining member of a tenant family; and
- g. A single person including an elderly person, a disabled person, a displaced person, or any other single person.
- h. Two or more persons who are not related but who will live together in a stable relationship and share resources.

Family members: include all family members approved to reside in a unit, even those that are temporarily absent except live-in aides, foster children and foster adults. All family members are listed on the HUD-50058.

Family self-sufficiency program (FSS program): The program established by a housing authority to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family share: The portion of rent and utilities paid by the family.

Family unit size: The appropriate number of bedrooms for a family as determined by the housing authority under the housing authority's subsidy standards.

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

FMR/exception rent limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Voucher Program, the housing authority may adopt a payment standard up to the FMR/exception rent limit.

Financial Assistance: Included in annual income is any financial assistance that a student receives in excess of tuition (e.g. athletic and academic scholarships) and that the student receiver (1) under the Higher Education Act, (2) from private sources, or (3) from an institution of higher education as defined by the Higher Education Act of 1965. Financial assistance does not include loan proceeds.

Foster Adults and Children: They are counted in determining unit size but do not qualify for the \$480 dependent allowance. Child care expenses for foster children are deductible.

Fraud: Fraud and abuse is a single act or pattern of actions that constitutes false statements, omissions, or concealment of a substantive facts, made with intent to deceive or mislead and results in payment of program funds in violation of program requirements.

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.

Furthering her/his education: the student is actively enrolled in an educational institution. The SBHA will get third-party verification from the academic or vocational educational institution confirming that the student is enrolled and the verification will specify the details about the timing of classes in which the student is enrolled.

Gainfully employed: the work schedule (hours scheduled to work) from the employee which will be obtained by third-party verification to confirm the family's eligibility for child care expenses.

Gross rent: The sum of the rent to the owner plus any utilities.

Group Home: A dwelling unit that is licensed by a State as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide).

Guest: A person temporarily staying (not living) in the unit with the consent of a family member of the household who has express or implied authority to do so on behalf of the tenant.

Head of household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household members: include all individuals approved to reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults, but are not members of the family.

Housing Assistance Payment (HAP): The monthly assistance by a housing authority, which includes (1) a payment to the owner for rent to the owner under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing quality standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 program.

Housing Choice Voucher: A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family. The voucher also states the obligations of the family under the program.

Housing Choice Voucher Holder: A family that has a voucher that has not expired.

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

Income category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Independent student: To be an independent student the student is required to meet one of more of the following criteria: (1) Be at least 24 years old by December 31 of the award year for which aid is sought; (2) Be an orphan or a ward of the court through the age of 18; (3) Be a veteran of the U.S. Armed Forces; (4) Have legal dependents other than a spouse (ex: dependent children or an elderly dependent parent); (5) Be a graduate or professional student; or, (6) Be married. (U.S. Department of Education definition)

Initial Housing Authority: In portability, both: (1) a housing authority that originally selected a family that later decides to move out of the jurisdiction of the selecting housing authority; and (2) a housing authority that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing authority.

Initial payment standard: The payment standard at the beginning of the HAP contract term.

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

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

Institution of Higher Education: See the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002 (FR 4/10/06, pp 18149-18150 for a complete definition).

Jurisdiction: The area in which the housing authority has authority under State and local law to administer the program.

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

Legal Residence: May be documented by presentation of utility bills, rental receipts, or payroll stubs in the family's name to prove 12 months of residency.

Live-in aide: A person who resides in a unit (must be the aide's only place of residence) to care for a family member who is disabled or at least 50 years of age and who:

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

Low-income families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937Act)

Manufactured home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufacture home space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical expenses: Medical expenses including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance. The SBHA may use IRS publication 502 as guidance in defining medical care and determining what to allow as a medical expense.

Mixed family: A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Moderate rehabilitation: Rehabilitation involving a minimum expenditure of \$1000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:

- A. upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below these standards (improvements being of a modest nature and other than routine maintenance; or
- B. repair or replace major building systems or components in danger of failure.

Monthly adjusted income: One twelfth of adjusted income.

Monthly income: One twelfth of annual income.

Mutual housing is included in the definition of "cooperative".

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets:

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

Non-citizen: A person who is neither a citizen nor national of the United States.

Non-recurring: Not repeatedly, not repetitively, not again.

Notice Of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance, and the criteria for awarding the funding.

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

Other Adult: A family member, other than the head, spouse or co-head, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

Other person under the family's control: The person, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from a family member of the household who has express or implied authority to so consent on behalf of the family.

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Parents: (for the purpose of student eligibility restrictions and consistent with long-standing HUD policy regarding eligibility for the Section 8 Programs) The biological or adoptive parents, or guardians (e.g. grandparents, aunt/uncle, godparents, etc.).

Participant (participant family): A family that has been admitted to the housing authority's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the housing authority for the family (first day of initial lease).

Payment standard: In a Housing Choice Voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a Housing Choice Voucher tenancy, the housing authority sets a payment standard in the range from 90% to 110% of the current FMR.

Permanently Absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with disabilities: A person who:

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

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

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

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
- (1) is expected to be of long-continued and indefinite duration,
 - (2) substantially impedes his or her ability to live independently, and
 - (3) is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(7) of the of the Developmental Disabilities Assistance and Bill of Rights Act.
- "Severe chronic disability that:
- (1) is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - (2) is manifested before the person attains age 22;
 - (3) is likely to continue indefinitely;
 - (4) results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
 - (5) reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immune deficiency syndrome or any conditions arising from the etiologic agent for acquired immune deficiency syndrome.

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

Portability: Refers to the process of leasing a dwelling unit with tenant-based housing voucher assistance outside of the jurisdiction of the PHA that initially issues the family its voucher (the initial PHA).

Premises: The building, complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Private space: In shared housing: The portion of a contract unit that is for the exclusive use of an assisted family.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

Project-Based Assistance Program: A Section 8 program administered by an Housing Authority pursuant to 24 CFR part 983, as amended by HUD in the federal Register, Vol 66, No. 10 on January 16, 2001 Revisions to PHA Project-Based Assistance Program; Initial Guidance.

Pro-ration of assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance.

Public Housing Agency: A State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Authority: In portability, a housing authority that receives a family selected for participation in the tenant-based program of another housing authority. The receiving housing authority issues a Housing Choice Voucher, and provides program assistance to the family.

Re-certification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Remaining member of a tenant family: A member of the family listed on the lease who continues to live in an assisted household after all other family members have left.

Rent to owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Set-up charges: In a manufactured home space rental, charges payable by the family for assembly, skirting and anchoring the manufactured home.

Shared housing: A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family.

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

Single person: Someone living alone or intending to live alone who does not qualify as an elderly person, a person with disabilities, a displaced person, or the remaining member of a tenant family.

Single room occupancy housing (SRO): A unit for occupancy by a single eligible individual capable of independent living that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities.

Special admission: Admission of an applicant that is not on the housing authority waiting list, or without considering the applicant's waiting list position.

Special housing types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Sporadic: Nonrecurring, not at regular intervals.

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

Statement of family responsibility: An agreement in the form prescribed by HUD, between the housing authority and a family to be assisted under the Moderate Rehabilitation Program, stating the obligations and responsibilities of the family.

Student: All students enrolled either full-time or part-time at an institution of higher education.

Studio Apartment: A small apartment consisting of one main living space, a kitchen, and a bathroom.

Subsidy standards: Standards established by a housing authority to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's Housing Choice voucher, for such period as determined by the housing authority, from the time when the family submits a request for housing authority approval to lease a unit, until the time when the housing authority approves or denies the request, also referred to as tolling.

Temporary: Limited, not regularly.

Temporarily Absent: Limited time, not permanent. (Ex. if children are temporarily away from home because of placement in foster care).

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

Tenant rent: The amount payable monthly by the family as rent to the owner minus any utility allowance.

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Is defined as independent verification of income and/or expenses by contacting the individual income/expense source(s) supplied by the family. The verification documents must be supplied directly to the independent source by the PHA and returned directly to the PHA from the independent source.

The tenant shall not hand carry documents to or from the independent source. The PHA may elect to mail, fax, or e-mail the verification request form to the independent source.

In the event that the independent source does not respond to the PHA's faxed, mailed, or e-mailed request for information, the PHA may pursue oral third party verification.

Tolling: see suspension.

Total tenant payment (TTP):

Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act. which is the higher of :

- 30% of the family's monthly adjusted income;
- 10% of the family's monthly income;
- Minimum rent; or

If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

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

Training Program: "A learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: classroom training in a specific occupational skill, on-the-job training with wages subsidized by the program, or basic education."(PHI 98-2, p3)

Tuition: Shall have the meaning given this term by the institution of higher education in which the student is enrolled.

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

Utility hook-up charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Utility reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit.

Verification: The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).

The three types of verifications are:

- (1) Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.)
- (2) Documentation, such as a copy of a birth certificate or bank statement
- (3) Family certification or declaration (only used when third-party or documentation verification is not available)

Very low-income families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Veteran: {U.S.C. 101(2)} A person who served in the active military, naval, or air service, and who was discharged or released there from under conditions other than dishonorable.

Violent criminal activity: Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Voucher (rental voucher): A document issued by a housing authority to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and the procedures for housing authority approval of a unit selected by the family and states the obligations of the family under the program.

Voucher holder: A family holding a Housing Choice voucher with unexpired search time.

Waiting list admission: An admission from the housing authority waiting list. [24 CFR]

Welfare assistance. Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. [24 CFR]

Welfare rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Welfare to work (MTW) families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

Working families: (For the purpose of preference on the Waiting List) Families in which the Head of Household, spouse, or co-head are working more than 20 hours a week. A self-employed person will be considered to meet the requirement if the net monthly earnings have equaled the dollar value of 20 hours per week at minimum wage.

Acronyms

ACC	Annual Contributions Contract
CACC	Consolidated Annual Contributions Contract
CFR.....	Code of Federal Regulations
FMR.....	Fair Market Rent
FSS	Family Self Sufficiency (program)
HA	Housing Authority
HAP	Housing Assistance Payment
HCDA.....	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS.....	(U.S.) Immigration and Naturalization Service
NAHA.....	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PBC.....	Project-Based Certificate (program)
QHWRA	Quality Housing and Work Responsibility Act of 1998
PHA	Public Housing Agency
TTP	Total Tenant Payment

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Scotts Bluff County Housing Authority

Program/Activity Receiving Federal Grant Funding

Capitol Fund Grant

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.)

- 89A Woodley Park Road, Gering, Scotts Bluff County, NE 69341
- Bluff View: Woodley Park Road, Apt 45-88, Gering, Scotts Bluff County, Ne 69341
- Bluff View: Apts. 89-108 Gary Street, Gering, Scotts Bluff County, NE 69341
- Colson Manor: 507 Avenue A, Minatare, Scotts Bluff County, NE 69356, Apts 1-20
- Morrill Manor: 326 West Charles, Morrill, Scotts Bluff County, NE 69361 Apts 21-44
- Rebecca Winters: 901 - 119 15th Avenue, Scottsbluff, Scotts Bluff Conty, NE 69361 Apts 109-162
- 116 Terry Blvd, Carpenter Center, Gering, Scotts Bluff County, NE 69341

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

Nancy J. Bentley

Title

Executive Director

Signature

X

Date

4-15-2011

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: SCOTTS BLUFF COUNTY HOUSING AUTHORITY 89A Woodley Park Road Gering, NE 69341 Congressional District, if known: 3rd	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: HUD Housing and Urban Development	7. Federal Program Name/Description: Public Housing Capitol Fund Grant CFDA Number, if applicable: <u>NE26P078501-11</u>	
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): N/A	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: <u>Nancy J Bentley</u> Print Name: <u>Nancy J. Bentley</u> Title: <u>Executive Director</u> Telephone No.: <u>308-632-0473</u> Date: <u>04-15-2011</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification of Payments to Influence Federal Transactions

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

Applicant Name

Scotts Bluff County Housing Authority

Program/Activity Receiving Federal Grant Funding

Capitol Fund Grant

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)

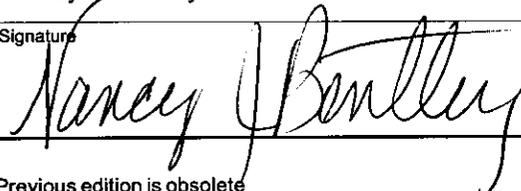
Name of Authorized Official

Nancy J. Bentley

Title

Executive Director

Signature



Date (mm/dd/yyyy)

4-15-2011

Previous edition is obsolete

form HUD 50071 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3