



**2012 Agency Annual Plan**



**PHA Plan Update**

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

Revised Plan Elements:

**1. Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures:**

**Admissions and Continued Occupancy Policy (ACOP):** The Agency-wide ACOP is under revision at the time of this Annual Plan preparation. The St. Clair ACOP was changed to provide for a Senior Designation. Please see Attachment A

**Section 8 Administration Plan:**

Please see attachment B for changes

2. **Financial Resources:** Please see attachment C.

3. **Rent Determination:** Please see attachment D.

11. **Fiscal Year Audit:** Results of IHA's most recent fiscal year audit are available from the IHA Finance Department.

12. **Asset Management:** IHA has successfully adopted the five core elements of asset management: Project based funding, budgeting, accounting, management and oversight and performance. IHA is committed to enhancing the character and quality of affordable housing communities in Indianapolis, diversifying financial investments made in the development and operation of these communities, and improving human capital investments made in the residents of these communities through expanded services and opportunities. IHA owns and/or manages 13 communities totaling 1,864 units of affordable housing, that have been subject to physical needs assessments (PNA) performed by independent firms. Using a mixed-finance approach, IHA will use the information from the PNA to invest in the physical aspects of the properties which is key to IHA's asset management and its ability to provide quality, affordable housing opportunities now and in the future.

(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.

**Copies of the Five-Year Plan and Annual Plan—with its related elements—may be obtained at the Indianapolis Housing Agency's main office (1919 N. Meridian Street, Indianapolis, Indiana), at any of IHA's thirteen public housing communities and the agency website: [www.indyhousing.org](http://www.indyhousing.org).**

The remaining Plan Elements, not listed above can be found in attachment E.

6.0

7.0	<p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i></p> <p>(a) <b>HOPE VI, Mixed Finance Modernization or Development</b>  IHA continues to sell homes in the third and final (homeownership) phase of the HOPE VI, mixed-finance redevelopment of Brokenburr Trails (formerly IN017-016, now Red Maple Grove: IN017-039, 040, 042) in 2010. A HOPE VI grant preliminary closeout approval has been received. . The Agency contemplates mixed finance proposal or a Neighborhood Choice grant for the redevelopment of Clearstream Gardens (IN017-014, demolished c.2002) in the first half of 2011.</p> <p><b>Mixed Finance developments (non-HOPE VI)</b>  Hawthorne Place (IN017-017) / Beechwood Gardens (IN017-018), Lugar Tower (IN017-04), and Caravelle Commons (acquired in 2009) (not interior but redevelopment and demolition) interior renovation projects continue through 2012, using low income housing tax credits. A tax credit application related to the mixed-finance redevelopment of vacant land at Barton Tower will be applied for in 2011.</p> <p>(b) <b>Demolition and/or Disposition</b></p> <p><b><u>Disposition – Approved</u></b>  Hawthorne Place, 162 units affected  Beechwood Gardens, 159 units affected  16 Park – formerly Caravelle Commons, 155 units affected  Lugar Tower, 224 units affected</p> <p><b><u>Disposition – Submitted Applications/Pending</u></b></p> <p>John J. Barton Apartments (parcels of vacant land near building), 0 units affected</p> <p>(c) <b>Conversion of Public Housing (not applicable)</b></p> <p>(d) <b>Tenant-based Homeownership Assistance</b>  IHA administers a HCV Homeownership Program [pursuant to Section 8(y), of the U.S.H.A. of 1937, as implemented by 24 CFR part 982] that allows families and individuals participating in the Section 8 program an opportunity to purchase a home using their voucher. Participation in the program is voluntary and certain eligibility criteria must be met, including but not limited to the following: minimum income guidelines, pre and post -purchase counseling, first-time homebuyer training and close pre- and post-purchase communication with the Agency homeownership program staff.</p> <p>(e) <b>Project-based Vouchers</b></p> <p>1602 Park Avenue Indianapolis IN – 16 Park Apartments contains 65 Project-based vouchers. The 65 vouchers were in place when the property was purchased. IHA elected to keep the vouchers in placed as we moved forward with the tax credit application and renovations.</p>
8.0	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p>
8.1	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p> <p><b>Attachment F</b></p>
8.2	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p> <p><b>Attachment G</b></p>
8.3	<p><b>Capital Fund Financing Program (CFFP).</b></p> <p><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.</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.

Based on the City of Indianapolis Marion County, Consolidated plan 2010-2014.

Nearly 80 percent of extremely low income households spend more than 30 percent of their gross monthly income towards housing costs. Just over 58 percent of extremely low income renter households spend more than 50 percent of their gross monthly income towards housing costs. This table illustrates the percent of renters by income level with a cost burden, or paying more than 30 percent of their gross monthly income towards housing, across Indianapolis.

	0-30% MFI	31-50% MFI	51-80% MFI
<b>30% cost burden</b>	<b>74.9%</b>	<b>64.2%</b>	<b>18.8%</b>
<b>50% cost burden</b>	<b>58.3%</b>	<b>13.0%</b>	<b>1.8%</b>

*Source: U.S. Department of Housing and Urban Development, CHAS, 2000*

9.0

Center Township has the largest percentage of renters with cost burdens. Renters tend to have a greater cost burden than homeowners. Center Township having the greatest cost burden, Center Township has the highest number of affordable units to lower-income households, including those households earning less than 30 percent of the MFI. 45 percent of all units affordable to the households that earn less than 30 percent MFI are located within Center Township.

Low income and extremely low income renters face the largest cost burden and have the most difficult time finding affordable housing. These income brackets are described as households living at 31 to 50 percent of the MFI and below 30 percent of the median family income, respectively in the table above.

According to the affordability mismatch data provided by the U.S. Department of Housing and Urban Development, the fair market rent for a three bedroom unit is set at \$939 per month, while a family at 50 percent MFI can only afford \$814 per month. A one or two bedroom unit may be affordable to a family at this income level; however all units, regardless of size are not affordable for a household living at or below 30% MFI who can only afford to pay \$488.

Large families are those with the greatest need of safe, decent affordable housing. Many experience housing problems such as a cost burden or substandard living conditions (i.e., non-functioning kitchen or bathrooms). The large waiting lists for public housing and the Section 8 program confirm the need for more affordable rental units. Complete waiting list information for the public housing and Section 8 programs are included in Attachment H.

Indianapolis has 122 Low Income Housing Tax Credit Projects that are still within the compliance period. These are projects represent 12,425 units of affordable rental housing. While the newer projects will have updated systems, those with older completion dates may require updating to maintain or bring units back online.

9.1

**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.**

The demand for affordable housing has not decreased. IHA, in partnership with the City of Indianapolis, strives to meet this demand.

The agency is currently servicing approximately 7989 qualified families on the Housing Choice Voucher Program.

The agency has reduced its public housing vacancy by achieving 97% adjusted occupancy. IHA contemplates a mixed finance proposal or a Neighborhood Choice Grant for the redevelopment of Clearstream Gardens.

IHA continues with the Welcome Home program which involves the substantial rehabilitation of over 1,400 affordable housing units and common spaces. These upgrades have improved the quality of life in IHA's communities. In 2012, the improvements related to Beechwood, Hawthorne and Lugar Tower will be complete. Also, the new construction developments of 16 Park, Trail Side and St. Clair will be complete in 2012.

To address the needs within the Housing Choice Voucher program, IHA continues to increase its outreach to existing landlords and ramp up new landlord recruitment efforts.

In addition, IHA will continue to offer Agency support for state rental housing tax credit applications by third-party developers for proposed developments that include marketing and/or unit set asides for families on public housing and Section 8 program wait lists.

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

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

The Indianapolis Housing Agency (IHA) continues to work to meet its mission and goals to be a top performing agency that provides quality and affordable housing; contributes to safe communities; encourages individual and family self-sufficiency; and affirmatively promotes fair housing.

It is the goal of the Agency to renovate or modernize all public and affordable housing units. In 2011 -538 of IHA's public housing units were renovated. An additional 1,019 will be completed in 2012.

IHA pursued and received mixed finance approval for Lugar Tower in May 2011. IHA is pursuing an allocation of rental housing tax credits for the John J. Barton Apartments (parcel of vacant land near building) in November of 2011.

Lugar Tower will have an additional 74 units added of which 22 are public housing units. IHA provided funding for 13 units respectfully in the Trailside on Mass Ave and St. Clair Place mixed-finance/mixed income developments.

IHA continues to implement the Energy Savings Program which was self-developed and approved by the Department of Housing & Urban Development (HUD) in March, 2010. IHA is implementing a solar program which will generate income for the property and realize a net savings. IHA continues to investigate possible opportunities for acquisition and redevelopment. The focus in 2012 will be on the completion of the approved mixed finance projects. IHA contemplates a mixed finance proposal or a Neighborhood Choice grant for the redevelopment of Clearstream Gardens in the first half of 2012.

In 2011, IT conducted remote demonstrations with all prospective users for the third and final phase of the Elite software conversion, consisting of the purchasing and financial modules, and for the Elite Tax Credit module, allowing housing managers to complete both Tax Credit and Public Housing certifications on the same data. The Elite software conversion will be complete by the end of 2011. Additionally, the IT department completed pilot testing on the Elite Section 8 Partner Portal in the 1<sup>st</sup> quarter and anticipates releasing it for the general Section 8 landlord population in the 4<sup>th</sup> quarter of 2012.

The Agency has made strides in managing the HCV Program as evidenced by increased SEMAP scores and raised its rating to the High Performer level.

**10.0** IHA analyzed its flat rent policy to establish comparability in setting market based flat rents. IHA conducted a rent analysis and made adjustments to its flat rents. See attachment D.

In 2011, IHA promoted self-sufficiency through the Public Housing Family Self-Sufficiency (PH FSS) Program. IHA's Resident Relations Department is working with the AMP's to be part of the face-to-face intake process. This allows resources to be offered to residents as they enter public housing.

IHA continues to build partnerships with local social service agencies. Through our collaborations with Ivy Tech Workforce Development Program IHA was able to provide residents with educational and job training opportunities. Thirteen public housing residents obtained their vocational training certificates.

IHA's Section 8 Homeownership Program continues their collaboration with the Indianapolis Neighborhood Housing Partnership to provide homeownership and housing counseling services to Section 8 and Public Housing residents seeking home ownership.

IHA will determine if there is a need for a significant amendment or modification to the current IHA 5-Year Plan or Annual Plan according to the provisions of the Plan and definitions of "significant amendment" and "substantial deviation/modification" as outlined below. If significant amendments or modifications do arise, they will be handled accordingly.

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

**A significant, major, substantive and non-procedural change to 1) the implementation of core Agency operational commitments AND 2) which would fundamentally deviate from program commitments contained within IHA's current 5 Year/1 Year Plan. To qualify as a "substantial deviation", any and all modifications must qualify as and result in changes of fundamental program focus so inconsistent with IHA's core mission, policy and process, as set forth within any current IHA Plan commitments, that it makes said Plan commitments obsolete, unnecessary and/or moot. Modifications to IHA Plan commitments, which do not change the general theme, scope, direction, policy, and/or comprehensive goals of a program, will be automatically qualified as "non-substantial deviations" of the Plan itself and/or in the purpose/intent of the Plan commitments, and therefore would not require further IHA action; including but not limited to, formal Plan amendment. Additionally, decisions to delay or accelerate the timing of any Plan initiative and/or program, within the relevant five (5) year planning cycle, shall not be deemed to be a Plan deviation (i.e. would qualify as a "non-deviation"), and under no circumstances would these decisions be considered to be a substantial Plan deviation. IHA reserves the right to interpret and apply this definition to determine whether an action or non-action qualifies as a "substantial deviation", "non-substantial deviation" or "non-deviation" for purposes of this definition and as applicable to IHA's program requirements.**

(c). PHA must include or reference any applicable memorandum of agreement with HUD. N/A

<b>11.0</b>	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <ul style="list-style-type: none"> <li>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</li> <li>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</li> <li>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</li> <li>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</li> <li>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</li> <li>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</li> <li>(g) Challenged Elements</li> <li>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</li> <li>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</li> </ul>
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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](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.

**Attachment A**

**St. Clair ACOP**

**ST. CLAIR SENIOR APARTMENTS ADMISSIONS &  
CONTINUED OCCUPANCY POLICY**

**(ACOP)**

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## **ADMISSIONS AND CONTINUED OCCUPANCY POLICY GOVERNING**

### **ST. CLAIR SENIOR APARTMENTS SECTION I. INTRODUCTION**

A. Purpose of Policy: The purpose of this Admissions and Continued Occupancy Policy, hereinafter referred to as “Policy”, is to govern admission and occupancy of the public housing units at St. Clair Senior Apartments (St. Clair) in the City of Indianapolis, Indiana. St. Clair is a mixed-income community consisting of thirty-three (33) residential apartments in one (1) building. There will be thirty-three (33) low-income tax credit units, thirteen (13) of which will receive public housing assistance.

B. Objectives: The objective of this policy is to promote the overall goal of drug free, decent, safe and affordable housing by:

1. Insuring a social and economic mix of residents within the development in order to foster social stability and upward mobility.
2. Allowing admission or continued occupancy to applicants or tenants who meet the requirements set forth in this document and whose presence in the community will not adversely affect the health, safety, comfort or welfare of other residents, the physical environment of the project or create a danger to Agent’s employees.

### **SECTION II. FAIR HOUSING POLICY**

This policy is subject to the United States Housing Act of 1937, as amended, Title VI of the Civil Rights Act of 1964, and all other civil rights requirements, regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), Annual Contributions Contract, Regulatory and Operating Agreement, Section 42 of the Internal Revenue Code of 1986, and state and local laws.

The management agent (the “Agent”) will not discriminate on the basis of race, color, national origin, religion, age, sex, handicap, or familial status in any phase of the occupancy process. The occupancy process includes, but is not necessarily limited to, application processing, leasing, transfers, access to management and services, access to common facilities, treatment of residents and termination of occupancy.

### **SECTION III. DEFINITION OF TERMS**

Definitions are amended from time to time and are contained in Section 24 CFR, which are incorporated by reference including any subsequent amendments, as if fully set out herein.

Accessible dwelling units – When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible

route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR §8.32 & §40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

Adjusted Income - Annual income less:

- A. \$480.00 for each Dependent;
- B. \$400.00 for an Elderly or Disabled Family;
- C. Any reasonable child care expenses for children under age 13 necessary to enable a family member to be employed or to further his or her education; and
- D. The sum of the following items, to the extent that the sum exceeds 3 percent of Annual Income:
  - a. Unreimbursed medical expenses for any elderly or disabled family; and
  - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability needed to enable an adult family member (including the member who is a person with disabilities) to work, but this allowance may not exceed the earned income of the family member age 18 and over who are able to work because of such attendant care or apparatus.

Annual Income - All amounts, monetary and non-monetary, that go to, or on behalf of the family head or spouse (even if temporarily absent) or to any other family member or are anticipated to be received from a source outside the family in the 12 months following admission or the effective date of the annual reexamination. Annual income includes amounts derived from assets to which any member of the family has access that are not specifically excluded by Federal regulations.

- A. Income includes, but is not limited to:
  - 1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services.
  - 2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for

depreciation of assets used in a business or profession may be deducted, based on straight-line decline, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only for straight-line depreciation. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current national passbook savings rate, as determined by HUD.
4. The full amount of periodic amount received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in paragraph B(13) below).
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided paragraph B(3) below).
6. Welfare assistance. 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 shall consist of:
  - a. the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus
  - b. the maximum amount that the welfare assistance agency could in fact allow the family for shelter and

utilities. If the family's welfare assistance is radically reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage.

c. Imputed welfare income based on the amount of income not actually received by a family member due to a reduction of benefits because of fraud or failure to comply with economic self-sufficiency programs.

7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions of gifts received from organizations or from persons not residing in the dwelling.
8. All regular pay, special pay and allowances of a member of the Armed Forces (except for hostile fire pay, which is excluded below).

B. Annual income does not include the following: [24 CFR 5.609(c)]

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph A(5) above);
4. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a Live-in Aide;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

8. (i) Amounts received under training programs funded by HUD; (ii) Amounts received by a person with a disability that are disregarded for a limited time for the purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Achieve Self Sufficiency (PASS); (iii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program; (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the IHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the IHA's governing Board. No resident may receive more than one such stipend during the same period of time; (v) Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
9. Temporary, nonrecurring, or sporadic income (including gifts);
10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years of age or older (excluding the Head of the Household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;

13. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts; a lump sum payment covering the period from application to determination of eligibility;
14. 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;
15. 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;
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in the above list of excluded income apply; or
17. Disallowance of increase in annual income as defined in 24 CFR §960.255(b).

Applicant – A person or a family that has applied for admission to the project.

Auxiliary Aids – Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. [24 CFR §8.3]

Citizen – Citizen (by birth or naturalization) or national of the United States. [24 CFR §5.504]

Co-Head of Household – One or two persons held responsible and accountable for the family.

Dependent – A member of the household (except foster children and foster adults) other than the Head of the Household, spouse, or Live-in Aide, who is under 18 years of age, or is a person with a disability, or is a Full-Time Student. [24 CFR §5.603]

Disabled Family – A family whose Head of the Household, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more Live-in Aides determined to be essential to the care and

well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. (24 CFR §5.403)

Displaced Family – A family in which each member, or whose sole member, is a person displaced by government action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [24 CFR §5.403]

Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug. [24 CFR §5.100]

Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities. [24 CFR § 5.603]

Elderly Family – A family whose Head of the Household, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or Live-in Aides, determined to be essential to the care and well-being of the elderly person or persons. [24 CFR §5.403]

Elderly Person – A person who is at least 62 years of age. [42 USC §1437a(b)(3)]

Extremely Low-Income Family – A family whose annual income does not exceed thirty percent (30%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. [24 CFR §5.603]

Family – Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together; or two or more persons who are not so related, but are regularly living together, can verify shared income or resources that will live together.

Flat Rent - The established rent based on the rental value of each public housing unit (as determined by the Agent and IHA) designed so as not to create a disincentive for continued residency by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts. In no event will the flat rent for a tax credit unit exceed the permissible rent under the tax credit program. Each tenant family occupying a public housing unit must elect annually whether its tenant rent will be calculated as a “flat rent” or as an “income based rent”.

Full-Time Student – A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school. [24 CFR §5.603]

Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. [24 CFR §5.100]

Head of the Household – The family member (identified by the family) who is held responsible and accountable for the family.

Homeless – An individual or family that, but for this housing, lacks a fixed, regular, and adequate nighttime residence; or an individual or family that has a primary nighttime residence that is:

1. a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill);
2. an institution that provides a temporary residence for individuals intended to be institutionalized;
3. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Individual with Disabilities - A person having a physical or mental impairment that:

1. is expected to be a long-continued and indefinite duration;
2. substantially impedes his/her ability to live independently;  
and
3. is of such a nature that such ability could be improved by more suitable housing conditions.

Involuntarily Displaced Applicant – An Applicant is or will be involuntarily displaced if the Applicant has vacated or will vacate (as described above) his or her housing apartment as a result of one or more of the following actions:

1. A disaster, such as flood or fire resulting in the inhabitability of an Applicant's apartment;
2. Activity carried on by an agency of the United States, or by any State or local governmental body or agency in connection with code enforcement, or a public improvement program, or developmental program;

3. Action by a housing owner that forces an Applicant to vacate his/her apartment, provided:
  - a. The reason for the owner's action is beyond an Applicant's ability to control,
  - b. The action occurs despite the Applicant's having met all previously imposed conditions of occupancy, and
  - c. The action taken is other than a rent increase.
  
4. Examples of actions taken by a housing owner that cause an Applicant to vacate an apartment include BUT ARE NOT LIMITED TO:
  - a. Conversion of the apartment to non-rental or non-residential use;
  - b. Closing of the apartment for rehabilitation or any other reason;
  - c. Notice to an Applicant that he/she must vacate an apartment for the owner's personal/family use or occupancy;
  - d. Sale of the apartment in which the Applicant resides under an agreement to vacate when possession is transferred;
  - e. Any other legal act that results or will result in the withdrawal of the apartment by the owner from the rental market.
  
5. The reasons listed above do not include vacating the apartment by the Applicant as a result of actions taken because the Applicant refused to:
  - a. Comply with applicable program policies or procedures under the 1937 Housing Act with respect to the occupancy of under-occupied or overcrowded units;
  - b. Accept a transfer to another housing apartment in accordance with the policies and procedures of a HUD-Approved desegregation plan.
  
6. An Applicant is also involuntarily displaced if:
  - a. The Applicant has vacated his/her housing apartment as the result of actual or threatened physical violence directed against the Applicant or one or more members of the Applicant's family by a spouse or other member of the Applicant's household.
  - b. The Applicant lives in a housing apartment with an individual who engages in such violence.

To qualify as involuntarily displaced by domestic violence, the Applicant must demonstrate that the violence occurred recently or is of a continuing nature. If the family is admitted, based on documentation presented by the Applicant, the Agent may terminate assistance to the family for breach of this certification.

7. An Applicant is also involuntarily displaced if:
  - a. Family members provided information on criminal activities to a law enforcement agency and based on an assessment of an actual or potential threat to the safety of family member(s), the agency recommends re-housing the family to avoid violence against family members as a reprisal for providing such information.
  - b. One or more members of the Applicant family have been victims of one or more hate crimes, and the family has vacated because of such a crime or the fear associated with such a crime. Hate crime shall be defined as: actual or threatened physical violence or intimidation that is directed against a person or his or her property because of the person's race, color, religion, sex, national origin, handicap, or familial status. Agent will attempt to determine whether the hate crime occurred recently or is of a continuing nature.
  - c. A member of the family has mobility or other impairment that makes the person unable to use a critical element of his/her apartment. This category of displacement applies only when the owner is not legally obligated to make changes to the apartment that would make the critical element accessible to the person with disabilities as a reasonable accommodation.

Kinship Care – An arrangement in which a relative or non-relative becomes primary caregiver for a child or children but is not the biological parent of the child or children.

Live-in Aide – A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities who: (1) is determined by the Agent to be essential to the care and well being of the persons; (2) is not obligated for the support of the persons; and (3) would not be living in the unit except to provide the necessary supportive services. [24 CFR §5.403]

The Agent's policy on Live-in Aides stipulates that:

1. Before a Live-in Aide may be moved into an apartment, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to remain in the apartment and comply with the lease terms as the result of such care;

2. Move-in of a Live-in Aide must not result in overcrowding of the existing apartment (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger apartment);
3. Live-in Aides have no leasehold rights to the apartment as a remaining member of a resident family;
4. Relatives who satisfy the definitions and stipulations above may qualify as a Live-in Aide but only if they sign a statement prior to moving in relinquishing all right to the apartment as the remaining member of a resident family.
5. A Live-in Aide can be a single person. A Live-in Aide with a family may also be considered for admission to the apartment provided that the addition of the Live-in Aide's family does not result in overcrowding of the existing apartment. The Live-in Aides and adult members of the Live-in Aide's family must meet the Agent's screening requirements with respect to past behavior especially:
  - a. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors;
  - b. Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity which adversely affect the health, safety, or welfare of other residents or staff or cause damage to the apartment or the development; and
  - c. A record of eviction from housing or termination from any other residential programs.

Low-Income Household – A family whose annual income does not exceed eighty percent (80%) of the median income for the area as determined by HUD with adjustments for smaller and larger families. [42 USC §1437a(b)]

Minimum Rent - In accordance with Section 507 of the Quality Housing and Work Responsibility Act of 1998, minimum rent requirements have been set at \$50 for public housing residents in St. Clair units. The act also requires the Agent to waive minimum rents for an indefinite period of time for public housing families with a long-term financial hardship, upon request of the tenant. The resident must provide Agent with reasonable documentation to substantiate the financial hardship.

A financial hardship includes the following situations:

1. The family is awaiting an eligibility determination to receive federal, state or local assistance (includes legal aliens entitled to receive assistance under the INA).
2. The family's income decreases due to changed circumstances, loss of employment or a death in the family.
3. The family will be evicted as a result of non-payment of the minimum rent.

Financial hardship status will be granted immediately to public housing families requesting a hardship exemption for a period of 90 days. When the family requests a hardship exemption, the minimum rent requirement will be immediately suspended until a determination can be made by Agent as to the validity of the hardship exemption and whether it is temporary or long term. A short-term hardship is defined as any hardship lasting 90 days or less. A long-term hardship is defined as any hardship lasting 91 days or longer. Notwithstanding anything contained in the section, the minimum rent provisions referenced above shall not apply to residents occupying non-public housing units who have a Section 8 voucher or certificate.

Minor – A minor is a person less than 18 years of age. An unborn child will not be considered a minor. (See definition of dependent.) Some Minors are permitted to execute contracts, provided a court declares them “emancipated”.

Near-Elderly Family – A family whose Head of the Household, 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 determined to be essential to the care or well being of the persons. [24 CFR §5.403]

Near-Elderly Person – A person who is at least 50 years of age but below 62, who may be a person with a disability. [42 USC 1437a(b)(3)]

Net Family Assets – The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR §5.603]

1. Real property (land, houses, mobile homes).
2. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals).
3. Cash value of whole life insurance policies.
4. Stocks and bonds (mutual funds, corporate bonds, savings bonds).

5. Other forms of capital investments (business equipment).

Net cash value is determined by subtracting the reasonable cost likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such cost are: brokerage or legal fees, settlement cost for real property, or penalties for withdrawing saving funds before maturity.

Net Family Assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial application or re-examination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

Single Person – A person living alone or intending to live alone, and who is **not** an Elderly Person, a Near-Elderly Person, a Disabled Person, a Displaced Family, or the remaining member of a resident family, or a single, pregnant woman.

Spouse – The husband or wife of the Head of the Household.

Resident Rent – The amount payable monthly by the family as rent to the Agent. Where all utilities (except telephone) and other essential housing services are supplied by the Agent, Resident Rent equals Total Resident Payment. Where some or all utilities (except telephone) and other essential Housing Services are not supplied by the Agent and the cost thereof is not included in the amount paid as rent, Resident Rent equals Total Resident Payment less the Utility Allowance.

Tax Credit Requirements - Any and all matters required by Section 42 of the Internal Revenue Code of 1986, as amended, or any other agreement made as a condition of receipt of tax credits, whether or not such requirement is explicitly stated in section 42 or regulations thereunder.

Total Resident Payment (TRP) – The TRP is the highest of the following amounts, rounded to the nearest dollar: (1) 30% of the family's monthly Adjusted Income; (2) 10% of the family's monthly Annual Income; (3) Minimum Rent; or (5) if elected by the resident, Flat Rent.

Transitional Housing – Housing which has the purpose of facilitating the movement of homeless individuals or families to independent living within a reasonable amount of time (usually 24 months).

Uniform Federal Accessibility Standards – Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically handicapped persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR part 40. See cross reference to UFAS in 504 regulations, [24 CFR §8.32(a)]

Utilities – Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewage services. Telephone service and cable or satellite television service is not included as a utility. [24 CFR §965.473]

Utility Allowance - If the cost of utilities (except telephone and cable television) and other housing services for a public housing unit is not included in the Resident Rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by the Agent or HUD, under 24 CFR Part 965, 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 should be consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility Reimbursement – Funds that are reimbursed to a resident or to the utility company on the residents behalf if the Utility Allowance exceeds the Total Resident Payment. Utility Reimbursement is not applicable to a resident choosing to pay Flat Rent. [24 CFR §5.603]

Very Low-Income Family – Very low-income family means a family whose Annual Income does not exceed fifty percent (50%) of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by HUD. [24 CFR §5.603]

Welfare Assistance – Income assistance from federal or state welfare programs, including Temporary Assistance to Needy Families (TANF). Welfare assistance does not include assistance solely for the purpose of meeting housing expenses nor does it include programs that provide services for working families such as healthcare and children. [24 CFR §5.603]

#### **SECTION IV. ELIGIBILITY FOR ADMISSION AND APPLICATIONS**

A. Eligibility for Admission. It is the Agent’s policy to admit only Applicants who are eligible and able to meet the applicant selection standards. An Applicant is qualified if he or she meets all of the following criteria:

1. Any Applicant applying as Head of the Household must be at least 18 years of age or an emancipated Minor;
2. Anyone in the household 18 years of age or older must complete a separate application;
3. Applicant must demonstrate the ability to pay rent and other charges as required by the lease in a timely manner - The following criteria are to be used for assistance in determining the ability of the Applicant to pay rent:

- i. Availability of Income to Pay Rent: Rent should not exceed 30% of gross Annual Income.
- ii. Use of Rental Assistance: The use of any rental assistance will be added to the Applicant's Annual Income when determining the Applicant's ability to make monthly rent and utility payments.
- iii. Payment History: Two occurrences of non-payment or late payment of rent to a prior landlord during the past year will be considered an unfavorable rental record, unless the family can provide proof of hardship.
- iv. Applicant(s) who owe a balance to a previous or current landlord will be rejected until the account is paid in full, unless previous arrangements for repayment have been made and regular payments are current. Reasonable assurance must also be obtained that the contributing causes for nonpayment have been sufficiently changed to enable the family to pay, when due, rent and other expenses relating to the occupancy of the apartment.
- v. A spouse will not be required to pay any previous balance before admission if his/her spouse was the former lessee, provided there is legal documentation evidencing a divorce or separation. In any event, the former lessee with an unpaid balance will not be added to the lease until the amount is paid in full.
- vi. Residential History: In order to meet the selection criteria, the Applicant must have none of the following documented in their resident file:
  1. Previous misrepresentations of income or family composition;
  2. Failure to cooperate fully in an annual or interim review process within 12 months prior to relocation;
  3. Negative landlord references;
  4. Unsatisfactory home visit inspections; or
  5. Documented court action regarding willful destruction of IHA or other rental property (includes all members of household and visitors);
4. The apartment must be the household's only residence;
5. Applicant must meet the apartment size standards;
6. Applicant must meet citizenship status requirements. Applicant must be able to provide official documentation that each member of the household is a U.S. citizen, or a non-citizen who has eligible immigration status;
7. Provides a Social Security number for all family members, age 6 or older, or can document and certify that they do not have Social Security numbers;
- 8.
9. The household's Annual Income must not exceed the guidelines specified in the Low Income Housing Tax Credit restrictions of Section 42 of the Code. The income limits used by the Agent for admission are established by HUD and usually change on an annual basis. In no case will an Applicant be

admitted to a tax credit unit if the Applicant Family's income exceeds the tax credit income limits.

10. Applicants whose household, in its entirety, consists of Full-Time Students any of whom do not meet one of the exemptions listed below will not be considered eligible for housing. For the purposes of Section 42 of the Code, a Full-Time Student is one who attends, or plans to attend during the next twelve months, an educational organization which normally maintains a regular facility and curriculum for a minimum of five months per calendar year and is considered a full time student by the institution.

Exemptions Include:

- i. Any one of the students filing a joint federal income tax return. A copy of the joint federal tax return must be included in the Applicant's file;
  - ii. A household consisting of a single parent (with custody) and a school age child or children, both of whom are not dependents of a third party;
  - iii. A household receiving assistance under Title IV of the Social Security Act;
  - iv. A household receiving Temporary Assistance for Needy Families; or
  - v. A member of the household enrolled in and receiving assistance under the Job Training Partnership Act or similar governmental job training program.
11. Applicants that apply for public housing or Housing Choice Voucher assisted units may not continue to receive rental assistance on any other housing after the time of move-in;
  12. Applicant must attend and successfully complete the mandatory Pre-Occupancy Orientation session;
  13. Applicant must provide favorable credit history - A credit report must be obtained for all incoming residents and is used as an indicator of the Applicant's history and ability to pay bills. The Applicant's credit history for the past five years will be the focus of examination. Should the Applicant have an open bankruptcy, a balance owed to a utility company(s), monthly debt that would inhibit the Applicant's ability to pay rent, or previous or current evictions shown on the credit report, the Applicant will be denied until any balances are paid in full, and Applicant meets all of the requirements for residency. Agent will not consider past due medical or student loans as debt. The Fair Credit Reporting Act prohibits discussion of the credit report by anyone other than the credit reporting agency. Applicants who are denied residency on the basis of credit history will be notified through a letter compliant with the Fair Credit Reporting Act.
  14. Applicant must satisfy the work requirements - At least one adult in the household age of 18 or above must provide evidence at time of eligibility and occupancy of a minimum of twenty (20) hours per week in paid employment, or, if during occupancy a public housing resident is employed fewer than

twenty (20) hours per week, enrollment in a job training or educational program (authorized by the IHA or its case management entity) coupled with enrollment in the Indianapolis Housing Agency's Family Self Sufficiency program—the G.R.O.W. Program—is a requirement. This enrollment in the G.R.O.W. Program and participation in a job training or educational program is a mandatory continuing obligation, for public housing residents, if Head of the Household is not working at least twenty (20) hours per week. All Heads of the Household are required to notify the Agent within ten (10) days of any changes in their employment, and public housing residents must notify the Agent within ten (10) days of any changes in their training, education or disability status during the lease term.

A household shall be exempt from the above requirements if there is only one adult member of the household and that adult meets one of the following criteria: 1) disabled and receiving social security disability insurance, 2) over 62 years of age, or 3) primary caregiver of an elderly or disabled person.

15. An Applicant must be able to prove the absence of criminal activity - A criminal background check will be run on all adults age 18 or older. Juvenile records will not be checked.

Applicants who have a history of criminal activity may be denied based on the nature of the crime and the number of years since conviction. Family members or other occupants expected to reside in the household are subject to the same requirements and any violations will be reflected onto the primary Applicant. This category of applicants includes, but is not limited to:

- a. Any Applicant who is currently involved, or has a history of, any criminal activity involving physical violence to person or property, the nature of which would be harmful to the safety or welfare of other residents or the peaceful occupancy of the premises;
- b. Any Applicant who has been convicted of, or arrested in connection with any of the following may be denied residency:
  - i. Drug-related criminal activity, drug manufacturing or drug distribution;
  - ii. Assault and battery;
  - iii. Illegal sexual conduct;
  - iv. Arson;
  - v. Murder;
  - vi. Theft, vandalism, robbery, breaking and entering;
  - vii. Unlawful use of a firearm;
  - viii. Fraud;
  - ix. Disturbance of the peace and quiet enjoyment; or
  - x. Willful destruction of property

If a misdemeanor is five (5) years old with no other criminal history since, or a felony is ten (10) years old with no other criminal history since it is subject to review by Agent. If a criminal charge is pending, the application will be put on hold until a judge's ruling.

Any Applicant who is a registered sex offender, or has been convicted of manufacturing or producing methamphetamines is barred from admission for life.

Public housing residents are subject to the additional screening criteria of the U.S. Department of Housing and Urban Development's "One Strike and You're Out" policy as defined in HUD's Policy Directive 96-16.

16. Applicant must provide evidence of school enrollment - Verification will be made that all children ages six (6) to seventeen (17) are enrolled and attending school. The Head of the Household must immediately report any household member that has dropped out of school. The leaseholder must provide evidence that the school drop out is engaged in Family Self-Sufficiency Program activities authorized by the IHA or its case management entity and Agent for 20 or more hours a week within six (6) months of dropping out of school;
17. Applicant must provide evidence of ability to properly maintain a home and common areas - An in-home visit may be conducted at the current place of residence prior to application approval. The Agent may inspect the home for areas including, but not limited to, damages caused by resident, general cleanliness, utilities, and approximate number of occupants. Applicant must demonstrate the ability to care for and avoid damaging the apartment and common areas and to use common areas, facilities, and equipment in a reasonable and appropriate manner;
18. Applicant's ability and willingness to comply with the essential lease requirements will be verified. Information to be considered in completing Applicant screening shall be reasonably related to assessing the conduct of the Applicant and other family members listed on the application, in present and prior housing. The history of the Applicant's conduct and behavior must reasonably demonstrate that the Applicant family can be expected not to:
  - a. Interfere with other residents in such a manner as to diminish the peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
  - b. Adversely affect the physical environment or financial stability of the community; or
  - c. Violate the terms and conditions of the lease.
19. Applicants for homeless set aside units must provide documentation verifying that the applicant is homeless at the time of application. Documentation may include, but is not limited to, a referral letter from a homeless shelter, proof of enrollment in homeless support service program(s),

- or a letter from a family at whose residence the homeless household is residing until securing a fixed, regular, and adequate nighttime residence;
20. To conform to all funding requirements, at least 80% of all occupied units must contain at least one resident 55 years of age or older. In no case will a family or person be admitted for occupancy which causes a conflict with this requirement.

B. Application Process.

1. Acceptance of Applications and Waiting Lists. Anyone who wishes to be admitted to St. Clair, or be placed on one of three waiting lists, will be given an application for admittance unless the waiting list is closed and no applications are being accepted. There will be two separate waiting lists kept for St. Clair: (i) Public Housing Waiting List, (ii) Tax Credit Waiting List. A waiting list to fill all anticipated vacancies within that income tier for one year, that waiting list will be closed. Once one of the lists is closed, no applications will be accepted for that waiting list, until the number on the list falls below the number of households anticipated to fill vacancies for six months. If the Public Housing Waiting List is closed, Agent will make the closure known to the public through publication in a newspaper of general circulation and other suitable means.

Periodically, Agent will attempt contact with each person on the waiting list to determine if they are still in need of assistance.

All applicants are placed on the wait list in chronological order according to the date and time of completed applications. However, Applicants may not be selected in that same order in order to remain compliant with The Quality Housing and Work Responsibility Act (QHWRA) requirements. St. Clair Residents Selection Criteria will comply with the requirements of the QHWRA of 1998. Thirteen (13) of the thirty-three (33) units in St. Clair are subject to the Act. In addition, more restrictive income guidelines may apply as required by the Land Use Restriction Agreement, (e.g. below 30%, 40% and 50% of area median income) beyond the restriction of 60% of Area Median Income or below set forth in Section 42 of the Internal Revenue Code of 1986.

2. Applications. Applications will be accepted between the hours of 9:00 a.m. and 5:00 p.m. on Monday through Friday, except designated holidays, at the following address (hours may be expanded at the discretion of the Agent):

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The application will be filled out completely including all preliminary information regarding eligibility, apartment size, addresses, and dates.

Applicants should be instructed to place N/A wherever questions do not apply to them.

Applications must be signed and dated by Applicant, spouse and/or co-applicant and Agent.

Applicant will be expected to contact the site office immediately, in writing, if there is any change of information that is stated on their application. This includes, but is not limited to, increase or decrease in family size, change in reported income, change of address or phone number, etc.

The location, facilities and circumstances for accepting applications will afford persons the greatest opportunity to apply. Individuals, who have a physical impairment, which would prevent them from completing an application in person, may call the Agent to make special arrangements. A Telecommunication Device for the Deaf (TDD) is also available. If the Applicant is visually impaired, all notices must be in a format readable to the Applicant.

3. Determination of Ineligibility. Upon receipt and after initial review of the application, ineligible Applicants will be notified of their ineligibility, according to HUD guidelines and Agent's resident selection policies.
4. File Maintenance. The Agent will keep a copy of each Applicant's application for admission in the Applicant's file. Any other occupancy information the Agent collects must be retained for at least three (3) years or in accordance with Federal Regulations. This will include data on current applicants and residents, and applications from families who were never admitted. Agent's records with respect to applications for admission to any of the public housing units shall indicate for each application the date and time of receipt; the determination by Agent as to eligibility or ineligibility of the applicant; when eligible, the apartment size for which eligible; the preference rating, if any; and, the date, location, identification, and circumstances of vacancy offered and accepted or rejected.

C. Verification and Documentation.

1. Families are required to provide Social Security Numbers (SSN) for all family members age six (6) and older prior to admission.
2. All members of the family defined above must submit a valid Social Security card issued by the Social Security Administration. If an Applicant or resident cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for verification. He or she may be required by the

Agent to provide one or more of the following alternative documents to verify his or her SSN, until a valid Social Security card can be provided;

These documents include:

- a. Driver's license, that displays the SSN
  - b. Identification card issued by a Federal, State or local agency
  - c. Identification card issued by an employer or trade union
  - d. Identification card issued by a medical insurance
  - e. Company Earnings statements or payroll stubs
  - f. Bank statements
  - g. IRS Form 1099 or W-2 Form
  - h. Benefit award letters from government agencies
  - i. Medicaid Cards
  - j. Unemployment benefit leave
  - k. Retirement benefit
  - l. Life insurance policies
  - m. Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.
  - n. If Agent verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.
  - o. Applicants will not be placed on the waiting list until the documentation is provided and verified. Applicant will be given a reasonable time, subject to the circumstances, to furnish the documentation.
1. The following items will be verified:
    - a. Family composition and type (Elderly/non-elderly);
    - b. Annual Income;
    - c. Assets and Asset income;
    - d. Allowance Information;
    - e. Preferences (as set forth in this policy);
    - f. Social Security numbers and Birth Certificates of all family members;
    - g. Citizenship or eligible non-citizenship status; and
    - h. Any other facts that Agent deems appropriate.
  
  4. Verification of the following must be received in written form **from a third party**, as appropriate:
    - a. Verification of banking
    - b. Verification of child support
    - c. Verification of employment

- d. Verification of pension
  - e. Verification of recurring gift
  - f. Verification of rental history
  - g. Verification of social security benefits
  - h. Verification of welfare benefits
5. Additional documentation that may be required in determining eligibility for admissions:
- a. Temporary Assistance To Needy Families (TANF)
  - b. Birth Certificate, or Drivers License that displays the date of Birth and/or form (s) that are issued by a Federal, State, City or County Agency that displays the date of Birth.
  - c. Child Care Verification
  - d. Credit References (at initial admission or when adding someone to the lease)
  - e. Credit Bureau Reports (at initial admission or when adding someone to the lease)
  - f. Assets Verification
  - g. Marital Status- Separation means the ending of co-habitation by mutual agreement. If an Applicant is divorced or separated and has children by that spouse, applicant must provide at least one of the verifications listed: (i) A final divorce decree (applies to individuals who are divorced and are not separated and is the only documentation accepted for individuals that are divorced); or (ii) Verification that applicant is pursuing child support through Department of Family and Social Services, Child Support Department or The Clerk's Office. If applicant is receiving child support, then applicant can make arrangements to have the child support paid through the court system, either through the clerk's office, Department of Family and Social Services, or through a court referee. Receiving TANF (Temporary Assistance to Needy Families) through the Department of Family and Social Services for former spouse's children. A notarized statement from current landlord (not family) verifying that the current landlord knows that the applicant and spouse have not lived together for the last six (6) months or more. Income tax statements from both husband and wife indicating both filed income taxes separately the last year and that both filed from different addresses.
  - h. Personal References: Personal references may be used when an applicant cannot produce prior rental history records.
  - i. Supplemental Social Security Income (SSI) Benefits
  - j. Unemployment Compensation
  - k. VA Benefits
  - l. Any other reasonable information needed to determine eligibility requested by the Agent, which may include police reports.

6. All responses to written requests for verification must be received within two (2) weeks of distribution. If no response is received, Applicant must resend verifications immediately. If a second verification is not received within a two-week period, it will be necessary for Agent to follow-up with telephone verification or other appropriate action, which must be properly documented by Agent by recording the results in the file, dated and signed by Agent. Verifications are valid for a three-month period and must be re-verified after that time. If third party verification is not obtainable, a signed affidavit from the Applicant with a penalty fraud clause provided by Agent is acceptable, with the exception of third party verifications required for public housing applicants. All verification forms will be HUD and tax credit approved forms and will not be changed or altered.

**NOTE: APPLICANT WILL BE PLACED ON WAITING LIST BASED ON "PRESUMPTIVE" ELIGIBILITY. THE AGENT MAY NOT ACTUALLY VERIFY VARIOUS INCOME AND OTHER FACTORS UNTIL THE APPLICATION NEARS THE TOP OF THE WAITING LIST.**

D. Grounds for Denial of Admission. Agent is not required nor obligated to admit any Applicant who:

1. Owes rent, other monies, or judgments to IHA or any other landlord. At Agent's discretion, the Applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and successful completion of all necessary verification.

**Note: Applicants that owe IHA or any other federally subsidized program funds will not be processed for occupancy. The Applicant must pay the funds owed prior to the application being processed. After the application is processed the Applicant must meet all other conditions for occupancy. Repaying funds that are due does not necessarily qualify an Applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to IHA, which has been discharged by bankruptcy, shall not be considered in making this determination.**

2. Has been evicted by a previous landlord (including IHA), or if the Applicant vacated a prior apartment in violation of the lease within the last five (5) years.
3. Intentionally misrepresents income, family composition or any other information affecting eligibility. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.

4. Did not provide information required within the time frame specified during the application process.
5. Has a history of not meeting financial obligations, especially the payment of rent.
6. Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits, which may adversely affect the health, safety or welfare of the other tenants.
7. Has engaged in drug-related criminal activity or violent criminal activity. Agent shall prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
8. Has a history of criminal activity, including, but not limited to, crimes involving physical violence to persons or property and other criminal activity that may adversely affect the health, safety, or welfare of other tenants. For more detailed information regarding the evaluation of criminal history, see the Eligibility Requirements set forth in Article IV hereof.
9. During the interview process the applicant demonstrates hostile behavior that indicates the prospective applicant may be a threat to our public housing residents.
10. .

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

- E. Notification of Denial and Appeals Process. Denied and cancelled applicants will be filed in alphabetical order by name. Those denied will receive a letter stating the reason(s) for denial. If an application is denied, the Applicant has the right to appeal the decision. The process is as follows:
1. Application is denied and Agent writes a letter to applicant stating the reason for the denial within ten (10) business days of receipt of the Application and all required verifications. The denial letter will provide the opportunity for the Applicant to respond in writing addressing the reason(s) for denial, including tendering additional documentary evidence

and describing extenuating circumstances (“Response Letter”). The Agent must receive the Response Letter within thirty (30) days of sending the denial letter.

2. The Response Letter will be reviewed by a panel comprised of representatives of the Agent and project owner, and if the denial is of a public housing resident, the Indianapolis Housing Agency. The panel will send a response to the applicant within thirty (30) days of receipt of the Response Letter.
3. If the Applicant applied for public housing, and the panel affirms the denial, the Applicant will be informed in writing of the right to request an informal hearing within ten (10) business days.
4. If the public housing Applicant requests an informal hearing, the Agent will contact the Applicant with a date for the informal hearing within ten (10) business days of receipt of the Applicant’s written request for a hearing. The appeal will be heard by the head of company of the Agent or his designee and the Housing Management Director or designee.
5. The Applicant shall be notified of the final decision reached in the informal hearing by mail within fifteen (15) days. If the decision reversed the denial, the Applicant shall be placed in the front of the waiting list for the required bedroom size.

## **SECTION V. RESIDENT SELECTION AND ASSIGNMENT PLAN**

- A. Approval Guidelines: Applicants shall be advised that a final decision on approval cannot be made until all verification procedures are completed and the application is approved. The Agent reserves the right to deny admission to Applicants if it is determined that any member of the household does not meet any of the following criteria. All Applicants for public housing units will be screened in accordance with HUD regulations (24 CFR part 960) and sound management practices.

Once the initial application is processed and the Agent has considered it to be intact and eligible, it is sent to the Management Agent’s compliance department for final approval. No Applicant can move in or be approved without the signature of compliance personnel. During screening, Agent will determine Applicants’ ability to comply with essential provisions of the lease through an assessment of objective evidence of applicants’ current and past behavior, including the ability to:

1. Eligibility Verification Documentation - Provide all of the verification and documentation set forth in Article IV.

2. Pay Security Deposit or Rent - Applicants unable to pay the security deposit and/or first month's rent in full prior to their move-in date will be placed at the bottom of the appropriate waiting list for future consideration. Agent reserves the right to accept a security deposit in installments, however, all balances must be paid prior to move-in. Available units shall not be held vacant for more than 30 days.
  3. Pay Utility Services - Applicants will be denied if they are unable to provide a confirmation number given by the Utility companies that service can be connected. Upon receipt of this number the Agent will verify with the utility company in whose name the service will be placed. Services must be connected in the name of the Head of the Household or Co-Applicant.
- B. Order of Selection: Applications will be filed in the following hierarchical order:
1. Preferences, if applicable; and Apartment size/type needed by applicants; and
  2. Apartment size/type needed by applicants; and
  3. Date and time of successful completion of all necessary verification; and
  4. Provided, however, the provisions of the income targeting, contained within this policy, shall supercede the selection of applicants based on date and time and preference points, if applicable, and allow Agent to skip families on the waiting list to accomplish this goal.
- C. Waiting Lists: All applicants should be informed of the approximate waiting period. This can be done by determining the number of applications on the waiting list for that size and type apartment and then deciding what the anticipated turnover will be for the next twelve months.
1. Management:
    - a. All waiting lists are to be kept in chronological order, by the date and time that the completed application was received. Waiting lists should also include applicant's name, preferences, income and eligibility status.
    - b. There will be three waiting list kept. The first will be for the 37 Tax Credits/Public Housing Units and the second will be for 39 Tax Credit Units Only, and the third will be for the 14 Market Rate Units.
    - c. Through written correspondence the waiting list will be updated semi-annually. Those applicants failing to respond within 10 business days will be removed from the waiting list.

2. Process:
- a. A minimum of two applications will be processed for every anticipated vacant apartment. When an apartment is available, the next two applicants with the earliest dated application will be contacted. For the Public Housing units, the contact will be made based on the earliest dated application within the preferences rankings set forth in this policy.
  - b. Agent will note any conversations with the Applicant by written and dated documentation on the application or attached to the application. Copies of letters sent to the Applicant must be attached to the application. Any changes due to family size and/ or other characteristics may result in an application being moved to the appropriate unit size waiting list or placed on an inactive waiting list until the appropriate unit size waiting list is open.
  - c. If an applicant refuses an appropriately sized apartment, that unit will be immediately offered to the next applicant in line. When an applicant refuses an apartment, that applicant shall be placed at the bottom of the waiting list. Two refusals of an apartment will result in applicant being removed from the wait list.
  - d. Once removed from the waiting list an applicant must wait 60 days before reapplying or when applicants are being accepted, whichever is later.
  - e. The Applicant must accept the vacancy offered within two (2) working days of the date the offer is communicated (by phone, mail or the method of communication designated by the Applicant) or, be dropped from the qualified applicant list. If an Applicant is willing to accept the apartment offered, but is unable to move at the time of the offer and presents, to the satisfaction of Agent, clear evidence (“good cause”) that acceptance of the offer of a suitable vacancy will result in undue hardship or handicap not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped from the list. Examples of good cause reasons for the refusal of an offer of housing include, but are not limited to:
    - i. A health professional verifies temporary hospitalization or recovery from illness of the Head of the Household, other household members or Live-in Aide necessary to the care of the Head of the Household; or
    - ii. The apartment is inappropriate for the Applicant’s disabilities.

The Applicant must be able to document that the hardship claimed is good cause for refusing an offer of housing. Where good cause is verified, to Agent’s satisfaction, the refusal of the offer shall not require that the Applicant be dropped from the waiting list or otherwise affect the family’s position on the waiting list.

- f. Agent will maintain a record of units offered, including location, date, and circumstances of each offer, and each acceptance or rejection, including the reason for the rejection.

3. Waiting List Preferences:

- a. Agent may give preferences to Applicants on the waiting lists or may add Applicants to a waiting list based on certain family characteristics and income mix requirements of the project. Applicants must provide verification of qualification for any preference.
- b. Preference will be given for the Public Housing Units in the following order:
  - i. Displaced Families;
  - ii. Active participants in IHA's Family Self-Sufficiency (FSS) program, the G.R.O.W. Program.
- c. Note that while preference will be given to those listed above for the public housing units, these families are also eligible to apply for the 39 tax credit only units and the 14 market units as well, without preference.
- d. Change in Preference Status while on the Waiting List:
  - i. Applicants who experience a change in circumstances that either qualifies or disqualifies them for a preference will be required to contact Agent immediately so their status on the waiting list may be updated.
  - ii. Upon determination that the family qualifies for a preference, they will be moved up on the waiting list in accordance to their preference(s), any ranking preference(s), and their date and time of application.

D. The Preference System: The preference system set forth in this policy is used to establish the order of placement on the waiting list, not to guarantee admission, and every Applicant must still meet the other resident selection criteria of this policy before being offered housing. There may be factors other than preferences that affect the selection of applicants from the waiting list.

The preference system described in this policy will work in combination with requirements to match the characteristics of the family to the type of apartment available including units with targeted populations. When such matching is required or permitted by current law, Agent will give priority to the families described below. The ability to provide priority for family types will depend on the apartment size available.

The following factors will affect the Applicant selection process:

1. Units with Accessible Features. Agent will give priority to families that include persons with disabilities who can benefit from the apartment features. If no family can be found for an apartment with accessible features, Agent will house a family not needing the apartment features subject to the procedures described herein for transfers. Under this policy a non-disabled family in an accessible apartment can be required to move to the next available appropriately sized unit in the development so that a family needing the apartment features can take advantage of the apartment.
2. Higher or Lower-Income Applicants. Agent will give a priority to higher or lower income Applicants in order to achieve the required income mixing for the project.

E. Occupancy Guidelines:

1. It is Agent's policy that unit occupancy should be by families of the appropriate size. This policy maintains the usefulness of the units, while preserving them from excessive wear and tear or under utilization. If there is a change in household size, the leaseholder must notify the Agent within ten (10) days.
2. Assignment of apartments by bedroom size shall be made by considering the following factors:
  - a. The number of full-time household members;
  - b. The number of children anticipated to reside in the apartment;
  - c. The number of live-in attendants, if appropriate;
  - d. The number of children away from the household due to school;
  - e. The number of unrelated adults who would not be required to share a bedroom;
  - f. The number of different generations within an apartment not required to share a bedroom;
  - g. Members of the household with physical or mental handicap may receive accommodation, including additional living space required for special equipment, with doctor's certification; and
  - h. Upon the request of the applicant, gender of children may be considered.

Any household members who may be temporarily absent from the household for fewer than six months will be counted toward household size, including temporary placement in foster care or kinship care. Those temporarily absent must be included on the lease, and all applicable HUD forms and tenant income certifications. An unborn child may be counted as a person in determining apartment size. A single pregnant woman may be assigned to a two-bedroom apartment.

3. The following general apartment maximum and minimum number of persons per apartment will govern the assignment of a family of a given size and composition.

Occupancy Chart:

Apartment Size	Minimum Number Of Occupants	Maximum Number Of Occupants
1 Bedroom	1	2
2 Bedroom	2	4

4. If a non-public housing household falls out of compliance with the above occupancy standards due to a change in family size, the household shall be placed on a transfer waiting list for an appropriate size apartment within the development. If a household is too large for the apartment due to an increase in family size and no appropriate size apartment is available to accommodate the family within the development, management may assist the family in securing an appropriate apartment in another development under its management. If the household is unsuccessful in securing an appropriately sized unit in another location during the lease term, household size may be taken into consideration upon lease renewal. Special considerations may be made based on medical or other extenuating circumstances. These exceptions must be discussed and approved by the Agent.
5. If the unit size is no longer appropriate for a public housing household, the leaseholder must fill-out an Indianapolis Housing Agency transfer form and receive approval from the IHA Housing Management Director or designee to be placed on a transfer list within the existing community. The IHA may also consider transfers from the development to a site owned by the IHA if certain conditions in Section V.G. hereof are met.
6. Units will be assigned so that:
  - a. It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom. Exceptions may be made for infants and young children or at the written request of the family.
  - b. For verified reason of health (disability, addition of a Live-in Aide, need for medical equipment, etc.), a separate bedroom may be provided for an individual family member.

- c. Two children of the opposite sex (where one or both are 5 years of age or older) will not be required to share a bedroom except at the written request of the family.
- d. The living room will not be used as a bedroom except at the written request of the family.
- e. A single Head of the Household parent shall not be required (but may choose) to share a bedroom with his/her children.

IMPORTANT: The above options will be discussed with each Applicant family. Families will also be updated as to the status and movement of each bedroom size waiting list maintained by Agent. Families shall be asked to declare in writing the bedroom size list on which they wish to be placed within the minimum and maximum ranges set forth in the occupancy chart above. If a family opts for a smaller apartment size than would normally be assigned under the above standards (because, for example, the list is moving faster), the family will be required to sign a statement agreeing to occupy the apartment assigned at their request until their family size or circumstances change.

- 7. Before offering a vacant accessible apartment to a non-disabled Applicant, Agent will offer such units:
  - a. First, to a current occupant of another apartment of the development having a disability that requires the special features of the vacant apartment (in effect, a transfer of the occupant with disabilities from a non-adapted apartment to the vacant accessible/adapted apartment); and
  - b. Second, to an eligible qualified Applicant on the waiting list having a disability that requires the special features of the vacant apartment.
- 8. When offering an accessible/adaptable apartment to a non-disabled Applicant, Agent will require the Applicant to agree to move to an available non-accessible apartment within thirty (30) days when either a current resident or an Applicant needs the features of the apartment. This requirement will be reflected in the lease agreement signed with the Applicant or a lease addendum.

F. Leasing and Occupancy of Dwelling Units

- 1. It is Agent's policy that all public housing units must be occupied pursuant to a lease that complies with HUD's regulations (24 CFR Part 966). All leases for all units in the development must have minimum twelve (12) month terms.

2. Applicant folders will be processed at initial intake. Agent, in agreement with site base waiting list requirements, will perform initial intake, manage the waiting list, screen applicants, and make offers of housing. Offers may be made in person, by phone, or in writing.
3. When offering units, Agent will provide the Applicant with a brief property and unit description and other information to help orient the applicant to the unit and the development. If the Applicant preliminarily accepts the offer of an apartment, Agent will schedule a date to show the apartment to the Applicant.
4. Once the apartment is shown and the Applicant accepts the apartment, the security deposit and all the rent is paid, the Agent will execute a lease. If the Applicant refuses the apartment, the reason for refusal must be obtained in writing from the Applicant. The applicant must sign the "Apartment Offer and Refusal" form. The Agent will review the form and determine whether the refusal was for "good cause." No Applicant will be expected to sign a lease for an apartment that is not ready for occupancy.
5. Applicant is required to report, in writing, changes in family composition, income, or status between the time of the interview with the Applicant and the showing of the apartment. The necessary information will be obtained and processed for placement in Applicant's file. Agent shall not lease units to families whose occupancy will create an over or under housed situation. (Over-housed, family is too small for the apartment; under-housed, family is too large for apartment.)
6. The lease shall be signed by the Head of the Household, spouse, and all other adult (18 years and older) members of the household accepted as a resident family and by an authorized representative of Agent, prior to actual admission.
7. If a resident transfers from one apartment to another within the development, a new lease will be executed for the dwelling into which the family moves. If the new unit is a tax credit unit, a new application and verifications must be completed.
8. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - a. A new lease agreement will be executed, or
  - b. A Notice of Rent Adjustment will be executed, or
  - c. An appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the

Head of the Household, spouse, and all other adult (18 years and older) members of the household accepted as a resident family, and by an authorized representative of Agent.

9. Only those persons listed on the most recent re-certification form shall be permitted to occupy a dwelling apartment. Except for natural births to family members, any family seeking to add a new member must make the request to the Agent in writing for approval prior to the new member occupying the apartment. Following receipt of a family's request for approval, Agent will conduct a pre-admission screening of the proposed new member. Only new members approved by Agent following the screening process will be added to the household. The results of screening shall be used to determine whether or not to admit the new member. Children born to a family member, children under the age below which juvenile justice records are not made available who are adopted by a family member or who are added through a kinship care arrangement are exempt from the pre-admission screening process. The exemption age specified in this paragraph is subject to change should the State or locality modify its laws concerning the availability of police or court records for juvenile offenders. Examples of situations where the addition of a family member is subject to screening are:
  - a. Resident plans to be married and files a request to add the new spouse to the lease;
  - b. Resident is awarded custody of a child at or over the age for which juvenile justice records are available;
  - c. Resident desires to add a new family member to the lease, employ a Live-in Aide, or take in a foster child(ren);
  - d. An apartment is occupied by a remaining family member(s) under age 18 (and not an emancipated Minor) and an adult, not a part of the original household, request permission to take over as the Head of the Household; or
  - e. Family member takes custody or guardianship over Minor children who reside.

**Note: All changes in family composition must be reported in within (10) days from the date of the change, whether adult or Minor.**

Residents who fail to notify Agent of additions to the household will be in violation of the lease. Residents who permit persons to join the household without undergoing screening are also in violation of the lease. Such persons will be considered unauthorized occupants by Agent and the entire household will be subject to eviction.

10. Family members over age 18 who move from the dwelling apartment to establish new households shall be removed from the lease. The resident

has the responsibility to report the move-out within ten (10) calendar days of its occurrence. These individuals may be re-admitted to the apartment provided that they meet the resident selection criteria and otherwise satisfy the screening requirements hereof or they may apply as a new Applicant for placement on the waiting list (subject to applicable income limits, preferences, resident selection, and screening requirements). Medical hardship, or other extenuating circumstances shall be considered by Agent in making determinations under this paragraph.

G. Resident Transfers

1. Objectives of the Transfer Policy:

- a. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- b. To facilitate a relocation when required for modernization or other management purpose.
- c. To facilitate relocation of families with inadequate housing accommodations.
- d. To eliminate vacancy loss and other expense due to unnecessary transfer.

It is Agent's policy that transfers will be made without regard to race, sex, sexual orientation, color, religion, national origin, or familial status. Residents may be transferred to accommodate a disability.

2. Agent has two types of transfers:

- Emergency
  - Administrative
- a. Emergency Transfers are permitted when the apartment or building conditions pose an immediate threat to resident life, health or safety, as determined by Agent. Emergency transfers within the development, or for public housing residents between sites, may be made to repair apartment defects hazardous to life, health, or safety, alleviate verified medical problems of a life threatening nature, or, based on documentation provided by a law enforcement agency, protect members of the household from attack by the criminal element in a particular property or community. These transfers shall take priority over new admissions.
  - b. Administrative transfers – Category One include transfers to remove residents who are witnesses to crimes and may face reprisals (as documented by a law enforcement agency), provide housing options to residents who are victims of hate crimes or

extreme harassment, alleviate verified medical problems of a serious nature, permit modernization of units, permit a family that requires an apartment with accessible features to occupy such an apartment, correct occupancy standards (over/under housed conditions), facilitate income-mixing, and address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the apartment or common areas. These transfers shall take priority over new admissions.

- i. Requests for medical transfers under Administrative Transfer - Category One will be made to the Agent. The Resident will provide the Agent with the necessary verification and/or documentation to substantiate the need for a medical transfer. Whenever feasible, transfers will be made within the development. Medical transfers may also be initiated by Agent (e.g., moving a person with mobility problems to an apartment with accessible features).
- ii. Transfers to correct occupancy standards may be requested or recommended in writing at the time of re-examination or interim re-determination. This is the only method used to determine over/under-housed status. Residents will be granted a preference and place on the waiting list ahead of other Applicants who do not qualify for a preference.
- iii. Residents in an over/under housed status will be advised in their thirty (30) day "Notice of Rent Adjustment" that a transfer is recommended and that the family has been placed on the transfer list. Upon approval of transfer; the tenant shall be notified. Residents will be granted a preference and placed on the waiting list ahead of other Applicants who do not qualify for a preference. This will avoid unfair treatment of Applicants with qualifying dependents who have waited for a unit longer than the existence of a resident's new dependent.
- iv. When a Head of the Household, originally housed in a bedroom by him/herself, has a child, that child shall remain in the parent's bedroom until it is five (5) years of age. After age 5 an Administrative transfer may be recommended. **Exceptions:** spouse or partner returns to the apartment, marriage takes place, or family decides to remain in the apartment and in Agent's opinion the apartment is large enough to accommodate the number of persons now in the household. (Other than for births that occur during tenancy, Agent's prior approval of additions to the household is required.)

### 3. Resident History Requirement for Transfers

- a. The three-prong “good standing criteria” is required for a transfer. Residents will be considered for transfers if they:
    - i. Have not engaged in any activity that threatens the health and safety of residents and staff;
    - ii. Do not owe back rent or other charges, or evidence a pattern of late payment; or
    - iii. Meet reasonable housekeeping standards and have no housekeeping lease violations.Exceptions to the good record requirements may be made for emergency transfers, or when it is to Agent’s advantage to move forward with the transfer.
  
  - b. Without a determination of exception the following policy applies to transfers:
    - i. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full with approval of the Agent.
    - iii. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection for a period of 30, 60, and 90 days from the date the transfer request was submitted.
4. Cost of transfers – Residents shall bear the cost of transfers to correct occupancy standards. Transfers requested or required by Agent will be paid for by Agent. In addition to the out-of-pocket moving expenses, residents will be required to pay a “transfer fee.” A "Transfer Fee" list will be posted in Agent’s offices and is based on the maintenance cost and an administrative charge for processing the transfer. The “Transfer Fee” list will be updated periodically by Agent. Agent will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the apartment for re-rental and, if applicable, a penalty for not turning in the keys to the old apartment within three (3) days of the transfer. The resident is allowed a period of three (3) days to move and turn in the keys to the old apartment without being charged a penalty. If the move takes more than three (3) days and the keys are not turned in the resident will be charged a penalty of \$10 per day for each day the keys are not turned in to Agent. Prior to the transfer, Agent will perform an inspection on the current apartment to determine the amount of charges the resident will be required to pay as a result of resident caused damages, if any. All transfer charges must be paid at the time the resident signs his/her lease and receives the keys for the new apartment. The Agent will perform a final inspection with the resident on the apartment that the resident transferred from, after the keys are turned in, and a final determination will be made by Agent regarding charges that may be due to Agent. For example, the resident may not have cleaned the apartment

properly and/or damaged the apartment during the moving process. If there are any charges that are due Agent, as a result of this inspection, the resident must pay for these damages within fourteen (14) days of written notice from Agent. The resident must sign a transfer agreement after Agent has authorized the transfer and prior to the transfer. All transfer fees must be paid prior to transfer.

**SECTION VI. ELIGIBILITY FOR CONTINUED OCCUPANCY, ANNUAL RE- EXAMINATION, AND REMAINING FAMILY MEMBERS**

A. Eligibility for Continued Occupancy: Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a Family as defined in Section III of this policy. (Note: for purposes of continued occupancy remaining family members qualify as family. Remaining family members can also include court ordered emancipated Minors)
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age six (6) and older, each have Birth Certificates and Social Security numbers or have certifications on file indicating they have no Social Security number.
4. Who are citizens or have eligible noncitizen status.
5. Who comply with the work requirement of this policy.
6. .
7. Who are in full compliance with Section IV, Item 15 of this policy.

B. Remaining Family Members and Prior Debt. As a party to the lease, remaining family members (other than the Head of the Household or spouse) 18 years of age or older will be responsible for all arrearages incurred by the former Head of the Household or spouse. Agent will not hold remaining family members (other than the Head of the Household or spouse) responsible for any portion of the arrearage incurred prior to the remaining family member attaining age 18.

C. Redetermination of Family Income and Composition

1. Regular Redetermination.

- a. **Income-Based Rent:** Agent shall, at least once a year, re-examine the incomes and composition of all resident families and must make adjustments in rents after consultation with the family and verification of the information;
  - b. **Flat Rents:** Agent shall recertify annually, including reporting of all changes of family composition and income;
  - c. **Community and Supportive Services and Family Self-Sufficiency Requirement:** For non-exempt families, Agent shall determine compliance with the community and supportive services and family self-sufficiency requirements set forth herein and in 24 CFR 960 Subpart F.
2. Special Re-examinations. When it is not possible to estimate projected family income with any degree of accuracy at the time of admission or regular re-examination, a temporary determination will be made with respect to income and a special re-examination will be scheduled every ninety (90) days until a reasonably accurate estimate of income can be made. The resident will be notified in advance as to the date for the special re-examination(s). Special re-examination shall also be conducted when there is a change in the Head of the Household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. Interim Redetermination. Upon the submission of a signed change of income/family composition, an interim redetermination based on the change in family income or composition will be completed. Agent will make the redetermination within a reasonable time after the family's request. The adjustment will be made even if the income change will not last a full year.
4. Re-examination Procedures
- a. Employment, income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified, and all verified findings will be documented and filed in the resident's folder.
  - b. Verified information will be analyzed and a determination made with respect to:
    - i. Eligibility of the resident as a family or as the remaining member of a family;
    - ii. Apartment size required for the family;
    - iii. Income based rent; and
    - iv. Resident's choice of rental payment.
  - c. Income shall be computed in accordance with the definitions and procedures set forth in this policy.
  - d. Families failing to respond to the initial, and second notice of the re-examination appointment will be issued a final appointment

within the same month. Failure to respond to the final request will result in the family being sent a Notice of Lease Violation by the Agent for failure to comply with the terms and conditions of occupancy required by the lease. Failure to comply will result in rent being raised to the lower of the tax credit rent or the fair market Flat Rent established by Agent effective the annual date. Continued failure to respond will result in the termination of the lease.

5. Action Following Re-examination

- a. If there is any change in rent, the lease will be amended, a new lease will be executed or a Notice of Rent Adjustment will be issued.
- b. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above.

**SECTION VII. RENT, INCOME AND UTILITIES**

A. Resident's Choice of Rental Payment: In order to maximize family choice, Agent gives residents the annual option to pay either an income-based rent or a Flat Rent. Agent will provide sufficient information for an informed choice. Such information will include the dollar amounts of resident rent for the family under each option and Agent's policy on switching type of rent in circumstances of financial hardship.

1. Income-based Rents. Income based rents, including applicable utility allowance, shall not exceed the highest of 30% of the family's monthly-Adjusted Income, or the 10% of the family's gross monthly Annual Income. Income will be calculated as set forth in this policy.

The income-based rent has a minimum rent of \$50 (including any amount for utilities).

2. Flat Rents: Residents may choose the Flat Rent that has been established based on a reasonable market value as calculated on an annual basis. The Flat Rent will be posted in the Agent's office.

B. Rent Adjustments.

1. Switching. Residents choosing the Flat Rent option may switch to income based rents in the case of financial hardship.

Residents qualify under a financial hardship requirement, if one of the following conditions exists:

- a. loss or reduction of income because of changed circumstances, including loss of employment, death in the family, or reduction in or loss of earnings or other assistance; or
- b. increase in the family's expenses for medical costs, childcare, transportation or education.

**Note: In order to qualify for switching from Flat Rent to income-based rent, the resident must notify and provide verification of the condition to Agent.**

2. Rent Adjustments by Agent. The Flat Rent amount may be re-calculated every year by Agent; however, if the resident opts for Flat Rent as the rent of choice, the Flat Rent amount will remain for two (2) years. For families who choose the Flat Rent, the family must still report any changes in income, family composition, or status to the Agent within ten (10) calendar days of the occurrence. Failure to report within the ten (10) calendar days may result in a notice of lease violation.

Not all changes in family income between re-examinations will result in a rent change.

Residents who quit work to avoid being employed at the next regular reexamination will be considered as misrepresenting the facts and subject to retroactive increases as described below. Residents with seasonal or part time employment of a cyclical nature will be asked for third party documentation of the circumstances of their employment including start and ending dates.

For those residents who opt for income based rent, Agent will process an interim adjustment in rent if it is found that the resident at an annual or interim re-examination has misrepresented the facts upon which the rent is based so that the rent the resident is charged is less than what would have been charged. Agent will apply any increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

Complete justification and verification of the circumstances applicable to rent adjustments must be documented by the resident and approved by the Agent.

Agent will process interim adjustments in rent in accordance with the following policy:

- a. When a decrease in income is reported, and the Agent receives confirmation that the decrease will last less than thirty (30) days, an interim adjustment will not be processed.

- b. Residents reporting decreases in income that are expected to last more than thirty (30) days will have an interim adjustment processed.

Residents granted a reduction in rent under these provisions may be required to report for special re-examinations at intervals determined by the Agent. Reporting is required until the circumstances cease or until it is time for next regularly scheduled re-examination, which ever occurs first. If family income increases during this time, the rent will be increased accordingly. A fully documented record of the circumstances and decision shall be included in the resident's folder.

Agent will not make rent adjustments where there have been income changes as a result of a reduction in welfare benefits based on:

- a. fraud by a member of the family;
- b. family's failure to comply with the welfare program's requirement for work activities or participation in an economic self-sufficiency program.

3. Limits on rent increases. Agent will follow the self-sufficiency incentives set forth in 24 CFR §960.255 regarding disallowance and phasing-in of rent increases for Qualified families (as defined therein).

C. Effective Date of Adjustments. Residents will be notified in writing of any rent adjustment and such notice will state the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the reported change, provided the change in income or circumstances was reported within ten (10) days of the date of the decrease occurrence.
2. Rent increases (except those due to misrepresentation) require thirty (30) days written notice and will go in to affect the first of the month following the thirty-day notice.

D. Failure to Report Accurate Information and/or Failure to Report in Timely Manner. If it is found the resident has misrepresented or failed to report to Agent the facts upon which his/her rent is based so that the rent being paid is less than what should have been charged, then the increase in rent will be made retroactive. Failure to report accurate information is also grounds for initiating eviction proceedings in accordance with the lease terms. Households that fail to report information in a timely manner, or who otherwise do not comply with the agency's annual recertification process, will be raised to the Flat Rent.

E. Notice Requirements. Any resident given a written Notice of Lease Termination (30 day notice) by Agent shall be informed in writing the reason for the termination. The resident must also be informed of his/her right to request a

hearing in accordance with the grievance procedure set forth in the Management Plan on file in the Agent's office ("Grievance Procedure"), and be given the opportunity to make such a reply as he/she may wish. Certain actions are excluded from the Grievance Procedure, specifically: criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or Agent's employees; and any drug-related criminal activity on or off such premises.

Notices of lease termination can be served personally, and if posted to the apartment door, shall also be sent to the resident by Certified Mail. Return of the Certified Mail receipt, whether signed or unsigned shall be considered proof that the resident received proper notification.

The notice shall include a statement describing the resident's right to meet with the Agent and determine whether any remedial actions agreed upon by the resident and the Agent could eliminate the need for the lease termination.

F. Recordkeeping Requirements. A written record of every termination and/or eviction shall be maintained by Agent in the appropriate resident file, and shall contain the following information:

1. Name of resident, number and identification of apartment occupied;
2. Date of the Notice of Lease Termination and any other notices required by State or local law; these notices may be on the same form and will run concurrently;
3. Specific reasons for the notices, citing sections of the lease, and other facts pertinent to the issuing of the notices described in detail;
4. Date and method of notifying resident; and
5. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

G. Resident-Paid Utilities. For utilities for which residents are required to pay the cost of utilities directly to the supplier of utilities, each resident's rent shall be reduced by the Utility Allowance (that is developed by IHA in consultation with the utility supplier and reviewed by HUD and provided to Agent within 10 days of its determination).

When the supplier of utilities offers a "Budget" or level payment plan, it shall be suggested to the resident to pay his/her bills according to this plan. This protects the resident from large seasonal fluctuations in utility bills and ensures adequate heat in the winter.

When a resident makes application for utility service in his/her own name, he or she must sign a third-party notification agreement so that Agent will be notified if the resident fails to pay the utility bill.

If a resident or Applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, resident/applicant will not be permitted to move into an apartment with resident paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

## **SECTION IX. LEASE TERMINATION AND EVICTIONS**

All Lease terminations and evictions will be processed in accordance with Agent's current form of lease and the Grievance Procedure. Current forms of the lease and Management Plan (of which the Grievance Procedure is a part) shall be on file in the Agent's office. The current form of lease and Grievance Procedure is incorporated into this document by reference and is the guideline to be used for lease terminations and evictions. The lease may not cover every specific situation that warrants a lease termination; therefore, for good cause Agent may terminate a lease for reasons that are not specifically listed in the dwelling lease.

## **SECTION X. COMPLAINTS AND GRIEVANCE PROCEDURES**

Complaints and Grievance Procedures shall be processed and implemented in accordance with the approved Grievance Procedure. The Grievance Procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals.

## **SECTION XI. SECURITY DEPOSITS**

A security deposit shall be paid pursuant to schedules posted in the Agent's offices and as otherwise set forth herein. Security deposits may be refunded as provided by law, in the lease, and in this procedure. In lieu of or in combination with a traditional security deposit, Agent may use surety bond program offered by Sure Deposit.



Attachment B

Section 8

Administrative Plan

## **2011 Summary of changes for the HCV Administration Plan**

### **5.1.4 Provide social security documentation for family members**

#### Mandatory Social Security Numbers

Effective January 31, 2010, all members of the household, except those that do not contend they have eligible immigration status, must provide appropriate documentation of his or her Social Security Number (SSN) before the household is admitted into the program. Each program participant whose initial determination of eligibility began before January 31, 2010, except for those 62 years or older as of January 31, 2010, must submit their SSN at the next interim or regularly scheduled reexamination if the participant has (24 CFR 5.216 & 5.218):

- Not previously disclosed a SSN to the agency; or
- Previously disclosed an SSN that USHUD or Social Security Administration (SSA) determined was invalid; or
- Been issued a new SSN.
- Disclosure requirement for assistance applicants

At the time applicant's eligibility is determined, each applicant must submit: 1) the complete and accurate SSN assigned of the applicant and each member of the applicant's household, including the live-in aide and children under the age of six (6), unless the member of the household does not contend that they have eligible immigration status, and 2) required documentation to verify each SSN as referred in paragraph (c) below.

Referral sources for applicants and participants who need to request SSN card or obtain information: cards is available at [www.socialsecurity.gov](http://www.socialsecurity.gov) or 800- 772-1213.

#### **Time frame to submit documents to confirm the SSN**

1) **Applicants:** If at the time of eligibility, the documents to verify the SSN for each family member cannot be submitted and the applicant is otherwise eligible, the applicant may retain his or her place on the waiting list for the program, but cannot become a program participant until the required documents to confirm the SSN is provided. Applicants may be given up to 30 days, or 60 days for applicants 62 years or older, to submit documents confirming each household member's SSN.

2) **Program Participants:** Next annual or interim reexamination or within 60 days of request date, or 90 days for participants 62 years or older. IHA or its authorized contractor may grant additional time up to 90 days, only if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements

### **Penalties for failing to disclose and verify SSN**

- 1) **Applicants:** IHA or its authorized contractor must deny the eligibility of an assistance applicant if the assistance applicant does not meet the applicable SSN disclosure, documentation and verification requirements by the time eligibility is determined or within the period of time established by IHA to provide documentation in item (d).
- 2) **Program participants:** IHA or its authorized contractor must terminate the assistance or the tenancy, or both, of a participant if the participant does not meet the applicable SSN disclosure, documentation and verification requirements.

### **Individuals who do not contend eligible immigration status**

- 1) A single member household without citizenship or immigration status is not eligible for assistance and shall not be admitted into the program.
- 2) A family otherwise eligible for assistance, including household member(s) not contending eligible immigration status (other than the head of household) may be admitted into the program provided prorated assistance. An alternative identification number will be requested for the family member not contending eligible immigration status

### **8.1 Subsidy standards determine the family unit size**

#### Actual Unit Size Selected

The family may select their choice in unit size other than that listed on the assigned voucher so long as the family is not under-housed. Factors to consider are:

- A. IHA or its authorized contractor shall apply the payment standard for the smaller of:
  - the bedroom size shown on the voucher, or
  - the size of the actual unit selected by the family;
- B. The utility allowance used to calculate the gross rent shall be based on the actual size unit selected by the family regardless of the size authorized on the voucher;

### **14.3 Approval of Additional Occupants**

NOTE: Payment standards shall not be adjusted at the time of any interim re-examination, unless the family is moving. At the time of the annual re-exam, the payment standard should be adjusted to reflect any changes since the last regular re-exam in either the family's eligibility or the level of the payment standard.

The IHA will deny a family's request to add additional family members who are:

- Persons who have been evicted from public housing within the last three years
- Persons who have previously violated a family obligation listed in 24 CFR 982.551 of the HUD regulations within the last three years
- Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program within the last three years
- Persons who have been convicted of drug-related criminal activity or violent criminal activity;
- Persons who do not meet the IHA's definition of family;
- Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program,
- Persons who currently owe rent or other amounts to the IHA or to another PHA in connection with HCVP or public housing assistance under the 1937 Act,
- Persons who have engaged in or threatened abusive or violent behavior toward IHA employees or agents, or
- Persons who are subject to lifetime sex offender registration.
- Persons who will cause an over-housed situation.

#### **14.7.2 Interim Examinations – 24 CFR 982.54 (d) (18))**

- An interim examination is a recertification of eligibility and re-determination of subsidy and/or family rent to owner that occurs between regularly scheduled recertification's. An interim examination may be conducted, at the IHA's option, whenever there is a:
- **Change to Family Composition.** Families are required to report all changes in family composition to the Indianapolis Housing Agency in writing within ten (10) business days of the change. Additionally, legal court executed documentation is required to remove a spouse from the household. An interim examination may be conducted, at the IHA's option, whenever there is a change in family composition.

#### 14.9 EIV Discrepancy Report

##### ***Enterprise Income Verification (EIV), Third Party Verification, and Factors Affecting Eligibility and Family Rent***

**A.** Accurate determination of income eligibility, allowances, and family rent can occur only if all factors related to income and family circumstances are verified. IHA will comply with the most recent HUD guidance on verification requirements. IHA will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010),

Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by USHUD.

**B.** IHA or its authorized contractor will follow the verification hierarchy described in PIH Notice 2010-19:

**Level 6:** Upfront Income Verification (UIV) using HUD's EIV System. Highest (Mandatory other than applicants) Ranking is Upfront Income Verification using HUD's Enterprise Income Verification (EIV) system;

**Level 5:** Upfront (Optional) Income Verification (UIV) using non-HUD system such as the Work Number;

**Level 4:** Written Third-Party (High) (Mandatory to supplement EIV reported income and when EIV has no data available. Mandatory if applicant/participant disputes EIV reported income and is unable to provide acceptable documentation). This does include documents issued by a third party and may be hand delivered by the applicant or participant;

**Level 3:** Written Third-Party Form: (Medium –Low) Mandatory if written third party verification documents are not available or rejected by MDPHA or its authorized contractor; and when the applicant or participant is unable to provide acceptable documentation.

**Level 2:** Oral Third Party Verification: (Low) Mandatory if written third party verification is not available.

**Level 1:** (Low) Use as a last resort when unable to obtain any type of third party verification.

If Enterprise Income Verification (EIV) as described below is not available, third-party verification, which may be provided by the participant, will be used. If third party verification is not available, the reasons must be clearly and specifically stated in the tenant's file. Verification requirements are set forth in USHUD regulations at 24 CFR Part 982. Acceptable documents include:

1. Financial statements or tax returns for self-employed
2. Copies of insurance policies
3. Real estate tax statements
4. Copies of birth certifications
5. Copies of court orders concerning custody.

HUD's EIV system is the preferred form of verifying income that is provided by the tenant on the Housing Choice Voucher Applicant/Participant Information Worksheet. If the household's

income in EIV matches the tenant-provided income, or if it is not substantially different, then third party verification is not necessary. However, third party verification may continue to be necessary to complement EIV income verification, for example, when the tenant disputes the data. It will not be considered as an automatic substitute for other third party verification, and may supplement other verification documentation, such as original, current tenant provided documents. The IHA or its authorized contractor will obtain as much information as possible about employment income, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form. EIV is used to verify income for recertification, annual, interim and change of dwelling, or on a random basis.

EIV information cannot be accessed unless a current unexpired *Authorization to Release Information (HUD form 9886)* has been signed by all adult family members. This form expires fifteen (15) months after it is signed by the tenant. If income information in EIV is not available or if it is substantially different from tenant-provided information, then written verification from third parties is the next most desirable form of verification. Currently, a substantial difference requiring third party verification in cases where EIV income data differs from tenant-provided and/or other verified income information is defined as being \$200 or more per month or \$2,400 per year, unless amended by the IHA or its authorized contractor. If EIV income data is not substantially different than current tenant-provided income documentation, the following guidelines for projecting annual income will be used:

1. If EIV income data is less than current tenant-provided documentation, the IHA or its authorized contractor will use tenant-provided documents to calculate anticipated income.
2. If EIV income data is more than current tenant-provided documentation, the IHA or its authorized contractor will use EIV income data to calculate anticipated annual income unless the tenant provides the IHA or its authorized contractor with documentation of a change in circumstances (i.e., change in employment, reduction in hours, etc.). Upon receipt of acceptable tenant-provided documentation of a change in circumstances, the IHA or its authorized contractor will use tenant-provided documents to calculate anticipated annual income.

In cases where EIV income data is substantially different than tenant-reported income, the IHA or its authorized contractor will utilize the following guidelines:

1. Request written third party verification from the discrepant income source. For EIV Social Security Administration (SSA) benefit discrepancies, the IHA or its authorized contractor shall require the tenant to obtain a current original SSA benefit letter within ten (10) business days of the interview date.

2. Review historical income data for patterns of employment, paid benefits, or receipt of other income, when the IHA or its authorized contractor cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.
3. Analyze all data (EIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
4. Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income. In verified differences of \$200 or more per month or \$2,400 or more a year, the IHA or its authorized contractor shall require the family to enter into a repayment agreement for monies owed. Should the family refuse to enter in a repayment agreement or not fulfill its obligations under its repayment agreement, the IHA or its authorized contractor shall recommend termination and may refer the case to the HUD Office of the Inspector General. The IHA or its authorized contractor, in its sole discretion, may recommend terminating assistance for tenant fraud on a case-by-case basis, e.g., forgery or has demonstrated a pattern of unreported or under-reported income in between or at prior reexaminations. In such cases, the IHA or its authorized contractor will make the determination whether to recommend terminating assistance and forwarding the case to the HUD Office of Inspector General via the IHA. In instances where fraud (as defined in Attachment A of this policy), as opposed to tenant error (as defined in Attachment A of this policy), has occurred by the tenant and the difference is verified as being \$10,000 per year, the MDPHA or its authorized contractor shall recommend terminating housing assistance and shall forward cases to the HUD Office of Inspector General for fraud prosecution, where authorized by IHA.

#### **16.17 Impact of Defaulted Mortgages Foreclosures and, Bankruptcies, by the Landlord/Owner:**

##### **16.17 A. Periodic check of state or local real estate taxes:**

Regulation for the applicable payment of state and local taxes must be current on all assisted HCV units. IHA may at its discretion check the status of an owner's delinquent property taxes.

**NOTE:** If it is determined that an owner's taxes are delinquent, notification will be sent to inform the owner that the issue must be rectified within an period no later than 60 days and documentation must be provided. If the owner fails to comply with the request the HAP contract will be terminated and the occupant if applicable will be placed in the move process.

#### **21.13 Requirements to Change a Homeownership HCV to a Rental HCV**

##### **Homeownership Panel:**

3. *Two Section 8 Representatives*



## Housing Choice Voucher-Section 8 Administration Plan



**FOR PUBLIC COMMENT**

**Issued for Public Comment:**

**Approved by the Board of Commissioners:** \_\_\_\_\_ (Effective October 1, 2011)



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## Section 1

### Introduction

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

### Organization and Structure of the IHA

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

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

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

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

### IHA Mission

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

### IHA Programs

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

# Overview of the Section 8 Voucher Program

## 1.1 What Are Section 8 Rental Vouchers?

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

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

## 1.2 Family Eligibility

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

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

## 1.3 Eligible/Ineligible Housing

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

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

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5. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions;
6. A unit occupied by its owner or by a person with any interest in the dwelling unit. However, assistance may be provided for a family residing in a cooperative. Assistance may be provided to the owner of a manufactured home leasing a manufactured home space. In the case of shared housing, an owner unrelated to the assisted family may reside in the unit, but assistance may not be paid on behalf of the resident owner.

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

1. Public or Indian housing assistance;
2. Other Section 8 assistance (including other tenant-based assistance);
3. Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
4. Section 101 rent supplements;
5. Section 236 rental assistance payments;
6. Tenant-based assistance under the HOME Program;
7. Rental assistance payments under Section 521 of the Housing Act of 1949 (a Rural Housing Service program);
8. Any local or State rent subsidy; or
9. Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, *housing subsidy* does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

#### **1.4 Rental Vouchers -- How Do They Function?**

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

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

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

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

## **1.5 The Rent Subsidy**

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

## **1.6 Family share - Family responsibility**

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

## **1.7 Minimum Tenant Payment**

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

## **1.8 Waiver provisions**

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

## **1.9 Maximum family share at initial occupancy**

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

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

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

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

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

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

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

### **1.12 Landlord and Tenant Role**

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

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

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

### **1.13 Indianapolis Housing Agency's Role**

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

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

### **1.14 HUD's Role**

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

### **1.15 Conflict of Interest (24 CFR 982.161)**

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

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

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

### **1.16 Administrative Fee Reserve (24 CFR 982.155)**

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

### **1.17 Section 8 Management Assessment Program (SEMAP)**

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

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

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

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



## **Section 2**

### **Definitions**

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

#### ***Absorption***

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

#### **ACC**

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

#### ***ACC reserve account (formerly "project reserve")***

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

#### ***Administrative fee***

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

#### ***Administrative fee reserve (formerly "operating reserve")***

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

#### ***Administrative plan***

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

#### ***Admission***

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

#### ***Applicant***

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

#### ***Brief period***

Thirty calendar days or less.



### **Contiguous MSA**

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

### **Continuously assisted**

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

### **Conviction**

Found guilty by a court of law.

### **Days**

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

### **Drug related criminal activity**

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

### **Drug-trafficking**

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

### **Eviction**

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

### **Extension of time**

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

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

### **Family**

All the members of a household under one roof and consisting of approved household members as listed on the HAP contract or as subsequently approved by both the owner and



the IHA. IHA recognizes that a variety of relationships exist, which are not necessarily relationships of ancestry or marriage. A family may consist of a single individual.

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

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

**Gross Rent**

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

**HAP contract**

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

**HAP payment**

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

**HAP payment - Suspend**

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

**HAP payment - Terminate**

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

**HAP payment - Withhold**

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

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

### **Housing agency**

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

### **Housing Quality Standards (HQS)**

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

### **Household**

Family members and others who live under the same roof.

### **Initial HA**

In portability, the term refers to both:

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

### **Initial lease term**

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

### **Initial rent to owner**

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

### **Jurisdiction**

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

### **Lease**

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

### **Lease addendum**

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

### **Minimum Rent**

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

**Owner**

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

**Participant**

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

**Payment standard**

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

**Person with disabilities**

In the Housing Choice Voucher program:

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

**Portability**

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

**Public housing**

Federally assisted public housing.

**Quality in Housing and Work Responsibility Act (as amended)**

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

**Reasonable rent**

A rent to owner that is not more than either:

1. Rent charged for comparable units in the private unassisted market; or



2. Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

### ***Receiving HA***

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

### ***Repairs completed***

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

### ***Recovering addict***

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

### ***Repeated***

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

### ***Subsidy***

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

### ***Suspension***

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

### ***Tenant***

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

### ***Threatening, abusive or violent behavior***

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

### ***Violent criminal activity***

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



***Voucher (rental voucher)***

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

## Section 3

### Specific Roles and Responsibilities

#### 3.1 IHA Responsibilities

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

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

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



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

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

### **3.2 Recordkeeping**

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

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



### **3.3 Owner Responsibilities**

An Owner is responsible for:

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

### **3.4 Family Responsibilities**

#### **3.4.1 Applicant responsibilities**

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

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

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



### **3.4.2 Family obligations**

To continue participation in the Housing Choice Voucher program, the family must comply with the family obligations contained in 24 CFR 982.551 and listed below. In addition, the family must comply with any additional obligations contained in the lease and the lease addendum. Any violation of Family Obligations shall be cause for program termination.

To meet the family obligations, the family must:

1. Supply required information - the family will supply any information that the IHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.
2. Supply any information requested by the IHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.
4. Supply any information requested by the IHA to verify that the family is living in the unit or information related to family absence from the unit.
5. Notify the IHA and owner, in writing and no more than 21 calendar days from the first day of absence, when the family is away from the unit for a period of time in excess of 30 calendar days in accordance with IHA policies.
6. Allow the IHA to inspect the unit during normal business hours (Monday through Friday 8am to 5pm, except official holidays), unless otherwise scheduled, and after no less than 48 hours notice. Emergency inspections require no notice.
7. Give 30 calendar days notice to the IHA and the owner in writing before moving out of the unit or terminating the lease.
8. Use the assisted unit for residence by the family. Members of the household may engage in legal profit making activities permitted by local codes and ordinances in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
9. The unit must be the family's only residence and inhabited only by persons approved by the IHA. If the IHA has given approval in accordance with Section 5 of this Administrative Plan, a foster child or a live in aide may reside in the unit. The IHA has the discretion to adopt reasonable policies concerning residence by a foster child or a live in aide, and defining when IHA consent may be given or denied.
10. Notify the IHA, within 10 calendar days, in writing of the birth, adoption, or court-awarded custody of a child.



11. Request the IHA written approval to add any other family member as an occupant of the unit prior to any other person moving in.
12. Notify the IHA, within 10 calendar days, in writing if any family member no longer lives in the unit.
13. Give the IHA a copy of any owner eviction notice.
14. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.
15. Supply information that is true and complete.
16. Supply any information and execute any appropriate release requested by the IHA for use in conducting additional criminal background checks on any household member over the age of 18 during the family's participation in the program.
17. The family (including each family member) must **not**:
  - Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  - Commit any serious or repeated violation of the lease.
  - Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
  - Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
  - Sublease or let the unit or any portion of the unit or assign the lease or transfer any portion of the unit.
  - Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.
  - Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the IHA has determined and has notified the owner and the family of such determination, that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
  - Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.
  - Receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any



duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

### **3.5 Leasing a Unit - Tenant screening**

#### **3.5.1 IHA option and owner responsibility.**

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

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

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

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

#### **3.5.2 IHA information about the participant family**

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

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

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



## **Section 4**

### **Housing Opportunity, Fair Housing and Nondiscrimination**

#### **4.1 Housing Opportunity Plan**

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

##### **4.1.1 Public Notice to Low-income Families**

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

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

##### **4.1.2 Notice Requirements**

Notices will:

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

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

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

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



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

- Media to be used to notify owners about the program(s): Indianapolis Star Newspaper, and other such media as determined necessary.
- Actions to encourage participation by owners of units outside low-income and minority areas: The IHA will offer informational seminars for owners (“Landlord Fairs”). Owners will be notified of such seminars through ads in the Indianapolis Star Newspaper, and other such media as determined necessary.
- Actions to explain program requirements including equal opportunity to owners: As part of the quarterly informational seminars for owners, the IHA will provide equal opportunity and Fair Housing handouts and explain the owners’ obligation to comply.
- Information on local, State and Federal Fair Housing laws: As part of the quarterly informational seminars for owners, the IHA will provide equal opportunity and Fair Housing handouts/fact sheets and explain the owners’ obligation to comply.
- Information on general locations and characteristics of neighborhoods and on listings, to be provided to Voucher Holders as follows: The IHA will provide a listing of participating or interested landlords with neighborhood descriptions, maps, and landlord addresses and telephone numbers.
- Actions to be taken to assist Voucher Holders during housing search, when requested: The IHA will provide a listing of participating or interested landlords with addresses and telephone numbers.
- Actions taken to promote broadest geographical choice in selection of units by Voucher Holders: The IHA’s jurisdiction is limited to Marion County, Indiana. The IHA will make all voucher holders aware of the boundaries of its jurisdiction. The IHA will also inform the voucher holder of the portability option.

### **4.3 Fair Housing and Nondiscrimination**

#### **4.3.1 Compliance**

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

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

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

The IHA will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, the IHA will make such physical or procedural changes to reasonably accommodate people with disabilities. The IHA's records with respect to applications for admission to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; the determination of the IHA as to eligibility or non-eligibility of the applicant; where eligible, the unit size for which eligible, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

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

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

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

#### ***4.3.2 Reasonable Accommodations and Mitigating Circumstance***

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

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



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

#### **4.3.2.1 Authority**

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

#### **4.3.2.2 Obligation**

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

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

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

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

#### **4.3.2.3 Reinstatement & provisions for resumption of assistance**

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

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



- the IHA has a voucher available to issue.

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

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

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

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

For example: A relative arranges for a disabled family terminated due to poor housekeeping (to the extent that it created a serious and repeated lease violation) to receive weekly housekeeping services. The IHA determines that this is a reasonable accommodation and reinstates the family. The IHA may not make continued receipt of the housekeeping services a requirement of continued program participation. If the housekeeping services should stop after six months, the IHA may not terminate the family from the program provided they are able to maintain their tenancy and comply with all program requirements.

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

The IHA may require the former participant to verify that:

- the participant had or has a disability;



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

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

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

#### **4.4 Mitigating Circumstances**

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

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

##### **4.4.1 Effect on denial or termination of assistance**

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

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

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



condition of being allowed to begin or continue participation in the Section 8 program.

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

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

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

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

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

#### **4.4.2 Domestic violence as a mitigating circumstance**

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

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

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

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



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

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

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

#### **4.5 Privacy Policy**

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

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

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

#### **4.6 Postings**

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

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



## **Section 5**

### **Eligibility and Intake**

#### **5.1 Eligibility for Participation in the Section 8 Voucher Program**

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

1. Applicant must qualify as a family
2. Applicant must have income within the current income limits as published by HUD
3. Applicant must meet citizenship/eligible immigrant criteria
4. Applicant must provide social security numbers for all family members
5. Applicant must sign consent authorization for release of information
6. Applicant and all family members over the age of eighteen must pass a criminal background check
7. Applicant and all family members over the age of eighteen must meet the IHA's additional screening criteria

##### **5.1.1 To Qualify as a Family**

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

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

Also:

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



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

### **5.1.2 Income within the current income limits as published by HUD**

To be income eligible, the family must be either:

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

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

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

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



### **5.1.3.1 Requirement**

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

### **5.1.3.2 Applicability**

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

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

### **5.1.3.3 Rights and Privileges of Non-citizens**

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

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

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

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

1. If a mixed family, the family is eligible for Prorated Assistance.
2. There are no eligible members; the family is NOT eligible for benefits. For an Applicant on or after June 19, 1995,

AND:

- a. If a mixed family, the family is eligible for Prorated Assistance.



- b. There are no eligible members; the family is NOT eligible for benefits. For a non-citizen student applicant or participant, AND:
- c. Living alone, the individual is not eligible for financial assistance.
- d. Living with accompanying immigrant spouse and/or children, the student is not eligible for financial assistance.
- e. Living with an accompanying eligible immigrant spouse or children, the family is eligible for Prorated Assistance (i.e., the same assistance available to mixed families).

#### **5.1.4 Provide social security documentation for family members**

##### **Mandatory Social Security Numbers**

Effective January 31, 2010, all members of the household, except those that do not contend they have eligible immigration status, must provide appropriate documentation of his or her Social Security Number (SSN) before the household is admitted into the program. Each program participant whose initial determination of eligibility began before January 31, 2010, except for those 62 years or older as of January 31, 2010, must submit their SSN at the next interim or regularly scheduled reexamination if the participant has (24 CFR 5.216 & 5.218):

- Not previously disclosed a SSN to the agency; or
- Previously disclosed an SSN that USHUD or Social Security Administration (SSA) determined was invalid; or
- Been issued a new SSN.
- Disclosure requirement for assistance applicants

At the time applicant's eligibility is determined, each applicant must submit: 1) the complete and accurate SSN assigned of the applicant and each member of the applicant's household, including the live-in aide and children under the age of six (6), unless the member of the household does not contend that they have eligible immigration status, and 2) required documentation to verify each SSN as referred in paragraph (c) below.

Referral sources for applicants and participants who need to request SSN card or obtain information: cards is available at [www.socialsecurity.gov](http://www.socialsecurity.gov) or 800- 772-1213.

##### **Time frame to submit documents to confirm the SSN**

1) **Applicants:** If at the time of eligibility, the documents to verify the SSN for each family member cannot be submitted and the applicant is otherwise eligible, the applicant may retain his or her place on the waiting list for the program, but cannot become a program participant until the required documents to confirm the SSN is provided. Applicants may be given up to 30 days, or 60 days for applicants 62 years or older, to submit documents confirming each household member's SSN.



2) **Program Participants:** Next annual or interim reexamination or within 60 days of request date, or 90 days for participants 62 years or older. IHA or its authorized contractor may grant additional time up to 90 days, only if there are unforeseen circumstances beyond the family's control that prevent the family from complying with the SSN requirements.

### **Penalties for failing to disclose and verify SSN**

1) **Applicants:** IHA or its authorized contractor must deny the eligibility of an assistance applicant if the assistance applicant does not meet the applicable SSN disclosure, documentation and verification requirements by the time eligibility is determined or within the period of time established by IHA to provide documentation in item (d).

2) **Program participants:** IHA or its authorized contractor must terminate the assistance or the tenancy, or both, of a participant if the participant does not meet the applicable SSN disclosure, documentation and verification requirements.

### **Individuals who do not contend eligible immigration status**

1) A single member household without citizenship or immigration status is not eligible for assistance and shall not be admitted into the program.

2) A family otherwise eligible for assistance, including household member(s) not contending eligible immigration status (other than the head of household) may be admitted into the program provided prorated assistance. An alternative identification number will be requested for the family member not contending eligible immigration status

All family members must provide their Social Security numbers if they have been issued a number by the Social Security Administration or sign a certification that they have not been assigned one. If an individual is under 18 years of age, the certification will be executed by his/her parent or guardian. If a participant who has signed a certification form obtains a Social Security number, it must be disclosed within 10 days.

#### **5.1.5 Authorization for release of information**

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

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

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

The IHA will perform a criminal background check on all applicants prior to participation in the program. In doing so, the IHA contacts local law enforcement agencies to complete the IHA Criminal Background Verification Form. In

compliance with the 1998 Act, if any family member has a history of criminal activity, especially related to drugs or crimes of violence, he/she will not qualify for participation in the program.

### **5.1.7 Additional screening criteria**

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

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

1. Documented eviction from any assisted or non-assisted housing for Drug-Related Criminal Activity. Drug-related Criminal Activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance. **Applicants who have been evicted from public housing, or Section 8 programs because of Drug-Related Criminal Activity will be placed on the wait list only after a five-year period (from the date of the occurrence) has expired.**
2. Persons with documented eviction from public housing or Section 8 programs because of Drug-Related Criminal Activity are ineligible for admission to assisted programs for a five-year period beginning on the date of such eviction. **Applications will be accepted from applicants who have been evicted from public housing or Section 8 programs because of Drug-Related Criminal Activity only after a five-year period (from the date of the occurrence) has expired.**
3. Documented record of arrest or conviction from any assisted or non-assisted housing for manufacturing or producing methamphetamine. **Persons arrested or convicted of manufacturing or producing methamphetamine are never allowed to participate in IHA's housing programs.**
4. Determination by the IHA that the applicant or member of the applicant's family is a registered sex offender. **Registered sex offenders are never allowed to participate in IHA's housing programs.**
5. Determination by the IHA that the applicant or member of the applicant's family owes back rent or other charges, or has established a pattern (three or more times in a 12 month period) of late payment. A former IHA resident who applies while owing a balance consisting of uncollected rent and/or miscellaneous charges will not be considered for housing. In this case, the IHA makes no distinction between an outstanding balance carried as a current receivable and an outstanding balance which has been written off as a collection loss. **Applications shall not be accepted from applicants owing a balance until such time as the balance is paid in full.**



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

## **5.2 The Application Process**

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

**Step 1 - Prequalification** Step 1 takes 3 actions:

Action 1 - Initial application and pre-screening

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

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

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

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

Action 2 - Full Application, Required Documentation and Interview

Action 3 - Determination of Eligibility and Family Share Calculation

Action 4 - Briefing and Issuing the Voucher

### **Step 1 - Prequalification**

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

- a. Applications will be taken from all families interested in housing assistance as long as the wait list is open and IHA is accepting applications. Applications may be made in person at IHA's main office or other such location as specified in the public notice announcing the opening of the wait list.
- b. The application will be dated and time-stamped when received by the IHA. Duplicate active applications will not be honored.
- c. Individuals with handicaps or disabilities which would prevent them from making application in person may call IHA's office to make special arrangements to complete their application.
- d. The IHA may also take preliminary applications at designated outreach sites as it determines necessary to comply with special outreach efforts.
- e. All applications will be pre-screened for the following criteria:
  1. Documented eviction from any assisted or non-assisted housing for Drug-Related Criminal Activity.



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

Determination of satisfactory criminal background checks for all family members over the age of 18.

Determination that there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Determination by the IHA that there is reasonable cause to believe that the person's "pattern" of illegal use of a controlled substance or "pattern" of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Determination by IHA that the applicant or member of the applicant's family owes to the IHA back rent or other charges, or has established a pattern (three or more times in a 12 month period) of late or nonpayment.

Ability to verify and/or certify that they are legal citizens or legal, eligible non-citizens of the United States of America.

Applicants that clear pre-screening shall be placed on the wait list.

Determination of satisfactory criminal background checks for all family members over the age of 18.

Determination that there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Determination by the IHA that there is reasonable cause to believe that the person's "pattern" of illegal use of a controlled substance or "pattern" of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Determination by IHA that the applicant or member of the applicant's family owes to the IHA back rent or other charges, or has established a pattern (three or more times in a 12 month period) of late or nonpayment.

Ability to verify and/or certify that they are legal citizens or legal, eligible non-citizens of the United States of America.

Applicants that clear pre-screening shall be placed on the wait list.

## **2. Processing Initial Applications for Admission**

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



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

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

## **b. The IHA's Tenant Selection Preferences**

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

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

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

### *2. Natural Disaster*

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

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



another family with a lower or higher income is permissible, provided that such skipping is uniformly applied.

- 75 percent of families with incomes below 30 percent of median (“extremely low-income families”).
- 25 percent of other admissions shall comply with eligibility limits under the current regulations (24 CFR 982.201(b)(2)) and law.

### **c. Special Purpose Vouchers**

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

#### **1. Homeless Veterans (VASH Program)**

The Veteran’s Administration Supported Housing Program with the IHA provides permanent housing to the harder-to-serve homeless mentally ill veterans and those suffering from substance abuse disorders.

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

#### **2 Opening and Closing of the Waiting List** [24 CFR 982.206, 982.54(d)(1); At this time IHA’s waiting list for the Section 8 Housing Choice Voucher Program is closed to new applications. IHA’s Executive Director may elect to open the Housing Choice Voucher waiting list at any time.

If the IHA’s waiting list has sufficient applications to fill anticipated openings for the coming 12 months, the IHA may elect to:

- Close the waiting list completely;
  - Close the list during certain times of the year; or
  - Restrict intake by preference.
2. A decision to close the waiting list will consider the number of applications, the number of applicants who qualify for a preference, if applicable, and the ability of IHA to provide assistance in 12 months. Decisions to close the waiting lists, restrict intake, or open waiting lists will be publicly announced.
  3. When the waiting list is closed, the IHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.



## **Types of Housing to be Assisted**

The IHA will allow participating households to also use their housing choice voucher program assistance in a number of specialized housing types. Each of the special housing types described below is targeted to households with particular needs. The program housing quality standards (HQS) generally apply to all units, but each special type of housing has additional unique HQS standards. The payment standard used for each special housing type, and any nonstandard requirements for determining the utility allowance, calculating the HAP payment, or determining the reasonableness of the rent, are included in the program descriptions.

### **1. Assisted Living Facilities**

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

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

#### **Housing Assistance Payment:**

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

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

### **2. Single Room Occupancy Facilities**

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

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



## HQS

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

**Access:** Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.

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

- **Sanitary Facilities:** At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to men, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway, and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.
- **Space and Security:** An SRO unit must contain at least 110 square feet of floor space, and at least four square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.

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

### Payment Standard and HAP Calculation for SRO Housing

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

### **3. Congregate Housing**

Congregate housing is intended for use by elderly persons or persons with disabilities. It contains a shared central kitchen and dining area and a private living area for the



individual household of at least a living room, bedroom and bathroom. Food service for residents must be provided.

### Occupancy

Elderly persons or persons with disabilities may live in congregate facilities. With IHA approval a live-in aide may live in the congregate unit with a person with disabilities or an elderly person. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

### HQS

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

Food Preparation and Refuse Disposal Congregate housing requires:

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

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

## **Factors in Determining Income**

### Elderly or Disabled Household Allowance

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

### Allowance for Medical Expenses

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

Medical expenses are expenses anticipated to be incurred during the 12 months following certification or reexamination which are not covered by an outside source such as insurance. The medical allowance is not intended to give a family an allowance equal to last year’s expenses, but to anticipate regular ongoing and anticipated expenses during the coming year. Not all elderly or disabled applicants or participants are aware that their expenses for medical care are included in the calculation of

adjusted income for elderly or disabled households. For that reason, it is important for PHA staff to probe for information on allowable medical expenses. These may include:

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

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

#### Allowance for Disability Assistance Expense

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

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

#### Special Calculation for Households Eligible for Disability Assistance and Medical Expenses

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

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

When a family has disability assistance expenses that are less than three percent of annual income, the family will receive no allowance for disability assistance expense. However, the allowance for medical expenses will be equal to the amount by which the sum of both disability and medical expenses exceeds three percent of annual income.

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

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

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

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

***Disallowance.***

Exclusion from annual income.

***Previously unemployed***

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

***Qualified family***

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

***Disallowance of increase in annual income:***

- (1) Initial twelve-month exclusion.

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



with disabilities as a result of employment over prior income of that family member.

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

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

(3) Maximum four-year disallowance.

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

***Inapplicability to admission.***

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

**d. Portability (24CFR 982.353 (c)(1), 982.355, PIH Notice 2006-25)**

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

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

**-OUTGOING-**

***Families must:***

- Submit Request to Port Form
- Not move to area with higher costs unless receiving agency will absorb
- Must provide signed 30-day notice from current landlord
- Must provide portability information sheet
- Must provide forwarding address
- Must attend briefing prior to transfer of paperwork

- Must contact receiving agency within 10 days of transfer of paperwork
- Submit all required forms as stated above
- Sign voucher

***IHA must:***

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

**-INCOMING-**

***IHA must:***

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

**Notification Deadlines**

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

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

## e. Verification Requirements Applicable to all Admissions

### 1. Verification of disability

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

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

### 2. Verification of zero income

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

### 3. Verification of income from self-employment.

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

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

### 4. Verification of drug or alcohol rehabilitation

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

### 5. Criminal Background Check

- a. The IHA requires a criminal background check on all applicant family members over the age of 18 as part of the eligibility verification at the time of selection from the wait list.



- b. Participant families that transfer into the IHA's program without a certification in the file stating the date that a criminal background check was completed by the issuing housing agency are subject to this requirement.
- c. It is not necessary for the IHA to run a criminal background check on families that are transferring in from a HA that certifies that it requires a satisfactory criminal background check as a condition of admittance to its Section 8 Program.
- d. Any participant family accepted onto the program prior to the IHA requiring a satisfactory criminal background check as a condition of eligibility will have a criminal background check run at its next annual reexamination.
- e. Each family member who reaches the age of 18 years will consent to a criminal background check at the family's next annual reexamination. Any new family member age 18 years and older must consent to a criminal background check prior to IHA approval for the new member to reside in the assisted unit. The IHA may conduct a criminal background check on any or all family members over the age of 18 during annual or interim recertification.
- f. The IHA will act only on information relative to violent or drug related criminal acts that occurred within the five years prior to its receipt of an unsatisfactory criminal background check with the following exception: Persons convicted of methamphetamine production, sex offenses or other acts of violence shall be terminated or denied assistance regardless of the length of time that has elapsed since the crime was committed.
- g. A family member's refusal to give signed consent for the criminal background check is cause for denial or termination of assistance. If the head of household refuses to sign the consent form, the entire family will be denied assistance or terminated from the program. If a member other than the head of household refuses, the remainder of the family may be assisted provided that the head agrees that such member will not reside in the assisted household.
- h. Unless the criminal background check is used to deny or terminate assistance, it will be destroyed by the IHA. In the event the background check must be used in an informal review, informal hearing or litigation, the background check will be destroyed at the conclusion of such proceedings, including any appeals. It is illegal to keep unused reports on file. Criminal background checks used to deny, condition or terminate assistance will be kept under lock with extremely limited access to staff responsible for eligibility verification.

### 3. Pre-screening of all applicants

**All applications are pre-screened for initial eligibility.** Initial screening will also be conducted in compliance with the QHWRA and shall include specifically:

- a. Documented eviction from any assisted or non-assisted housing for Drug-Related Criminal Activity. Drug-related Criminal Activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell,



distribute or use a controlled substance. **Applications will be accepted from applicants who have been evicted from public housing or terminated from Section 8 programs because of Drug-Related Criminal Activity only after a five-year period (from the date of occurrence) has expired with the exceptions stated below.**

- b. Documented record of arrest or conviction for the manufacturing or producing methamphetamine. **Persons arrested or convicted of manufacturing or producing methamphetamine are never allowed to participate in the IHA housing programs.**
- c. Documented eviction from public housing, or terminated from Section 8 programs because of Drug-Related Criminal Activity are ineligible admission to assisted programs for a five-year period beginning on the date of such eviction. **Applications will be accepted from applicants who have been evicted from public housing, or terminated from Section 8 programs because of Drug-Related Criminal Activity only after a five-year period (from the date of occurrence) has expired.**
- d. Determination by the IHA that there is reasonable cause to believe that the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. **The IHA shall deny admission to a household of any member under this definition until the applicant can provide evidence of successfully completing a supervised drug or alcohol rehabilitation program approved by the IHA.**
- e. Determination by the IHA that there is reasonable cause to believe that the person's "pattern" of illegal use of a controlled substance or "pattern" of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. **The IHA shall deny admission to a household of any member under this definition until the applicant can provide evidence of successful participation or completion of a supervised drug or alcohol rehabilitation program approved by the IHA.**
- f. Determination by the IHA that the applicant or member of the applicant's family owes back rent or other charges, or has established a pattern of late payment. A former IHA resident (otherwise eligible) who applies owing a balance consisting of uncollected rent and/or miscellaneous charges will not be considered for housing. In this case, the IHA makes no distinction between an outstanding balance carried as a current receivable and an outstanding balance which has been written off as a collection loss. **Applications shall not be accepted from Applicants (otherwise eligible) who apply owing a balance until such time as the balance is paid in full.**
- g. Where an applicant cannot verify that he/she is a legal citizen or legal, eligible non-citizen of the United States of America. Each adult member of the household (18 years or older) has to sign a Declaration of U.S. Citizenship form. Adults responsible for children (minor under the age of 18 years) who will reside in their



units will also sign a Declaration of U.S. Citizenship form for each child. **Only legal citizens and legal, eligible non-citizens shall be accepted for occupancy.**

- h. Determination by the IHA that the applicant or member of the applicant's family has been evicted from public housing or terminated from Section 8 programs for lease violations or violations of family obligations. **Applications will be accepted from applicants who have been evicted from public housing or Section 8 programs because of lease violations or violations of family obligations only after a five-year period (from the date of occurrence) has expired.**
- i. Determination by the IHA that the applicant or member of the applicant's family is a registered sex offender. **Registered sex offenders are never allowed to participate in IHA's housing programs.**

**If it is determined by IHA that any one of the nine categories above apply to the applicant, further processing of the application shall not continue. IHA shall notify the applicant within fourteen (14) calendar days of such a determination.**

The applicant shall have ten (10) calendar days to appeal the above determination by following IHA's informal review process defined later in Section 12 of this Administrative Plan.

## **Action 2 - De-concentration of Poverty and Income-Mixing**

The IHA will make a concerted effort to de-concentrate and income-mix participation in its Section 8 Program to meet the following:

- 75 percent of families with incomes below 30 percent of median ("extremely low-income families").
- 25 percent of other admissions shall comply with eligibility limits under the current regulations (24 CFR 982.201(b)(2)) and law.

When the Section 8 program's percentage of families meeting the 30 percent of median ("extremely low-income families") of HUD's current income limits falls below 75% of the total vouchers, the IHA shall select the next eligible family from the wait list whose income is less than 30 percent of median ("extremely low-income families") of HUD's current income limits and who meets all other admissions requirements. The IHA shall continue selecting families in this manner until the 75% target is met.

Likewise, should the Section 8 program's percentage of families meeting the 30 percent of median ("extremely low-income families") of HUD's current income limits exceed 75% of the total vouchers, the IHA shall select the next eligible family from the wait list whose income is more than 30 percent of median ("extremely low-income families") of HUD's current income limits. IHA shall continue selecting families in this manner until the 25% target is met.

To qualify for bonus points on the SEMAP, the IHA must complete a certification form and answer yes for one of the three criteria listed on HUD form 52648



(Addendum for Reporting Data for De-concentration Bonus Indicator). The IHA will use this form to track its de-concentration condition on an annual basis so it may be able to obtain the 5 bonus points.

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

- a. If the applicant clears the initial screening criteria, the IHA will proceed as follows:
  1. From the application and pre-screening defined above, a preliminary eligibility determination is made.
  2. If the family is determined to be preliminarily eligible, the applicant will be informed of the determination by mail within 21 calendar days of receipt of the application.
  3. Preliminarily eligible applicants are placed on the appropriate wait list according to date and time and any preference ranking when the applications are received.
  4. If an applicant is determined ineligible, the applicant shall be notified, in writing, within fourteen (14) calendar days of the date of the determination. The notice will state the reason for the determination and advise the applicant of the right to an informal review.
  5. An automated wait list report by bedroom size will be printed on the first day of each month which includes the following information on apparently eligible households who have an active Application number and a valid date and time the application was received.
  6. Each eligible applicant shall be placed on the Wait list and the files maintained in a manner so as to assure compliance with the selection of family provisions of this Administrative Plan.

#### **b. Changes in Family Circumstances While on Wait list**

Applicants are responsible for informing the IHA, in writing, of changes in family circumstances (including income) and are responsible for responding to requests from the IHA to update application. Failure to provide information will result in the applicant being removed from the wait list.

#### **c. Remaining on the Wait list**

Applicants are required to notify the IHA, in writing, every six (6) months, until selected, of their continued interest for assistance under the program; otherwise their names shall be removed from the wait list.

### **Step 2 - Final Qualification and Selection**

#### **Action 1 - Selection from pre-qualified applicants and Application of De-concentration of Poverty and Income-Mixing**

See Step 1, Action 2 above and Section 6 of this Administrative Plan

#### **Action 2 - Full Application, Interviews and Verification Process Submission Requirement for Application**



Once a voucher is available and determination of de-concentration as defined above is applied, the family is selected for participation in the Section 8 program; the following items will be verified according to the IHA's Verification Procedures to determine eligibility and qualification for final selection and admission:

1. Updated Application
2. Annual Income
3. Proof individuals are members of the family
4. Assets and Asset Income
5. Allowance Information
6. Social Security Numbers of all Family Members over the age of six
7. Additional information used in Applicant Screening.

### **Interview and Verification Process**

As an applicant moves to the top of the wait list, the applicant will be given an appointment with the IHA for an interview to complete the application for participation. The applicant will be notified either in writing or by telephone no less than ten (10) calendar days in advance of the interview.

All information relative to income, eligibility and rent, net assets and criminal history shall be verified and all verified findings will be documented and recorded in the applicant file. Only verified information that is less than 60 calendar days old may be used for certification or recertification.

Such documentation may include reports of interview, checklist as completed as part of the interview, Housing Agency records, verification forms signed by a third party, computer printout provided by a third party, letters, and telephone conversations with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a synopsis of the information received.

Sources of information may include, but are not limited to, the applicant (by means of interview or home visits); criminal reports and the IHA records.

In the event of receipt of unfavorable information regarding the conduct of the applicant for compliance with the 1998 Act, IHA may elect to give consideration to the nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects in determining the eligibility of the applicant.

### **Action 3 - Determination of Eligibility and Family Share Calculation**

#### **Annual Income**

The IHA has the responsibility for reexamination and verification.

1. The IHA will conduct a reexamination of family income and composition at least annually.



2. The IHA will obtain and document in the tenant file third party verification of the following factors, or must document in the tenant file why third party verification was not available:

- Reported family annual income
- The value of assets
- Expenses related to deductions from annual income
- Other factors that affect the determination of adjusted income

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family Head and Spouse (even if temporarily absent) and by each additional family member. Annual income is anticipated income for the 12-month period following the effective date of initial determination or recertification of income, exclusive of income that is temporary, non-recurring, or sporadic as defined later in this section or is specifically excluded from income by other federal statute. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, including compensation for overtime and other compensation for personal services as reported (such as commissions, fees, tips, and bonuses).

NOTE: Income of minors (less than 18 years of age) is excluded from the definition of annual income. Also, for families with net family assets in excess of \$5,000.00, the IHA uses the greater of either actual income derived from assets or a percentage of the value of such assets based on the current passbook savings rate determined by HUD. When net family assets are \$5,000.00 or less, actual income from assets will be calculated.

2. The net income from the operation of a business or profession including the withdrawal of cash or assets. (For this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine the net income from a business. A straight-line depreciation of assets used in the business or profession may be deducted).
3. Interest, dividends, and net income of any kind from real or personal property. (For this purpose, expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from real or personal property).
4. The full amount of periodic payments received from annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and dismissal wages.



6. All welfare assistance payments received by or on behalf of any family member.
  7. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts, including amounts received from any persons not residing in the dwelling.
  8. All regular pay, special payments and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a member of the Armed Forces. Does NOT include pay for exposure to hostile fire.
  9. Payments to the head of household for support of a minor, or payments nominally to a minor for his/her support but controlled for the minor's benefit by the head of household or a participant family member other than the head, who is responsible for the minor's support. This includes, but is not limited to, social security or child support.
10. Grant or scholarship funds for subsistence expenses.

### **Items Not Included in Annual Income (income exclusions)**

Annual income does not include the following:

1. **Wages of Family Members Under 18, 24 CFR 5.609(c)(1):** Income from employment of children (including foster children) under the age of 18 years.
2. **Earnings Over \$480 for Full-time Students Over 18, 24 CFR 5.609(c)(11):** Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
3. **Refunds or Rebates of Property Tax on Home, 24 CFR 5.609(c)(15):** Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.
4. **Payments for Student Financial Assistance Paid Directly to the Student or Educational Institution, 24 CFR 5.609(c)(6):** The full amount of student financial assistance paid directly to the student or to the educational institution.
5. **Lump-Sum Additions to Family Wealth, 24 CFR 5.609(c)(3):** Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section).
6. **Lump-Sum Payments of Deferred Benefits, 24 CFR 5.609(c)(14):** Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
7. **Temporary, Non-Recurring, Sporadic Income, 24 CFR 5.609(c)(9):** Temporary, nonrecurring or sporadic income (including gifts).



8. **Amounts Received for Reimbursements of Medical Expenses of Any Family Member, 24 CFR 5.609(c)(4):** Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
9. **Live in aide income, 24 CFR 5.609(c)(5):** Income of a live-in aide, as defined in 24 CFR 5.403
10. **Adoption Assistance Payments in Excess of \$480 Per Child, 24 CFR 5.609(c)(1 2).**
11. **Payments to Keep Developmentally Disabled Family Members at Home, 24 CFR 5.609(c)(16):** Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
12. **Payments Received for the Care of Foster Children or Adults, 24 CFR 5.609(c)(2):** Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
13. **Kin-GAP payments are subsidies to children leaving the juvenile court system to live with a relative or legal guardian. These guardianship care payments are available to children exiting the juvenile court system. The payments made on behalf of the related child to the tenant household is excluded from income certifications pursuant to 24 CFR5.609(c)(2).**
14. **Special Armed Forces Pay, 24 CFR 5.609(c)(7):** The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
15. **Foreign Government Reparation Payments, 24 CFR 5.609(c)(10):** Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
16. **Earnings and Benefits From Employment Training Programs Funded By HUD, 24 CFR 5.609(c)(8)(i).**
17. **Incremental Earnings and Benefits from Participation in Qualifying State and Local Employment Programs, 24 CFR 5.609(c)(8)(v):** Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and



objectives, and are excluded only for the period during which the family member participates in the employment training program.

18. **Reimbursement for Out-Of-Pocket Expenses While Attending a Public Assisted Training Program, 24 CFR 5.609(c)(8)(iii):** Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
19. **Resident Service Stipend Not To Exceed \$200 For Services to the PHA (if PHA Provides), 24 CFR 5.609(c)(8)(iv):** Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident shall receive more than one such stipend during the same period of time.
20. **Stipends to Reimburse Residents for Expenses of Serving as Members of the PHA Governing Board or Commission, 24 CFR 5.609(c)(8)(iv)(see above):** The Public Housing Reform Act provides that the governing board of a PHA must generally contain at least one member who is directly assisted by the PHA (42 U.S.C. 1437(b)). To support and facilitate implementation of this statutory requirement, HUD is clarifying that the resident service stipend exclusion covers amounts received by residents who serve on the PHA governing board. HUD is concerned that without this clarification, residents may be discouraged from participating.

HUD issued a notice in *58 Federal Register 41287, August 3, 1993*, to specify additional benefits excluded from income. The benefits excluded are listed below:

- The value of the allotment provided to an individual under the *Food Stamp Act*
- Payments to volunteers under the *Domestic Volunteer Services Act*
- Payments received under the *Alaska Native Claims Settlement Act*
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes
- Payments or allowances under DHHS' Low-Income Home Energy Assistance Program (LIHEAP)
- Payments received under programs funded in whole or in part under the Partnership Act



- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians
- The first \$2,000 of per capita shares from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior
- Federal scholarships funded under Title IV of the *Higher Education Act of 1965*, including awards under the Federal work study program or under the Bureau of Indian Affairs Student Assistance program
- Payments received from programs funded under Title V of the *Older Americans Act of 1965*
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any fund established pursuant to the settlement in the *In re Agent Orange* product liability legislation.
- Payments received under *the Maine Indian Claims Settlement Act of 1980*.
- Child care arranged or provided under the *Child Care and Development Block Grant Act*
- Earned Income Tax Credit refund payment

In a supplementary Notice 66 *Federal Register* 4669, April 20, 2001, HUD updated and remedied omissions of the exclusions published in 1993:

- Payments by the Indian Claims Commission to the Confederate Tribes and Bands of the Yakima Indian Nation or the Apache Tribe of the Mescalero Reservation.
- The first \$2000 of income received by an individual Indian derived from interests or trust or restricted land,
- Any allowance paid under provisions of 38 *U.S.C. 1805* to a child of a Vietnam veteran, suffering from spina bifida.
- Any amount of crime victim compensation that the applicant (under the *Victims of Crime Act*) receives through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the *Victims of Crime Act* because of the commission of a crime against the applicant.

### **Anticipated Annual Income**

If it is not feasible to anticipate a level of income over a 12-month period, the IHA may annualize *current* income, subject to re-determination at the end of the shorter period.

The following methods may be used to determine annualized income:



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

### **Adjusted Income**

Adjusted Income (the income upon which rent is based) means Annual Income less the following deductions and exclusions:

#### ***For All Families***

1. Child Care Expenses - A deduction of reasonable amounts anticipated to be paid by the family for the care of children less than 13 years of age for the period for which Annual Income is computed.

Participants will be entitled to deduction only when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be non-reimbursable expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by the IHA when the expense is incurred to permit education.

2. An exemption of \$480 for each member of the family residing in the household (other than the head, or spouse, live-in aide, or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
3. Disability Expenses - a deduction of reasonable unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for disabled family member(s), where such expenses are necessary to permit family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) free to work. The allowance for unreimbursed reasonable attendant care or auxiliary apparatus expenses may not exceed the employment income received from the family members (including the person with disabilities) who are 18 years of age or older and who are able to work as a result of the assistance to the person with disabilities.

Equipment and auxiliary apparatus may include but is not limited to: wheelchairs, lifts, reading devices for the visually impaired, service animals, and equipment added to cars and vans to permit their use by the disabled family member. For non-elderly families, elderly families and single person families, the amount of the deduction equals the cost of all reimbursed expenses for the disabled care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned. For elderly families with medical expenses, the amount of the deduction equals the cost of all unreimbursed expenses for disabled



care and equipment less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

**For elderly families only:**

1. Medical Expense Deduction - A deduction of unreimbursed Medical Expenses over 3% of Annual Income, including insurance premiums, anticipated for the period for which Annual Income is computed.

Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglass, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the IHA for the purpose of determining a deduction from income the expenses claimed must be verified. For elderly families without disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income. For elderly families with both disability and medical expenses: the amount of the deduction is calculated as described in paragraph 3 above.

2. Elderly Household Exemption - An exemption of \$400 per household.
3. Self-sufficiency incentives for persons with disabilities-- Disallowance of increase in annual income (24 CFR 5.617)

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

**Definitions** - The following definitions apply for purposes of this section:

**Disallowance.**

Exclusion from annual income.

**Previously unemployed**

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

**Qualified family**

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



Disallowance of increase in annual income:

(1) Initial twelve-month exclusion.

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

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

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

(3) Maximum four-year disallowance.

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

***Inapplicability to admission.***

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

***Zero income***

As a practical matter, a family will have income from a source or another party that is paying for their living expenses on their behalf. Rent and utility payments paid on behalf of the family and other cash or non-cash contributions provided on a regular basis will be counted as income. The applicant must disclose all contributions.

**Participants that claim zero income shall be re-certified every sixty (60) days.**  
(See “zero income policy”.)

## Minimum Rent

The IHA requires all Section 8 participants to pay a minimum rent of **\$50.00** per month, unless otherwise exempted in accordance with this Administrative Plan.

**The Quality Housing and Work Responsibility Act of 1998 (QHWARA) includes a provision for the establishment of minimum rents to be paid by participants in the Section 8 Housing Choice Voucher Program. This provision permits housing authorities administering the program to set a minimum rent requirement between \$0.00 and \$50.00 per month.**

## Minimum Rent Hardship Policy

### EXEMPTIONS FROM THE MINIMUM RENT REQUIREMENT:

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

Only the following situations shall qualify for the exemption:

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

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

1. A completed IHA Section 8 Application for Continued Occupancy, listing all household members, all current and anticipated household income, all household assets and their sources, an income questionnaire, and an open verification form signed by each household member 18years of age and over.)
2. A completed Zero Income Interview Guide and Checklist listing all the household members' current financial obligations and routine expenditures.



3. A certification statement that no member of the household has made a purchase or financial obligations of a non-essential nature, as outlined above, within the past 90 days.
4. A Non-Income Affidavit certification statement signed and notarized for each household over the age of 18 years.

If a family requests the hardship exemption, application of the minimum rent hardship will be suspended beginning the month following the family's written hardship request. During suspension, the minimum rent will be included in the family's Total Tenant Payment (TTP) and the housing assistance payment will be increased accordingly.

IHA will determine if the hardship is temporary or long-term. This determination will be based on the information and documentation provided by the family.

## **MINIMUM RENT HARDSHIPS:**

### ***Temporary Hardship***

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

### ***Long-term Hardship***

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

### ***No Hardship***

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

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



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

### **Verifying Annual Income**

1. Projections of Annual Income shall be based on the best available information, with due consideration to past year's income, current income rate and effective date; and shall include estimates for each income recipient in the family group.
2. The income of irregular workers will be estimated on the basis of the best information available, with due consideration to earning ability and work history.
3. Overtime will be computed in accordance with verification obtained from the employer, in the absence of more reliable or accurate information.
4. Income is the most important factor in determining a family's eligibility and rent. The IHA has established methods of verifying income which include:
  - Third-party verification through an employer or public agency.
  - The IHA review of documentation provided by the family such as:
    - (1) Benefit checks
    - (2) Income tax returns
    - (3) W-2 forms
  - In the absence of any of the above, notarized affidavits from the family describing the amount and type of income are acceptable documentation.

### **Family Share Decreases**

There will be adjustments in rent between admission and first recertification or between scheduled recertification only when the Participant can show a change in his/her circumstances (such as decline in income or change in family composition) that would result in the Participant paying a lower family share, decreases will be made effective the first of the month following the month in which the change was reported. The family may, at its option, request an interim examination based on income reduction; such request must be made within ten (10) calendar days of the change; otherwise all changes must be reported at the next scheduled recertification.

1. Verification of the circumstances in such cases will be documented and approved by the Executive Director or designee before any such action is taken.
2. Any Participant who has been granted a reduction because of income instability in rent under this provision shall be required to report monthly on his/her situation until the



circumstances cease or until time for his/her regularly scheduled recertification, whichever occurs first.

### **Family Share Increases**

A fully documented record of the circumstances of the income increase and determination of the increased rent shall be included in the Participant's folder. Increases will be made effective the first day of the second month following the month in which the change was reported. The family must report all income increases at the next scheduled recertification. Participants who have increased income and fail to comply with this requirement will have their assistance terminated.

### **Changes in Family Composition**

1. All changes in family composition must be reported to the IHA within ten (10) calendar days of occurrence.
2. The IHA will determine if the change in family composition will affect the family for the size unit it is currently occupying.
3. With the written consent of the IHA, a foster child or a live-in aide may reside in the unit if the addition does not disqualify the family for the size unit it is currently occupying; or in the case of a live-in aide the addition is necessary to provide reasonable accommodations to the handicapped. The IHA is not required to consider more than one person to accommodate a participant's request for a live-in aide (i.e: husband and wife or several family members), although each request will be evaluated on case-by-case basis. Participants who fail to comply with this requirement will have their assistance terminated.

### **Attempted Fraud**

Any information provided by the applicant that verification proves to be untrue shall be used to disqualify the applicant for admission and continued participation on the basis of attempted fraud. The IHA considers false information about the following to be grounds for rejecting an applicant:

- Income, assets, family composition
- Social Security numbers
- Allowances (i.e. child care expenses, medical expenses)
- Previous occupancy or criminal history
- Citizenship status

Unwitting errors that do not secure an advantage with regard to program eligibility or rent will not be used as a basis for applicant rejection.

### **Action 4 - Briefing and Issuing the Voucher**

See Section 7 and Section 9 of this Administrative Plan.



## Section 6

### Wait List Administration

It is IHA's policy to administer its wait list as required by HUD regulations (24 CFR 982.204).

The family must designate a head of household. The head of household is the adult member of the household who is responsible for conducting the family's business with the Indianapolis Housing Agency and has the legal capacity to enter into a lease under Indiana law. Minors who have been emancipated by a recognized court of law may be recognized as head of household.

#### 6.1 SPECIAL FUNDING (24 CFR 982.54 (d) (3))

Any special rules for use of available funds when HUD provides funding to the PHA for a special purpose (e.g., desegregation), including funding for specified families or a specified category of families

#### SPECIAL RULES

The Indianapolis Housing Agency administers all programs in accordance with HUD requirements. Special admission applicants will be admitted outside of the regular waiting list process. Applicants do not have to qualify for any preferences, nor are they required to be on the wait list. The Indianapolis Housing Agency maintains separate records of these admissions.

#### 6.2 Organization of the Wait List

The applicant shall be placed on the wait list in sequence based upon assigned lottery number and if an applicant qualifies for a verified preference, by date of application and the date and time the application is received. Verified preferences will

##### 6.2.1 PREFERENCES

The Indianapolis Housing Agency preference system is used to establish the order of placement on the waiting list, not to guarantee admission. Preferences will be granted to applicants who are otherwise qualified and who, at the time they are certified for admission, meet definitions of the preference(s) described below:

1. National and/or State Disaster Affected Families  
Individuals or families displaced by a natural disaster, so declared by the President of the United States and/or the Governor of Indiana, shall receive preference. Priority will be given to individuals or families who had Section 8 housing choice vouchers at the time they were displaced by the natural disaster.
2. Involuntary Displacement by Government Action  
Individuals or families displaced as a direct result of an action carried on by an agency of the United States or by any State or local government body or agency in connection with code enforcement, public improvement or development



program may qualify for priority placement on the waiting list. However, the Executive Director shall have the discretion to determine whether the government action warrants such a preference on a case-by-case determination of the extent, cause, effect and consequence of the government action. If the Executive Director determines that the government action warrants a priority preference, said preference shall apply for all individuals or families affected by that particular government action provided they qualify in all other respects.

Persons who meet these preference criteria may apply for Section 8 housing choice voucher assistance at any time.

### **6.3 Selection of Applicants from the Wait List**

#### **6.3.1 SELECTION FROM TENANT BASED WAIT LIST**

Applicant families will be selected from the wait list in sequence as determined by verified preferences and/or lottery selection. Applicants with verified preferences may be moved to the top of the wait list ahead of lottery selections.

#### **6.3.2 De-concentration**

The IHA will make a concerted effort to de-concentrate participation in its Section 8 Program to meet the following:

- 75 percent of families with incomes below 30 percent of median (“extremely low-income families”).
- 25 percent of other admissions shall comply with eligibility limits under the current regulations (24 CFR 982.201(b)(2)) and law.

The 1998 Act allows a Housing Authority to offer incentives to eligible families that would help accomplish the de-concentration and income-mixing objectives. In addition, skipping of a family on a wait list specifically to reach another family with a lower or higher income is permissible, provided that such skipping is uniformly applied.

Therefore, when the Section 8 program's percentage of families meeting the 30 percent of median (“very low-income families”) of HUD’s current income limits falls below 75% of the total vouchers issued, the IHA shall select the next eligible family from the wait list whose income is less than 30 percent of median (“extremely low-income families”) of HUD’s current income limits and who meets all other admissions requirements. The IHA shall continue selecting families in this manner until the 75% target is met.

Likewise, should the Section 8 program’s percentage of families meeting the 30 percent of median (“very low-income families”) of HUD’s current



income limits exceed 75% of the total vouchers, the IHA shall select the next eligible family from the wait list whose income is more than 30 percent of median (“very low-income families”) of HUD’s current income limits. IHA shall continue selecting families in this manner until the 25% target is met.

### **6.3.3 Notification**

Applicants will be notified by mail once they reach to top of the wait list and are selected from the waitlist. The notification will inform what qualifications must be met to receive a voucher and what documents will be needed to from the applicant household at the initial appointment.

## **6.4 Admissions**

Vouchers will be issued to families as the applicant file is completed, meaning all required verifications and documents are present in the file to make the determination of eligibility. This may mean that applicants are not necessarily issued vouchers in the order selected from the waiting list.

## **6.5 Opening and Closing Wait Lists**

The Indianapolis Housing Agency announces the reopening of the tenant-based wait list in accordance with HUD requirements. Announcements are advertised through public notice in newspapers of general circulation, minority publications (as appropriate) and media entities and shall comply with Fair Housing requirements. The notice contains a brief description the dates, times and locations where families may apply, as well as any limitations on who may apply (24 CFR 982.206). The waiting list will remain open long enough to achieve a waiting list adequate to cover projected turnover and new allocations

The public notice that announces the reopening of the tenant based wait list will include the length of time that applications will be accepted. Applications will be accepted up to the close of business on the date announced in the public notice. For the purpose of this administrative plan, applications that are post marked on or before the closing date will be accepted. At no time will an application that is submitted by U.S. Mail be accepted later than 10 calendar days after the closing date of the waiting list. The Indianapolis Housing Agency does not accept any liability or responsibility for applications that are lost and/or misdirected by the U.S. Post Office.

If the IHA has sufficient applications to fill anticipated vacancies for the coming 12 months, it may elect to:

1. Close the wait list completely;
2. Close the list during certain times of the year; or
3. By size and type of dwelling unit.



Decisions about the wait list will be based on the number of applications available for a particular voucher. Closing the wait lists, restricting intake, or opening the wait list will be publicly announced.

During the period when the wait list is closed, the IHA will not maintain a list of individuals who wish to be notified when the wait list is reopened.

## **6.6 Removal of Applicants from the Wait List**

**6.6.1** Applicants' names may be removed from the wait list either by being withdrawn or rejected.

- The IHA will make two attempts to reach applicants mail. All attempts will be documented in the applicant's file.
- Applicants' names may be withdrawn either at their request or because the IHA is unable to contact them. No informal hearing is required following withdrawal, although the IHA will maintain files of withdrawn applicants for three years or until the next HUD occupancy audit.
- Applicants whose applications are rejected are entitled to an informal review, if requested within ten (10) calendar days of the notification of rejection. The files of rejected applicants will be held for three years or until the next HUD occupancy audit.

**6.6.2** The IHA will remove an applicant's name from the wait list under the following circumstances:

1. Self-removal - The applicant requests removal.
2. Purge - The applicant fails to respond within the required time to the IHA Continued Interest Letter, which requests information and verifies continued interest to remain on the wait list. This request will occur at least once annually.
3. No Response to Scheduled Interview Contact Attempts - The IHA has made two attempts via mail to contact the applicant to schedule interviews necessary to complete the application process.
4. Failure to Reply - The applicant fails to keep a scheduled interview or fails to respond within a timely manner to the IHA requests for information that is necessary to process the application. In this case, the IHA will remove the applicant from the wait list. The applicant shall be notified in writing that he/she has ten (10) calendar days to request an informal review to appeal the removal.



The IHA will consider and document mitigating circumstances such as health problems in determining if the application should be withdrawn.

### **6.7 Denial of Assistance to Applicants**

The IHA may deny assistance to an applicant by:

- Denying listing on the wait list;
- Refusing to issue a voucher;
- Withdrawing a voucher;
- Refusing to enter into a HAP contract or approve a unit; or
- Refusing to process or provide assistance under portability procedures; for example, refuse to issue a voucher to allow a move to a different unit.

When assistance is denied the family will be notified in writing of the reason and offered an informal review (unless the voucher is withdrawn due to expiration of the voucher, in this case no informal review will be granted). The denial letter will contain the procedure and timelines for requesting an informal review.

HUD requires the IHA to deny assistance if any family member refuses to sign or submit the required consent forms in accordance with HUD regulation (24 CFR 5.230).

The Housing Opportunity Program Extension Act of 1996, signed into law on March 28, 1996 requires that persons evicted from Public Housing, Indian Housing, or any Section 8 program because of drug-related criminal activity are ineligible for admission to Section 8 programs for a three-year period beginning on the date of arrest.

### **6.8 Grounds for denial of assistance**

There are circumstances where an applicant's past performance in a housing program will disqualify the family for admission to the IHA's Section 8 programs.

The IHA must deny assistance for the following reasons:

- The applicant does not meet eligibility requirements.
- Any adult family member refuses to sign or submit required consent forms.
- Any family member has been convicted of manufacturing or producing methamphetamine.
- Any family member is a registered sex offender.

The IHA has discretion to consider mitigating factors presented by the family when deciding whether or not to deny assistance.



In the absence of mitigating circumstances, the IHA will deny assistance to an applicant for the additional following reasons:

1. If the family violates any Family Obligations as listed in 24 CFR 982.551, the lease and/or lease addendum, or this Administrative Plan.

If any family member has been evicted from public housing within the last five three years.

If any housing agency has ever properly terminated assistance under the Section 8 program for any family member.

If any family member has committed drug related or violent criminal activity within the last 5 years.

If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program, e.g., withholding information about income during a required reexamination, or misrepresenting the family's income in a previous federal or state-assisted tenancy.

If the family currently owes rent or other amounts to the IHA or to another housing agency in connection with Section 8 or public housing assistance and has not made a good faith effort to meet the terms of their promissory note or existing repayment agreement. \*No repayment agreement will be executed at the time the applicant is pulled from the waiting list. If the applicant owes a debt to the IHA the debt must be satisfied in full within 30 days of receiving notification of the debt.

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

If the family has engaged in threatening, abusive or violent behavior toward IHA personnel.

If any household member has been evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity within five years of the date of admission.

If the IHA determines that there is reasonable cause to believe that any household member abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents within the last 5 years.

If the IHA determines that there is reasonable cause to believe that any household member's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the



premises by other residents. For the purpose of this administrative plan, the Indianapolis Housing Agency will consider the use of a controlled substance or alcohol to be a pattern if there are one or more incidents during the previous five (5) years.

### **6.9 Missed Appointments**

All applicants who fail to keep a scheduled appointment with the IHA will be sent a notice of denial. The IHA will consider mitigating circumstances for good cause and reschedule the appointment. No more than one (1) missed appointment will be rescheduled.

Applicants may request to reschedule an appointment PRIOR to the scheduled time. Twenty-four hours notice is required.



## Section 7 Applicant Briefing

### 7.1 Briefing

The first time a family is issued a voucher, the IHA will conduct a detailed briefing session to explain the program to the family. Typically, the briefing will be a group session held at the IHA office. If the family cannot attend a briefing because of illness or disability, the IHA may conduct individual briefing sessions at a location convenient to the family; or, the family may send a proxy to the briefing. The family will sign a release form authorizing the proxy to attend the briefing on its behalf. All forms distributed at the briefing that require a signature, will be signed by the family, not the proxy, and returned to the IHA.

Topics to be discussed at the briefing will include:

- A description of the housing choice voucher program and how it works.
- Discrimination and fair housing issues.
- Family and owner responsibilities.
- Where the family may lease a unit, both within and outside of the IHA jurisdiction.
- What agency may administer the voucher out of the jurisdiction of the IHA.
- For families that live in high poverty areas, an explanation of the advantages of moving to an area that does not have a high concentration of poor families.
- The possible impact of a criminal background check on an applicant's ability to transfer to another housing agency jurisdiction.
- Restrictions on moving with continued assistance if money is owed.
- Explanation of exception rents and their appropriate use as mechanisms to enable the family to further their housing opportunities.
- How HQS works and common reasons units fail HQS.

At the briefing, the family will be provided with an information packet that contains the following:

- Term of the voucher
- Policy and Procedure for requesting an extension to the voucher term, including extension request documentation requirements.
- How the housing assistance payment is computed, including definitions of *Total Tenant Payment*, *Maximum Initial Rent Burden*, *Maximum Subsidy*



- Information of the payment standard, including exception payment standards and the utility allowance schedule
- Explanation of rent reasonableness
- Explanation of portability
- HUD tenancy addendum
- Form for requesting tenancy approval and the procedure for requesting tenancy approval
- The IHA policy on providing information to prospective owners
- IHA subsidy standards including any exceptions
- HUD brochure on selecting a unit
- Information on all applicable equal opportunity laws and a copy of form HUD-903, Housing Discrimination Complaint form
- Information on where to find a list of entities that have units for rent or can offer tenants assistance in finding a unit
- A notice stating that a family containing a person with disabilities may request a list of potentially available accessible units and that the family may request an exception payment standard as reasonable accommodation and request assistance in locating a unit.
- Family obligations under the program, including when the family is required to notify the IHA of any income changes.
- Grounds under which assistance may be terminated
- Process for requesting an informal hearing
- A map of the IHA's jurisdiction



## Section 8:

## Subsidy Standards

### SUBSIDY STANDARDS: BEDROOM SIZE OF VOUCHER

[24 CFR 982.54(d) (9)]

HUD guidelines require that housing authorities establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding.

This Section explains the subsidy standards that will be used to determine the voucher size (number of bedrooms subsidized) for various size families when they are issued an IHA voucher, as well as IHA's procedures when a family's size changes or a family selects a unit size that is different from the voucher.

#### 8.1 Subsidy standards determine the family unit size

The family unit size is the number of bedrooms needed for families of different sizes and compositions, and is used to determine the maximum rent subsidy for the family.

Voucher Subsidy Size	Minimum number of persons	Maximum number of persons*	Minimum number of bedrooms <sup>1</sup>
1	1	2 (4)	0
2	2	4 (6)	1
3	3	6 (8)	2
4	4	8 (10)	3
5	5	10 (12)	4
6	6	12 (14)	5

<sup>1</sup> Min.#of bedrooms may include other rooms that could be used for sleeping.

\* If a living room is used as a living room & sleeping area, then the maximum number of persons increases by 2 except for SRO and 0 bedroom.

Subsidy standards are standards established by the Indianapolis Housing Agency to determine the appropriate number of bedrooms and the amount of subsidy for families of different sizes and compositions. The Indianapolis Housing Agency does not determine who shares bedrooms/sleeping rooms.

All standards in this section relate to the number of bedrooms on the voucher, not the family's actual living arrangements.

Subsidy standards must:

- Provide for the smallest number of bedrooms needed to house a family without overcrowding



- Be applied consistently to all families of like size and composition
- Be consistent with space requirements under the housing quality standards 24 CFR 982.401(d)

The family unit size is the number of bedrooms needed for families of different sizes and compositions, and is used to determine the maximum rent subsidy for the family.

**It is the general policy of the Indianapolis Housing Agency to assign one bedroom on the voucher for each two family members**, with the exception of the head of household. Exceptional factors such as age and medical may be considered when assigning the number of bedrooms on the voucher.

Additional exceptions include:

- A child who is temporarily away from home because of placement in foster care will be given consideration
- Foster children will be considered in determining unit size only if verification is provided stating the children will be in the unit for more than 12 months
- Live-in attendants, who reside with the assisted family, will generally be provided a separate bedroom. No additional bedrooms are provided for the attendant's family.
- Space will not be provided for a family member, other than a spouse, who will be absent most of the time, such as a member who is away in the military.
- A single pregnant woman with no other family members will be allocated a two-bedroom voucher.
- A single person household will be allocated a one-bedroom voucher.
- No more than two people shall share a bedroom
- No one of the opposite sex (other than the husband and wife, or children not yet 6 years of age) may share a bedroom.
- Ordinarily, 2 siblings of the same sex shall be required to share a bedroom.
- Ordinarily, members of the household who are 18 years or older (and who do not have a husband, and wife relationship) shall not be required to share the same bedroom.
- Ordinarily, members of the same sex and of different generations shall not be required to share the same bedroom.



## Actual Unit Size Selected

The family may select their choice in unit size other than that listed on the assigned voucher so long as the family is not under-housed. Factors to consider are:

A. IHA or its authorized contractor shall apply the payment standard for the smaller of:

- the bedroom size shown on the voucher, or
- the size of the actual unit selected by the family;

B. The utility allowance used to calculate the gross rent shall be based on the actual size unit selected by the family regardless of the size authorized on the voucher;

**These guidelines are intended to help unify and stabilize families, and not to separate or enlarge families to qualify for the Housing Choice Voucher Program**

The family may request an exception to the subsidy standards on the basis of health, handicap, and age (elderly). Such request must be made in writing within 10 days of the issuance of the voucher. The request must explain the need or justification for a different bedroom size designation. Documentation verifying the need or justification will be required. A knowledgeable medical professional must verify requests based upon health reasons. All requests are subject to the approval of the Indianapolis Housing Agency.

The Indianapolis Housing Agency will not issue or consider a larger voucher due to additions of family members other than by birth, adoption, marriage or court awarded custody (in these instances legal documentation must be provided).

### **8.2 Exceptions to subsidy standards**

Exceptions to these standards may be granted by the IHA for documented reasons critical to the household's health or if justified by age, sex, health, handicap, relationship of family members, or other personal circumstances. Documentation will come from appropriate third party sources such as a doctor, psychiatrist, or psychologist. It is the responsibility of the applicant or participant to obtain such documentation. For a single person other than a disabled or elderly person or remaining family member, such HA exception shall not override the requirement of providing a zero or one-bedroom unit to a single person.

### **8.3 Application of subsidy standards to determine maximum rent subsidy**

A family may lease a unit with more or fewer bedrooms than indicated on the subsidy. The family may choose to use a living room, or other general living area, as a bedroom. This is allowable provided the applicable HQS space requirements are met, i.e., there is enough square footage in the living/sleeping area for the number of persons who will use such space for sleeping, and there is adequate light and ventilation.



## **8.4 Adjustments in family unit size due to changes in family composition**

### **8.4.1 Unit does not meet HQS**

When the IHA determines that a unit does not meet HQS because of an increase in family size or a change in family composition, the family will be issued a larger subsidy size. The family will try to find an acceptable unit as soon as possible. If an acceptable unit is available, the IHA will notify both the family and the current owner and terminate the HAP contract with the current owner. The higher payment standards will not be applied until the family moves.

### **8.4.2 Family is under housed**

If a family is entitled to a larger subsidy because of the application of these subsidy standards and the unit meets HQS, the larger subsidy is issued as follows:

If the family has been in the unit for a minimum of one year:

- When the IHA is notified by the family of this change and that it wishes to move, or
- At its next annual reexamination

If the family has been in the unit for less than one year, at its next annual reexamination.

The higher payment standards will not be applied until the family moves. In this instance, the family is not required to move. The family will be issued a larger subsidy at the time it exercises its right to move in accordance with its lease obligations.

### **8.4.3 Family is over-housed**

When the IHA becomes aware that a voucher family is over housed, the IHA shall immediately issue a smaller voucher. The new lower payment standard will be applied when the family moves or at the annual reexamination if the family chooses to remain in place.

When the voucher is issued the IHA will recalculate the family's payment under the smaller voucher size and inform the family of its options. This will enable the family to determine if it can afford to remain in place.

### **8.4.4 Termination notice and effective date**

When the HAP contract is terminated due to violation of HQS, the IHA shall notify the family and the owner of the termination. In the case of life-threatening HQS violations that are not corrected within 24 hours, the HAP is terminated immediately. Otherwise, the termination is effective at the end of the calendar



month that follows the calendar month in which the IHA gives notice to the owner. For example, if the termination notice to the owner was delivered May 3rd, the termination would be effective for June 30.

## Section 9

### Issuing and Leasing

#### 9.1 *Issuing*

##### 9.1.1 *Initial Term*

The initial term of the subsidy is 60 calendar days. The term begins on the first calendar day following the date the voucher is issued and ends on the close of business on the last day of the term. For example, a voucher is issued January 29, so the term would begin January 30 and end at the close of business March 30 (60 days).

#### 9.2 *Extensions*

The IHA may, at its option, grant a disabled or elderly family a 30-day extension upon written request by family, as a reasonable accommodation. Additional request for extensions can be requested (**for disabled and elderly households only**). The extension term begins on the first calendar day following the date the original voucher term expired and ends on the close of business on the last day of the term. For example, a voucher's original term expires January 29, so the extension term would begin January 30 and end at the close of business February 28 (30 days).

#### 9.3 *Suspensions*

The term of a family's voucher will be suspended upon the family's submission and the IHA's approval of a *Request for Tenancy Approval* (RTA) (HUD form 52517). The IHA will allow suspensions during both the initial or extended term after submission of a RTA.

##### 9.3.1 *How the length of suspension is determined*

Suspension will be for the period of time between the date the RTA is approved by the IHA and the date of the letter in which the result of the final inspection is communicated to the family. The suspension shall not exceed 45 calendar days. If the suspension is for another reason as stated in Section 4.3.2 (Reasonable Accommodation and Mitigating Circumstance), the IHA will determine an appropriate period not to exceed a maximum of 90 calendar days for the voucher term.

##### 9.3.2 *How suspensions are either granted or denied*

In all cases, the voucher's term will automatically be suspended upon the IHA's approval of a RTA. Suspensions for other reasons will be granted provided the family can provide documentation acceptable to the IHA that, after the voucher was issued, circumstances occurred that halted its housing search.



A voucher will not be issued to a single individual who is unable to undertake a housing search in the first place, e.g., in the hospital or in prison.

If a participant enters voucher holder status due to HAP termination and is prevented from conducting or completing a housing search for medical reasons or other good cause, the

#### **9.4 Expiration**

The voucher expires upon the close of business of the day of the conclusion of the voucher term (60 days in or at the end of an approved extension) or upon the execution of a HAP contract, whichever is earlier. If the voucher term expires and a HAP contract has not been executed, the family will be dropped from the wait list and may reapply for assistance at such time the wait list is open.

#### **9.5 Applicants & Portability**

If an applicant is not a resident of the jurisdiction of the IHA (Marion County) he/she must reside (utilizing the issued voucher) in the jurisdiction for 12 months before exercising portability.

Applicants who have been residents of the jurisdiction of the IHA (Marion County) at the time of application can exercise portability only after residing in the jurisdiction for 12 months, unless both the initial and receiving housing agencies agree that the participant family may lease a unit under portability.

#### **9.6 Lease Approval**

##### **9.6.1 Submission of RTA**

The family will submit a RTA and an unexecuted copy of the lease, including the required HUD lease addendum, during the voucher term in the form and manner required by the IHA. A family may submit only one RTA at a time. The RTA must be submitted to the IHA for approval. Incomplete or questionable RTA's will not be approved and will be returned to the landlord or family, as appropriate, for completion. The IHA shall not suspend the term of the voucher until the RTA is accepted; the voucher term suspension begins on the date the RTA is approved.

##### **9.6.1.1 Term of RTA**

The applicant has forty-five (45) calendar days from the date the IHA approves the RTA to move in to the unit. The term begins on the first calendar day following the date the voucher is issued and ends on the close of business on the last day of the term. For example, the RTA is approved on January 29, so the term would begin January 30 and end at the close of business March 15 (45 days). The IHA shall conduct the unit HQS inspection and review the lease within

fifteen (15) days of the acceptance date of the RTA. In the event the unit will not meet HQS, or cannot otherwise be occupied within the RTA's 45 day term, the RTA will be withdrawn and the voucher continued in accordance with Section 9.3 of this plan.

### **9.6.2 Disapproval of owners (24 CFR 982.306)**

Nothing in this Administrative Plan is intended to give any owner any right to participate in the program.

For purposes of this section, "owner" includes a principal or other interested party.

It is the policy of the IHA not to approve an assisted tenancy if the IHA has been informed (by HUD or otherwise) that the owner is debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

When directed by HUD, the IHA shall not approve an assisted tenancy if:

1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The IHA shall also deny approval of an assisted tenancy for any of the following reasons:

1. The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in any drug-related criminal activity or any violent criminal activity;
4. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
5. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of



the household, a guest or another person under the control of any member of the household that:

- Threatens the right to peaceful enjoyment of the premises by other residents;
  - Threatens the health or safety of other residents, of employees of the PHA or of owner employees or other persons engaged in management of the housing;
  - Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
  - Is drug-related criminal activity or violent criminal activity; or
6. The owner has a history or practice of renting units that fail to meet State or local housing codes; or
7. The owner has not paid State or local real estate taxes, fines or assessments.

The IHA shall not approve a unit if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the IHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities.

When the IHA decides not to execute HAP contracts with an owner for reasons described above, the owner shall be disapproved for the following reasons and periods of time from the date of the reason causing the disapproval.

The IHA has made application to HUD for owner/landlord denial of participation or debarment.	Period of denial of participation or debarment.
The owner has violated or has a history of violating obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).	Not to exceed two (2) years.
The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.	Not to exceed five (5) years.
The owner has engaged in any drug-related criminal activity or any violent criminal activity.	Not to exceed three (3) years.



The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.	Not to exceed two (2) years.
The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:	
Threatens the right to peaceful enjoyment of the premises by other residents.	Not to exceed one (1) year.
Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing.	Not to exceed two (2) years.
Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises.	Not to exceed two (2) years.
Is drug-related criminal activity or violent criminal activity.	Not to exceed two (2) years.
The owner has a history or practice of renting units that fail to meet State or local housing codes.	Not to exceed two (2) years.
The owner has not paid State or local real estate taxes, fines or assessments.	Not to exceed one (1) year.
The owner has refused or a history of refusing to allow an IHA inspection.	Not to exceed one (1) year.

The decision to disapprove affects only prospective (future) contracts. Participants residing in units belonging to the identified owner must not be asked to move solely because of a decision to disapprove the owner.



## **9.7 Providing information about a family to owners (24 CFR 982.307)**

The selection of a family for program participation is not a representation by the IHA about the family's expected behavior or suitability for tenancy - determining tenant suitability is the housing owner's responsibility. Owners are permitted and encouraged to screen families on the basis of their tenancy history. An owner may consider a family's background with respect to such factors as:

- payment of rent and utility bills;
- caring for a unit and premises;
- respecting the rights of others to the peaceful enjoyment of their housing;
- drug related criminal activity or other criminal activity that is a threat to the life, safety or property of others (criminal convictions are a matter of public record); and
- compliance with other essential conditions of tenancy.

To assist the owner in obtaining this information the IHA must give the owner:

- the family's current address, as shown in the housing agency records; and,
- the name and address, if known, of the landlord at the family's current and prior address whether subsidized or non-subsidized.

This information may be provided to a person authorized by the owner to screen tenants and/or lease the unit. The IHA may verify third-party authorization and requests for information with the family to determine their legitimacy.

Requests for tenant information will be in writing and may be a part of or accompany the RTA, or may be contained in a letter or other form created by the property owner, agent, or tenant. The IHA will not provide the owner with other information about the family. The owner is responsible for screening tenants.

In certain types of admissions, such as domestic violence or witness protection, the IHA will exercise caution and discretion in the release of this information.

The IHA will provide a copy of this policy to all owners via the inspection results, which are sent directly to owners. This policy will be provided to applicants at the briefing session.

The IHA will also provide tenants' forwarding addresses to owners, for the purposes of filing court actions dealing with unpaid rent, utilities, and damages, except in cases involving domestic violence or witness protection.

## **9.8 Renting to relatives (24 CFR 982.306)**

The IHA will not approve a unit if the owner is the parent, child, grandparent, grandchild, sister or brother of any member of the family unless the IHA determines that approving the unit would provide a reasonable accommodation for a family member who is a person with disabilities.

This prohibition applies to new admissions and to moves with continued assistance; therefore, leases between such relatives with an effective date of May 8, 1998, or earlier are "grandfathered".

The following model language will be used as an attachment to the current Request for Tenancy Approval forms:

### **PROHIBITION ON RELATIONSHIP TO OWNER**

**“We certify that no legal or beneficial owner of this unit is the parent, child, grandparent, grandchild, sister or brother of any member of the tenant(s) family”**

## **9.9 Utility Allowance**

On an annual basis, the IHA will obtain current rate information from the local utility companies and apply this information to the most current consumption data to insure that families are receiving an adequate utility allowance. If there is a 10% or more cumulative change in the utility rate since the last revision, the IHA will revise the utility allowance schedules. The utility allowance schedule will be prepared and posted on HUD form-52667.



## **Section 10 - Payment Standards (24 CFR 982.54 (d) (14))**

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

### **10.1 Establishing and Revising Payment Standards**

It is the policy of IHA to set its payment standards for all bedroom sizes at the published fair market rent. The IHA payment standards will adjust automatically when HUD publishes new fair market rents. The payment standards are presently established at 110% of the FMR.

#### **10.1.1 Revisions to Payment Standards**

Payment standards may in the absolute and sole discretion of IHA be reviewed on an annual basis and adjusted if necessary.

Prior to making revisions to the payment standard, the IHA will consider local and current market factors.

#### **10.1.2 Effective date**

When the payment standard increases, the higher payment standard is used in calculating the new HAP at the time of the annual recertification. Families requiring or requesting interim recertifications will not have their HAP payments recalculated with the higher standard until their regular scheduled annual recertification.

When the payment standard decreases, the payment standard in effect at the time of the HAP signing will remain in effect until the family moves to another unit, has a change in the family size or composition or until the second annual reexamination after the IHA officially decreases its payment standard. Decreases in the payment standard due to a change in family size or composition are effective as of the date of the next regular recertification following the change and the new family size will be used to determine the new payment standard.

All changes that result in an increase in tenant rent will be made effective on the first day of the month, following:

- Thirty (30) day notice of the change to the owner and family.

## **10.2 Applying the Payment Standard for the family**

Use the payment standard that is the lower of:

- the family unit size; or,
- the actual unit size rented by the family:

### **10.2.1 When changes in the payment standard apply to an existing housing payment.**

The payment standard that is applied to a family may be changed only at regular reexamination or when a family moves, as follows:

### **10.2.2 Rules at regular reexamination: Change in family size or composition**

Families are required to report all changes in family composition to the IHA in writing within 10 business days of the change. An interim examination may be conducted, at the IHA's sole and absolute discretion, whenever there is a change in family composition.

If there has been a change in family size or composition, the payment standard currently in effect is used. See 10.1.2 Effective Date.

#### **No change in family size or composition**

If there has not been a change in family size or composition, the amount of the payment standard is the higher of:

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

Examples for when there is a decrease in rent either by the owner or as a result of the IHA's rent reasonableness determination:

1. At the time of lease-up, the initial payment standard is \$800 and the rent to owner is \$825. At reexamination, the FMR has dropped to \$750 and the HA makes a determination that the reasonable rent for the unit is now only \$800. This represents a \$25 reduction in rent and a \$50 reduction in payment standard. Using HUD's formula, the payment standard to be used would be \$775.
2. At the time of lease-up, the initial payment standard is \$800 and the rent to owner is \$825. At reexamination, the FMR has dropped to \$750 and the HA makes a determination that the reasonable rent for the unit is now only \$725. This represents a \$75 reduction in rent and a \$50 reduction in payment standard. Using HUD's formula, the payment standard to be used would be \$750.

When there is a reduction in rent either by the owner or by the HA as a result of a rent reasonableness determination, the HA, not the participant family benefits from the reduction in rent.

If the rent remains the same or is higher; and the payment standard either increases or decreases, the current payment standard is used.

### **10.2.3 Rule when a family moves:**

When a family moves to another unit, the IHA will apply a different payment standard if one of the following circumstances applies:

- If the payment standard has increased or decreased, the new payment standard is used. See 10.1.1. Revisions to Payment Standards.
- If the IHA has adopted new occupancy standards, the payment standard for the appropriate unit size under the new occupancy standard is used.
- If the family's size or composition has changed the payment standard for the appropriate unit size is used.

A family may request a re-determination of the housing assistance payment at any time, based on a change in the family's income, adjusted income, size or composition. Re-determination of the housing assistance payment as a result of an interim reexamination for these reasons does not affect the payment standard applicable to the family if the family remains in place.

A voucher participant receives a utility reimbursement only if the family pays some or all of its utilities and the rent to the owner is less than the housing assistance payment.

### **10.3 Minimum Tenant Payment**

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

The family may request an interim examination whenever the family has a reduction in income and/or expense.

**Families receiving an increase in income must report all increases in household income of \$50 per week or more, \$100 bi-weekly or more, \$200 per month or more and \$2,400 per year or more. Changes must be reported in writing within 10 business days of the change. The IHA will process all interim changes as a result of such increases.**

#### **10.3.1 Waiver provisions**

The IHA may waive the minimum tenant payment for up to three months in cases of financial hardship. See *Minimum Rent Hardship Policy*

## Section 11

### Rent Reasonableness Determinations/Rent Increases

#### **11.1 Application of rent reasonableness**

The rent reasonableness requirement applies to all types of tenancies. Comparability applies both to initial rent to owner and rent to owner as adjusted during the life of the assisted tenancy.

#### **11.2 Determination of reasonable rent**

Determination of reasonable rent is required in four cases:

- before entering into a HAP contract;
- before any increase of rent to owner; or
- if there is a 5% or greater decrease in the published FMR in effect 60 calendar days before the contract anniversary as compared with the FMR in effect one year before the contract anniversary;
- if directed by HUD.

The IHA will, at its discretion, re-determine reasonable rent at any time (982.503(a)(3)), for any or all units.

Even if there is a substantial decline in the local market rents, signaled by a fall in the FMR, rent for the particular assisted unit is not reduced unless the comparability analysis shows that current unit rent exceeds rent for comparable unassisted units.

Reasonable rent shall be determined in accordance with the IHA's Rent Reasonableness Procedure. The IHA shall keep records to document the basis for each IHA determination. In all programs, this comparability determination will be kept for at least 3 years.

#### **11.3 IHA RENT REASONABLENESS METHODOLOGY**

##### **How Market Data is Collected**

##### IHA Policy

The IHA will collect and maintain data on unit information and market rents in IHA's jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.



## How Rents are Determined

### IHA Policy

The IHA uses a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. Geocoded maps will be used to identify the unsubsidized units in closest proximity to the subject unit, and unit data information will be used to select the most similar units.

In comparing rents, the PHA will take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Where comparable units differ from the unit proposed for HCV assistance, IHA will determine whether those differences impact rent. Where they do, the IHA will adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the *adjusted* rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.

When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of \$500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows:  $\$500 \times 11 \text{ months} = 5500 / 12 \text{ months} = \text{actual monthly rent of } \$488$ .

The IHA will notify the owner of the rent that IHA can approve based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. IHA will consider this information when making rent determinations. The owner must submit any additional information within 5 business days of IHA's notification.

The IHA will not accept documentation provided by a landlord or other party. Any information submitted by a landlord must be able to be verified to the IHA's satisfaction. Independent documentation that cannot be verified to the IHA's satisfaction should not be considered acceptable documentation. Where independent information is submitted the burden of proof is appropriately on the landlord.

The IHA will not accept information that cannot be confirmed as true, accurate or genuine. A current lease, executed within the past six months is the best documentation a landlord can provide. With respect to verifying rental payments made by unsubsidized tenants-at-will (no lease) the IHA may request that the landlord obtain a certified copy of his/her federal income tax return submitted for the previous year. Landlords are required to report rental income for federal income tax purposes on Schedule E of Form 1040. Up to three individual properties may be entered on Schedule E. For landlords who have multiple units and use accountants to prepare the Schedule E, a statement by their accountant may be considered sufficient documentation as to the rent paid on a particular unit.

Even well-documented, verifiable “comparable” submitted by a landlord will not be considered if the IHA is able to document that this one unit represents the exception, rather than the rule in that particular community or area.

The IHA will provide written information to prospective owners before commencing rent negotiations. This information will clarify the IHA's rent reasonableness criteria. It will also set forth the process by which the owner may submit unassisted comparables, specifying required documentation.

#### 11.4 **Rent Increases**

- **IHA has a maximum rent increase policy not to exceed 5% of the Agency’s Average Per-Unit Cost (PUC), which is based on the prior year’s estimated rent cost.**

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by IHA.



## Section 12

### Informal Hearings and Reviews

It is the objective of the Indianapolis Housing Agency to resolve disputes at the lowest level possible.

#### 12.1 General Requirements

The term "appeal", as used herein, refers to both informal reviews and informal hearings. The terms "review" and "hearing" are used only when necessary to distinguish between the two.

Applicants and participants are provided an opportunity to present objections to certain IHA decisions through informal reviews and hearings. Depending on the decision objected to, an individual may be entitled to either a review or hearing. Generally "reviews" are for decisions pertaining to applicants while "hearings" are for decisions pertaining to participants.

Informal hearing provisions for the denial or termination of assistance on the basis of ineligible immigration status are contained in 24 CFR 5.514.

If a decision may be appealed, the IHA will give the family no less than ten (10) calendar days written notice. The notice will state:

1. The reasons for the decision.
2. That if the family does not agree with the decision, it may request an appeal.
3. The procedure for the family to request an appeal.
4. The deadline for the family to request an appeal.

Once the appeal is scheduled, the family will have one opportunity to reschedule. If they cannot attend once they have rescheduled, the IHA will be able to either rectify the situation or issue the voucher to another eligible family.

Any extensions granted by the IHA for submitting additional materials relative to the appeal should be limited in duration.

When the family (participant) notifies the IHA that he/she cannot attend the appeal (e.g., medical confinement), the IHA will offer the appeal to be conducted either by mail or by proxy. The obligation to provide a confined individual the opportunity for an appeal shall be considered to be met if the IHA provides the participant with an opportunity to send a designated proxy to the hearing or to conduct the appeal by mail. The IHA is not required to conduct the appeal at the client's location or to provide more than one extension of the hearing date.



## **12.2 When Decisions are Effective**

All decisions regarding denial or termination of assistance are effective at the completion of the IHA appeal process. However, if a participant appeals a termination decision to the IHA, assistance to the participant shall continue during the IHA's appeal process.

## **12.3 Informal Reviews**

An informal review is required when the IHA denies an applicant admission to the Section 8 program. Informal reviews may be conducted in writing; a meeting between the IHA representative and the aggrieved party is not required. The IHA will notify the applicant of its final decision after the informal review, including a brief statement of the reasons for the final decision. Informal review decisions made by the IHA are final and cannot be appealed to the Executive Director.

An informal review is NOT required for decisions concerning:

- discretionary administrative determinations by the IHA;
- general policy issues or class grievances;
- a determination of the family unit size under the IHA's subsidy standards;
- the IHA determination to deny an extension or suspension of a voucher's term; or when a voucher expires;
- the IHA determination to deny a RTA, including RTA expiration, or to reject a proposed lease;
- the IHA determination that a unit does not comply with HQS; or, the IHA determination that the unit does not meet HQS because of the family size or composition.

## **12.4 Informal Hearing**

An informal hearing will be offered to participants to consider whether certain IHA decisions relating to the individual circumstances of the family are in accordance with the law, HUD regulations and the IHA policies. For decisions regarding termination of assistance, the IHA will give the opportunity for an informal hearing before the IHA terminates housing assistance payments for the family.

## **12.5 Informal hearing required**

An informal hearing will be offered when the IHA makes a determination:

- That a voucher program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under the IHA subsidy



standards, or the IHA's determination to deny the family's request for an exception from the standards.

- To terminate assistance because of the family's action or failure to act.
- To terminate assistance because the family has been absent from the assisted unit for longer than the maximum period permitted under the IHA policy.

In the following cases the IHA will notify the family that they may ask the IHA to explain its decision, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment.
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the IHA utility allowance schedule.
- A determination of the family unit size under the IHA subsidy standards.
- Discretionary administrative determinations by the IHA.

### **12.6 Informal hearing not required**

*An informal hearing is not required for decisions concerning:*

- general policy issues or class grievances;
- establishment of the IHA schedule of utility allowances;
- the IHA determination to deny an extension or suspension of a voucher's term; or when a voucher expires;
- the IHA determination to deny a RTA;
- the IHA determination that an assisted unit does not comply with HQS; (However, the IHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family);
- the IHA determination that the unit does not comply with HQS because of the family size;
- a determination by the IHA to exercise or not to exercise any right or remedy against the owner under a HAP contract;



## **12.7 Procedure for informal hearings**

### **12.7.1 Notice requirement**

For any determination where an informal hearing will be offered, the family will be given not less than ten (10) calendar day's written notice of the decision. The notice will contain the following information:

1. A brief statement of the reasons for the decision.
2. The issues involved in the IHA's decision.
3. The date the decision is effective.
4. The family's right to an informal hearing, or other available remedy.
5. How the family can request a hearing.
6. What time frame the family has to request a hearing (usually fourteen (14) calendar days from the date of mailing).
7. That if the family does not avail itself of the opportunity for an informal hearing at the IHA, it may not appeal a termination decision to the IHA.

A family that requests an informal hearing shall receive notice not less than ten (10) calendar days of the time and place of the informal hearing. The notice shall contain:

1. A brief, but specific, statement of the reasons the informal hearing is being held.
2. A statement indicating that the decision of the IHA shall be based upon the evidence presented at the informal hearing, and that a family will bring with them to the hearing all documents on which it will rely and all witness who can offer relevant testimony;
3. A statement regarding the family's right to be represented by legal counsel at the hearing at its own expense.
4. A discussion of discovery rights - the opportunity for both the IHA and family to examine documents as before the hearing.

The IHA will schedule the hearing in a reasonably expeditious manner. Reasonable notice of the time and date of the hearing will be given to all parties concerned no less than ten (10) calendar days before the hearing.

### **12.7.2 Discovery**

The family must submit a written request no less than five (5) calendar days before the hearing to examine any IHA documents that are directly relevant to the hearing. Documents must be reviewed at the IHA office where the documents are maintained



during the IHA's normal business hours. The written request must specify which documents the family wishes to examine. The family will be allowed to copy any such documents at its expense (a standard rate of \$.25 shall be applied, unless a higher rate is warranted). If the IHA cannot make available the requested documents before the hearing, the IHA may reschedule the hearing.

No less than five (5) calendar days before the hearing, the family will allow the IHA the opportunity to examine, at the IHA offices, any family documents that are directly relevant to the hearing. The IHA will be allowed to copy any such documents at the IHA's expense. If the family does not make the documents available for examination upon request of the IHA, the family shall not rely on the documents at the hearing.

For decisions regarding termination of assistance, the IHA will conduct the hearing prior to terminating assistance. The family may request one postponement of no more than seven (7) calendar days after the original scheduled hearing date. More than seven (7) calendar days may be granted in exceptional circumstances.

The IHA may implement the following changes prior to a hearing:

- Changes in TTP or tenant rent.
- Denial of a new voucher for a family that wants to move.
- Unit size determinations for a family that wants to move.

### ***12.7.3 Other persons affected***

Any person who can demonstrate that he/she may be substantially and specifically affected by the proceeding may be allowed to participate in the hearing, in whole or in part, or he/she may be allowed to present evidence, either orally or in writing. It is not the IHA's responsibility to determine if there may be anyone who meets this criterion. However, if someone, such as an owner, learns of the hearing on his/her own, and claims to have a vested interest in the outcome of the hearing, the IHA will determine if he/she qualifies under this section. This claim will be made prior to the hearing so that the IHA has ample opportunity to consider the claim. The IHA's deadline for consideration of these claims is five (5) calendar days before the hearing.

### ***12.7.4 During the hearing***

At its own expense, the family may be represented by a lawyer or other representative at the hearing. The IHA shall designate or appoint a "hearing officer" who will conduct the informal hearings. The hearing officer shall not be the person who made or approved the original decision under review or a subordinate of that person. The hearing officer may regulate the conduct of the hearing in accordance with the IHA hearing procedures.



### **12.7.5 Evidence**

Both the family and the staff person(s) who made the decision being appealed may present evidence to the hearing officer. Each party may call witnesses, cross-examine witnesses, and submit rebuttal evidence. Only information presented at the hearing may be considered by the hearing officer. The hearing officer may not request additional information that is not presented as evidence at the hearing.

At the beginning of the hearing, the hearing officer shall state the date and time, and list the alleged reasons for the decision being appealed. The IHA may change the order of witnesses; however, the recommended order of presenting is as follows:

1. The staff person who made the original decision (or recommendation) or the staff person's supervisor, if involved.
2. The family
3. Rebuttal evidence by staff person or supervisor (if any)
4. Additional evidence by family (if any)

The IHA may require that the hearings be tape-recorded and that fact shall be announced to all parties by the hearing officer at the beginning of the hearing. The family and/or their attorney may also record the proceedings, provided they so notify the hearing officer.

The IHA and the family will be given the opportunity to present relevant evidence, and question any witnesses. Evidence may be as oral testimony or written documents. If the HA is relying on documents from the family's file, those documents will be presented as evidence at the informal hearing. At the conclusion of the hearing, each party shall be given the opportunity to make copies of the other party's written evidence. During the informal hearing, the hearing officer need not observe the rules of evidence observed by courts. Evidence may be admitted if it is the kind of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs.

### **12.7.6 Issuance of decision**

The hearing officer will issue a written decision within thirty (30) calendar days of the hearing. The decision will be based only upon the evidence presented at the hearing.

**All parties shall be notified in writing of the final decision. If the family is represented by counsel, the IHA is only obligated to send notification to counsel. The notice shall state:**

- the reasons for the decision, including a determination of each issue of fact or law necessary to the decision; and

Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

**The hearing officer's decision is final, subject to the exceptions listed in Section 12.8 of this Plan and the applicant/client has no further opportunities for administrative review.**

### ***12.8 Effect of decision***

The IHA is not bound by a hearing decision:

- concerning a matter for which the IHA is not required to provide an opportunity for an informal hearing under this section, or that otherwise exceeds the authority of the person conducting the hearing under the IHA hearing procedures;
- contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law.

If the IHA determines that it is not bound by a hearing decision, the IHA will notify the family, within ten (10) calendar days, of the determination, and of the reasons for the determination.

#### ***12.8.1 IHA's right to withdraw denial/termination***

The IHA reserves the right to withdraw the denial/termination of assistance notice at any time prior to or after the Informal Hearing.

### ***12.9 Failure to appear notice requirement***

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the IHA within one (1) day in order for IHA to consider rescheduling the hearing.

### ***12.10 Paperwork will be retained in file***

All requests for hearing, supporting documentation and a copy of the final decision will be retained in the family's file.



## Section 13

### The HAP, the Lease, Lease Approval and Occupancy

#### 13.1 Housing Choice Voucher Program

The IHA has determined that the family is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to inhabit. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the IHA approves the unit, the IHA will enter into a housing assistance payment (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.

The IHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the IHA is the difference between the applicable payment standard and 30 percent of monthly-adjusted family income. In determining the maximum initial housing assistance payment for the family, the IHA will use the payment standard in effect on the date the tenancy is approved by the IHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the IHA's assistance payment. The actual amount of the IHA's assistance payment will be determined using the gross rent for the unit selected by the family.

#### 13.2 Voucher

The voucher does not give the family any right to participate in the IHA's housing choice voucher program. The family becomes a participant in the IHA's housing choice voucher program when the HAP contract between the IHA and the owner takes effect. During the initial or any extended term of this voucher, the IHA may require the family to report progress in leasing a unit at such intervals and times as determined by the IHA.

When issuing this voucher the IHA expects that if the family finds an approvable unit, the IHA will have the money available to enter into a HAP contract with the owner. However, the IHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The IHA does not have any liability to any party by the issuance of this voucher.

After receiving the request for tenancy approval and a copy of the unexecuted lease and determining affordability, the IHA will inspect the unit. The IHA shall not give approval for the family to lease the unit or execute the HAP contract until the IHA has determined that all the following program requirements are met:

- the unit is eligible;
- the unit has been inspected by the IHA and passes the housing quality standards (HQS);



- the rent is reasonable;

If the IHA approves the unit, the IHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.

1. The owner and the family must sign the lease including the HUD-prescribed tenancy addendum.
2. The owner must sign both copies of the HAP contract and must furnish to the IHA a copy of the signed lease, tenancy addendum and both copies of the executed HAP contract.
3. The IHA will sign the HAP contract and return a signed copy to the owner.

If the IHA determines that the unit or lease cannot be approved for any reason, the IHA will notify the owner and the family, that:

1. The proposed unit or lease is disapproved for specified reasons, and
2. If the conditions requiring disapproval are remedied to the satisfaction of the IHA on or before the date specified by the IHA, the unit or lease will be approved.

### ***13.3 Obligations of the Family***

To continue participation in the Housing Choice Voucher program, once the family's unit is approved and the HAP contract is executed, the family must comply with the family obligations contained in 24 CFR 982.551 and listed below. In addition, the family must comply with any additional obligations contained in the lease and the lease addendum. Any violation of Family Obligations shall be cause for program termination.

To meet the family obligations, the family must:

1. Supply required information - the family will supply any information that the IHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. "Information" includes any requested certification, release or other documentation.
2. Supply any information requested by the IHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
3. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.



4. Supply any information requested by the IHA to verify that the family is living in the unit or information related to family absence from the unit.
5. Notify the IHA and owner, in writing no more than 14 calendar days from the first day of absence, when the family is will be away from the unit.
6. Allow the IHA to inspect the unit after no less than 48 hours notice. Emergency inspections require no notice.
7. Give 30 calendar days notice to the IHA and the owner in writing before moving out of the unit or terminating the lease.
8. Use the assisted unit for residence by the family. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family and the family has received permission from the owner to engage in such activities.
9. The unit must be the family's only residence and inhabited only by persons approved by the IHA. If the IHA has given approval in accordance with Section 5 of this Administrative Plan, a foster child or a live in aide may reside in the unit.
10. Notify the IHA, within 10 calendar days, in writing of the birth, adoption, or court-awarded custody of a child.
11. Request the IHA's written approval to add any other family member as an occupant of the unit prior to any other person moving in.
12. Notify the IHA, within 10 calendar days, in writing, if any family member no longer lives in the unit.
13. Give the IHA a copy of any owner eviction notice.
14. Pay utility bills and provide and maintain any appliances that the owner is not required providing under the lease.
15. Supply information that is true and complete.
16. Supply any information and execute any appropriate release requested by the IHA for use in conducting additional criminal background checks on any household member over the age of 18 during the family's participation in the program.
17. The family (including each family member) must **not**:
  - Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
  - Commit any serious or repeated violation of the lease.
  - Commit fraud, bribery or any other corrupt or criminal act in connection with the program.



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

### ***13.4 Illegal Discrimination***

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status; the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The IHA will give the family information on how to fill out and file a complaint.

### ***13.5 Expiration and Extension of Voucher***

The voucher will expire on the date stated on the voucher unless the family requests an extension in writing and the IHA grants a written extension of the voucher. At its discretion, the IHA may grant a disabled or elderly household an extension of the initial term. The family will be required to provide documentation supporting any request for extension. Only disabled and elderly families may request an extension. All other initial vouchers will expire after 60 days if the family has failed to utilize it.



### **13.6 IHA Approval or Disapproval of Unit or Lease**

When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the IHA the Request for Tenancy Approval (on the original form supplied by the IHA), signed by the owner and the family, and an unexecuted copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the IHA no later than the expiration date stated on the top of page 1 of the voucher.**

The family must submit these documents in the manner that is required by the IHA. The IHA policy prohibits the family from submitting more than one Request for Tenancy Approval at a time.

The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the IHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control. The applicant has forty-five (45) calendar days from the date the RTA is approved to move in to the unit. The IHA shall determine affordability and review the lease within fifteen (15) days of the date of the RTA. In the event the unit will not meet HQS, or cannot otherwise be occupied within the RTA's 45 day term, the RTA will be withdrawn and the voucher continued in accordance with Section 9.3 of this plan.

### **13.7 The Lease**

#### **13.7.1 Tenant's legal capacity to enter lease**

The tenant or tenant's court-appointed guardian must have legal capacity to enter into a lease under State or local law.

#### **13.7.2 The IHA approval of lease**

The assisted lease between the tenant and owner (including any new lease or lease revision) must be approved by the HA. Before approving the lease or revision, the HA must determine that the lease the basic requirements of a lease.

#### **13.7.3 Utilities and appliances**

The lease must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family.



### **13.7.4 State or local law**

The IHA shall review the lease to determine if the lease complies with State or local law. The IHA will decline to approve the lease if the HA determines that the lease does not comply with State or local law.

### **13.8 Tenancy Addendum - Required to be attached to Tenant Lease**

The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD). The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the IHA under the voucher program. Under the HAP contract, the IHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

#### **13.8.1 Lease**

1. The owner has given the IHA a copy of the lease, including any revisions agreed to by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
2. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

#### **13.8.2 Use of Contract Unit**

1. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
2. The composition of the household must be approved by the IHA. The family must, within ten (10) calendar days, inform the IHA of the birth, adoption or court-awarded custody of a child. Other persons shall not be added to the household without prior written approval of the owner and the IHA.
3. The contract unit shall only be used for residence by the IHA-approved household members. The unit must be the family's only residence. Members of the household may manage legal profit making activities permitted by local codes and ordinances incidental to primary use of the unit for residence by members of the family.
4. The tenant shall not sublease or let the unit or any portion of the unit.



5. The tenant shall not assign the lease or transfer the unit or any portion of the unit.

### **13.8.3 Rent to Owner**

1. The initial rent to owner shall not exceed the amount approved by the IHA in accordance with HUD requirements.
2. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner shall not raise the rent during the initial term of the lease.
3. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
  - The reasonable rent for the unit as most recently determined or re-determined by the IHA in accordance with HUD requirements, or
  - Rent charged by the owner for comparable unassisted units in the premises.
4. The family and owner may negotiate the rent to owner. Should the family request it, the IHA shall help the family negotiate the rent. (24 CFR 982.506)

### **13.8.4 Family Payment to Owner**

1. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the IHA housing assistance payment.
2. Each month, the IHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the IHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
3. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
4. The tenant is not responsible for paying the portion of rent to owner covered by the IHA housing assistance payment under the HAP contract between the owner and the IHA. The IHA failure to pay the housing assistance payment to the owner is **not** a violation of the lease. The owner shall not terminate the tenancy for nonpayment of the IHA housing assistance payment. The family will continue to pay their portion of the rent payment.
5. The owner shall not charge or accept from the family, or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and



appliances to be provided and paid by the owner in accordance with the lease.

6. The owner must immediately return any excess rent payment in which the t has overpaid to the tenant.

#### **13.8.5 Other Fees and Charges**

1. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
2. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture, which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
3. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

#### **13.8.6 Maintenance, Utilities, and Other Services**

1. The owner must maintain the unit and premises in accordance with the HQS.
2. Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

#### **13.8.7 Utilities and appliances**

1. The owner must provide all utilities needed to comply with the HQS.
2. The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
  - Pay for any utilities that are to be paid by the tenant.
  - Provide and maintain any appliances that are to be provided by the tenant.

#### **13.8.8 Family damage**

The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.



### **13.8.9 Housing services**

The owner must provide all housing services as agreed to in the lease.

### **13.8.10 Termination of Tenancy by Owner**

#### **a. Requirements**

The owner shall only terminate the tenancy in accordance with the lease and HUD requirements.

#### **b. Grounds**

During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- Serious or repeated violation of the lease
- Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises
- Criminal activity or alcohol abuse
- Other good cause

#### **c. Criminal activity or alcohol abuse**

- The owner shall terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises)
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises
- Any violent criminal activity on or near the premises
- Any drug-related criminal activity on or near the premises
- Abuse of alcohol in such a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents

#### **d. The owner shall terminate the tenancy during the term of the lease if any member of the household is:**



- Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
  - Violating a condition of probation or parole under Federal or State law
- e. The owner shall terminate the tenancy for criminal activity by a household member, in accordance with this section, if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- f. The owner shall terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
- g. Other good cause for termination of tenancy
- During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
  - During the initial lease term or during any extension term, other good cause includes:
    - Disturbance of neighbors,
    - Destruction of property, or
    - Living or housekeeping habits that cause damage to the unit or premises.
  - After the initial lease term, such good cause includes:
    - The tenant's failure to accept the owner's offer of a new lease or revision
    - The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit
    - A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent). Should the owner desire to terminate the tenancy for business or economic reasons, ninety (90) calendar day written notice shall be mailed to the tenant, the IHA and the local HUD office.



### **13.8.11 Eviction by court action**

The owner shall only evict the tenant by a court action

### **13.8.12 Owner notice of grounds**

- a. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- b. The owner must give the IHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- c. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

### **13.8.13 Lease: Relation to HAP Contract**

If the HAP contract terminates for any reason, the lease terminates automatically.

### **13.8.14 IHA Termination of Assistance**

The IHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the IHA terminates program assistance for the family, the lease terminates automatically.

### **13.8.15 Family Move Out**

The tenant must give the IHA and the owner 30 calendar days' written notice before the family moves out of the unit.

### **13.8.16 Security Deposit**

- a. The owner may collect a security deposit from the tenant. (However, the IHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such IHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must refund the



full amount of the unused balance to the tenant within thirty (30) calendar days.

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

#### **13.8.17 Prohibition of Discrimination**

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

#### **13.8.18 Conflict with Other Provisions of Lease**

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the HUD-required tenancy addendum and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

#### **13.8.19 Changes in Lease or Rent**

- a. The tenant and the owner shall not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the IHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the IHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
  - 1. If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances
  - 2. If there are any changes in lease provisions governing the term of the lease
  - 3. If the family moves to a new unit, even if the unit is in the same building or complex
- c. IHA approvals of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.



- d. The owner must notify the IHA of any proposed changes in the amount of the rent to owner at least sixty (60) calendar days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or re-determined by the IHA in accordance with HUD requirements.
- e. Landlords can only submit a rental increase once within a 12 month period.

### **13.8.20 Notices**

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing with a copy mailed to the IHA.

### **13.9 Request for Tenancy Approval (RTA)**

The IHA will not give approval for the family to lease a dwelling unit, or execute a HAP contract, until the IHA has determined that all the following program requirements are met:

1. The family can afford the unit
2. The unit is eligible;
3. The IHA has inspected the unit and has determined that the unit satisfies HQS and the inspection criteria;
4. The lease is approvable and includes the lease addendum;
5. The rent to owner is reasonable; and
6. For a unit leased under the voucher program, the total of contract rent plus any utility allowance does not exceed 40% of the family's adjusted monthly income (maximum rent burden).

All of the following must always be completed before the beginning of the lease term:

1. The HA has inspected the unit, and has determined that the unit satisfies HQS;
2. The landlord and the tenant have executed the lease; and
3. The HA has approved leasing of the unit in accordance with program requirements.

The applicant has forty-five (45) calendar days from the date the RTA is approved by the IHA to move in to the unit. The IHA shall determine affordability and review the lease within fifteen (15) calendar days of the approval date of the RTA. The unit will be inspected if the before mentioned are approved. In the event the unit will not meet HQS,



or cannot otherwise be occupied within the RTA's 45 day term, the RTA will be withdrawn and the voucher continued in accordance with Section 9.3 of this plan.

### **13.10 When HAP contract is executed**

1. The IHA will use best efforts to sign the HAP contract before the beginning of the contract term. Both parties must sign the HAP contract no later than 60 calendar days from the beginning of the lease term.
2. The IHA will not pay any housing assistance payment to the owner until the HAP contract has been executed.
3. If the HAP contract is signed during the period of 60 calendar days from the beginning of the lease term, the HA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract. A maximum of 60 days may pass between the beginning of the lease term and the signing of the HAP contract.
4. Any HAP contract signed after the 60-day period is void, and the IHA will not pay any housing assistance payment to the owner.

#### **13.10.1 Notice to family and owner**

After receiving the family's request for approval to lease a unit, the IHA will, within thirty (30) calendar days, notify the family and owner whether the assisted tenancy is approved.

#### **13.11 HQS Inspection**

A HQS inspection of the unit will be conducted within 15 calendar days of approval of the RTA and the unit must pass the inspection prior to the signing of the HAP. The HQS inspection must occur and pass before the beginning of the lease term. See Section 18 of this Administrative Plan for additional requirements.

#### **13.12 HAP Contract**

The local voucher program is administered by IHA. The HAP contract is an agreement between the IHA and the owner of a unit occupied by an assisted family.

##### **13.12.1 Explanation of HAP Contract (HUD form 52641)**

- a. The HAP contract is a contract between the IHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 CFR 982).



- b. The contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the IHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the IHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

**13.12.2 Lease of Contract Unit**

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The IHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
  - 1. The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
  - 2. The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
  - 3. The lease is consistent with State and local law.

**13.12.3 Owner is responsible for screening**

The owner is responsible for screening the family's behavior or suitability for tenancy. The IHA is not responsible for such screening. The IHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

**13.12.4 Maintenance, Utilities, and Other Services**

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.



- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the IHA may exercise any available remedies. IHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The IHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- d. The IHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the IHA and the IHA verifies the correction. If a defect is life threatening, the owner must correct the defect or negate the life-threatening situation within no more than 24 hours. For other defects, the owner must correct the defect within 30 days.
- e. The IHA may inspect the contract unit and premises at such times as the IHA determines necessary to ensure that the unit is in accordance with the HQS.
- f. The IHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease

**13.12.5 Term of the HAP Contract**

- a. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease or lease addendum, and terminates on the last day of the term of the lease (including the initial lease term and any extensions). The HAP contract also terminates when the family moves from the unit.

**13.12.6 When the HAP contract terminates**

- a. The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
- b. The IHA shall terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the IHA terminates program assistance for the family, the HAP contract terminates automatically.
- c. If the family moves from the contract unit, with or without proper notice, the HAP contract terminates automatically.
- d. The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.



- e. The IHA shall terminate the HAP contract if the IHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.
- f. The IHA may terminate the HAP contract if the IHA determines that the contract unit does not provide adequate space, in accordance with the HQS, because of an increase in family size or a change in family composition.
- g. If the family breaks up, the IHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- h. The IHA may terminate the HAP contract if the IHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

#### **13.12.7 Provision and Payment for Utilities and Appliances**

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

#### **13.12.8 Rent to Owner: Reasonable Rent**

- a. During the HAP contract term, the rent to owner shall at no time exceed the reasonable rent for the contract unit as most recently determined or re-determined by the IHA in accordance with HUD requirements.
- b. The IHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the IHA must consider:
  - The location, quality, size, unit type, and age of the contract unit
  - Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The IHA must re-determine the reasonable rent when required in accordance with HUD requirements. The IHA may re-determine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner shall not exceed rent charged by the owner for comparable unassisted units in the premises.



The owner must give the IHA any information requested by the IHA on rents charged by the owner for other units in the premises or elsewhere.

#### **13.12.9 IHA Payment to Owner**

1. During the term of the HAP contract, the IHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month or when otherwise due.
2. If housing assistance payments are not paid when due after the first two calendar months of the HAP contract term, the IHA shall pay the owner penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the IHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the IHA is due to factors beyond the IHA's control. Moreover, the IHA shall not be obligated to pay any late payment penalty if housing assistance payments cease due to abatement or any other cure obligation by the landlord or IHA.
3. Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The IHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

#### **13.12.10 Owner compliance with HAP contract**

Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

#### **13.12.11 Amount of IHA payment to owner**

- a. The amount of the monthly IHA housing assistance payment to the owner shall be determined by the IHA in accordance with HUD requirements for a tenancy under the voucher program.
- b. The amount of the IHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The IHA must notify, with no less than thirty (30) days notice, the family and the owner of any changes in the amount of the housing assistance payment.
- c. The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.

#### **13.12.12 Application of payment**

The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.



### **13.12.13 Limit of the IHA responsibility**

The IHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program. The IHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The IHA shall not pay any other claim by the owner against the family.

### **13.12.14 Overpayment to owner**

If the IHA determines that the owner is not entitled to the housing assistance payment or any part of it, the IHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other Section 8 assistance contract.

### **13.13 Discretionary Moves**

Participants shall not initiate a move during the initial term of the lease and are permitted to move at will once in a 24 -month period thereafter. This limitation does not apply to moves caused by owner caused HQS failures, owner-initiated Lease. **NOTE: All moves will be conducted in accordance with the annual recertification of the participant.** Example: the participant's annual recertification month is June that family will be given an opportunity to move in March so that the new effective date reflects a June move.



## Section 14 – Continued Program Participation

### 14.1 Who Can Live in the Assisted Unit

The IHA will not discriminate on the basis of family characteristics such as:

- unit size needed
- unwed parent
- children born out of wedlock
- recipients of public assistance
- presence of children
- age, sex, color, religion, national origin or disability

The Indianapolis Housing Agency will not issue or consider a larger voucher due to additions of family members other than by birth, adoption, marriage or court awarded custody (in these instances legal documentation must be provided).

#### 14.1.1 At admission

At admission, the IHA will approve the family composition so a voucher for an appropriate size unit can be issued. The IHA may deny admission to a family or to individual family members as permitted by HUD regulations and as further defined in this Administrative Plan. Family members approved by the IHA will be listed on the HAP contract.

#### 14.1.2 During the family's participation in the program

After the HAP contract is executed, family members may be added to the assisted household only with approval of both the owner and the IHA. There are three reasons that the families Does Not need the owner or IHA approval for the addition of family members

:

- birth;
- adoption; or,
- court-awarded custody of a child.

The family shall notify the IHA, within ten (10) calendar days, of any change in family composition.

A family's failure to obtain approval is a violation of family obligations that will result in termination from the program and may be a lease violation, which, may result in eviction from the unit.

The addition of new household members in the first year of the lease where the addition would cause the unit to not meet HQS requirements will not be permitted. If the owner and the family agree to a mutual termination and the additional occupant is approved by the IHA, the IHA may in its sole and absolute discretion issues a new voucher and allow the family to move.



### **14.2 Live-in aide for disabled resident**

A family that consists of one or more elderly, near-elderly or disabled persons may request, in writing, that the IHA approve a live-in aide to reside in the unit and provide necessary supportive services for a family member who is either elderly or a person with disabilities. The live-in aide cannot already be a member of the household. The IHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by the elderly or disabled family member.

Before a live-in aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the person cared for will be able to remain in the apartment and comply with the lease terms as the result of such care.

The IHA may refuse to approve, or may withdraw approval if a proposed live-in aide:

- commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
- commits drug-related criminal activity or violent criminal activity; or currently owes rent or other amounts to IHA or to another HA in connection with the Section 8 or public housing assistance programs under the 1937 Act.

In instances where there are complaints about a live-in aide, the IHA should investigate those complaints and deny or withdraw approval if any of the above conditions are met.

### **14.3 Approval of Additional Occupants**

**While in a current subsidies unit, the** Indianapolis Housing Agency will not issue or consider a larger voucher due to additions of family members other than by birth, adoption, marriage or court awarded custody (in these instances legal documentation must be provided).

- a. The family representative will notify both the IHA and the owner in writing.
- b. The owner will send his/her written decision to both the family and the IHA.
- c. Upon receipt of the family's request, the IHA will obtain the necessary documentation from the individuals to be added to the household, and will perform a standard eligibility check that includes but may not be limited to a determination of eligible immigration status and a criminal background check.
- d. When the eligibility check is complete, the IHA will send its written decision to both the owner and family. If the additional occupant is approved by the IHA, the

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notice to the owner will state that failure to respond to the notice within one calendar month will constitute approval, and will have the effect of amending both the lease and the HAP contract.

- e. If approved, a copy of the IHA approval and the owner approval, if received, will become a part of the HAP contract.
- f. It is the responsibility of the family, not the IHA, to initially request and obtain the owner's written approval for the addition of family members.

**NOTE: Payment standards shall not be adjusted at the time of any interim re-examination, unless the family is moving. At the time of the annual re-exam, the payment standard should be adjusted to reflect any changes since the last regular re-exam in either the family's eligibility or the level of the payment standard.**

**The IHA will deny a family's request to add additional family members who are:**

- **Persons who have been evicted from public housing within the last three years**
- **Persons who have previously violated a family obligation listed in 24 CFR 982.551 of the HUD regulations within the last three years**
- **Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program within the last three years**
- **Persons who have been convicted of drug-related criminal activity or violent criminal activity;**
- **Persons who do not meet the IHA's definition of family;**
- **Persons who commit fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program,**
- **Persons who currently owe rent or other amounts to the IHA or to another PHA in connection with HCVP or public housing assistance under the 1937 Act,**
- **Persons who have engaged in or threatened abusive or violent behavior toward IHA employees or agents, or**
- **Persons who are subject to lifetime sex offender registration.**
- **Persons who will cause an over-housed situation.**

#### ***14.3.1 In the event of conflict***

Should the owner not agree to the addition of family members, the IHA will abide by that decision while the assisted family remains in that unit. If the owner denies the request, the family's options are as follows:

- move by terminating the lease in accordance with its terms; or
- seek mutual termination if the family is in the first year of the lease; or
- remain in unit with the family composition unchanged.



If the owner approves the request to add family members but the IHA does not; e.g. unacceptable criminal background check, the family will abide by the IHA decision and the individual(s) **may not** move in. If the family allows the individual(s) to move in, the IHA will terminate assistance to the family.

#### **14.4 Family Break-up – (24 CFR 982.54 (d) (11))**

In those instances when a family assisted under the Housing Choice Voucher Program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the IHA Section 8 Director will consider the following factors to determine which of the families will continue to be assisted:

All decisions regarding the disposition of a voucher in the event of a family break-up will be made by the IHA on a case-by-case basis after considering the circumstances of each individual case.

Decisions made by the IHA are final and not subject to appeal. The IHA cannot create two subsidies from one.

If a court determines the disposition of a family's voucher in a divorce or separation under a settlement or judicial decree, the IHA is bound by the court's determination of which family members continue to participate in the program. It is preferable that these decisions are made by the courts, who are presumed to have considered what is in the best interest of the family.

If the court does not or will not make a determination, the IHA has discretion to determine who keeps the voucher first considering:

1. The interest of minor children. Which of the two new family units has custody of dependent children?
2. The interests of ill, elderly or disabled family members.
3. Domestic violence situations and whether family members [the victims, not the perpetrators] were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member of the household.
4. Family members remaining in the original assisted unit.
5. Which family member was the head of household when the voucher was initially issued (listed on initial application).
6. Other factors as appropriate.

Generally, the interests of minor children will take precedence over all other claims and the voucher will remain with the family member who has primary custody of the minor children.



The IHA will recognize that verification of legal custody may not always be possible, particularly in domestic violence situations. Custody or guardianship does not necessarily have to be court-ordered, but it is subject to verification by the IHA.

In situations where the parents have separated previously and custody is given to the parent who is not a member of the assisted household, then the voucher will remain with the children, as members of the assisted household, provided the new household remains program eligible. The IHA will terminate the HAP contract as soon as possible after notification of the new custody arrangement.

In situations of split custody, where each adult member receives custody of a child, then the voucher will remain with the original assisted unit. If no one remains in the original assisted unit, and both parents were members of the assisted household then the IHA has discretion to determine who retains the voucher considering this policy and the circumstances of the individual case.

If there are no minor children, or if each adult has one or more, or in cases of joint custody (split visitation) then the current head of household of record will retain the voucher.

When the family break-up is voluntary, the voucher will not be transferred to a remaining family member if that individual was not listed as a member of the household with the IHA for six months immediately prior to the transfer.

***Note: Documentation of these factors will be the sole responsibility of the requesting family. If documentation is not provided, the IHA may terminate assistance on the basis of failure to provide information necessary for a recertification***

#### **14.5 Criminal History Background Requests**

It is the policy of the Indianapolis Housing Agency to conduct a criminal background check at the following times:

- all applicants (including ports, special admissions, etc.)
- at the request to add an adult (18 years of age or older) to the household
- accusation of criminal involvement
- as part of quality control of file (random selection of files pulled for quality control of recertifications)

including all adult household members. Background checks are used to determine whether applicants and participants are eligible to participate in the program. All screening and termination of assistance procedures of the Indianapolis Housing Agency are administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability or other legally protected group(s).



#### **14.6 Crime by family members**

The IHA will deny assistance to an applicant, or terminate assistance to a participant family if any member of the family commits:

- Drug-related criminal activity;
- violent criminal activity.

It is the policy of the Indianapolis Housing Agency (IHA) to conduct a criminal background check for all applicants, including all adult household members. Background checks are used to determine whether applicants and participants are eligible to participate in the program. All screening and termination of assistance procedures of the IHA are administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability or other legally protected group(s).

It is the policy of the IHA to deny participation in the program to applicants and terminate assistance to participants in cases where it can be reasonably determined that a household member is illegally using a drug or if a person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment by other residents. The IHA will also deny or terminate assistance when it can be determined that there is a pattern of illegal use of a drug or a pattern of alcohol abuse. For the purpose of this Administrative Plan, the IHA will consider the use of a controlled substance or alcohol to be a pattern if there are one or more incidents during the previous five (5) years. Evaluation of evidence of negative conduct will be made in respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

“Engaged in or engaging” violent criminal activity means any act within the past five (5) year by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

The use of public records, including, but not limited to police reports, court records and news media reports may be used to determine if an applicant, participant and/or household member has engaged in or is engaging in drug related and/or violent criminal activity. For the purpose of this Administrative Plan, an arrest or conviction is not required to determine if an applicant, participant or household member has engaged in violent criminal activity.

Assistance in the Housing Choice voucher Program will be denied or terminated if the head of household or any member of the household:

- Is subject to a lifetime registration requirement under a State sex offender registration program; and/or



- Has engaged in any criminal activity that has resulted in the negligible death of any person; and/or
- Has engaged in any criminal activity that has as one of its elements sexual assault and/or abuse; and/or
- Has been evicted from public or assisted housing for any lease or family obligation violation.

Families are required to sign a release permitting the IHA to obtain additional criminal background checks on any members of the household over the age of 18. Failure to sign the release is a violation of the family obligations and assistance shall be terminated.

When the IHA denies or terminates assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession must have occurred within three years before the date that the IHA provides notice to the family of the IHA determination to deny or terminate assistance. The IHA shall not deny or terminate assistance for such use or possession by a family member, if the family member can demonstrate that he/she:

- Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
- Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The HA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

In determining whether to deny or terminate assistance based on drug-related criminal activity or violent criminal activity, the IHA will deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

## **14.7 Recertification of Eligibility and Interim Examinations**

### **14.7.1 Recertification of Eligibility**

Ninety to 120 days prior to the family's reexamination date, the IHA shall notify the family in writing when it is scheduled for recertification of eligibility. Recertifications may be on an annual basis or more frequently as determined by the IHA. Participants reporting zero-income and those in a drug rehabilitation program may be required to recertify at a minimum every 60 days.

All information relative to income, eligibility and rent, net assets and criminal history shall be verified and all verified findings will be documented and recorded in the participant's file. Only verified information that is less than 60



calendar days old may be used for recertification. Income eligibility will be determined in accordance with Section 5 of this Administrative Plan.

Such documentation may include reports of interviews, checklist completed as part of the interview, IHA records, data retrieved from HUD Enterprise Income Verification (EIV) system, verification forms signed by a third party, computer printout provided by a third party, letters, and telephone conversations (should be documented in writing) with reliable sources. At a minimum, such reports shall indicate the date, the source of information, including the name and title of the individual contacted, and a synopsis of the information received.

Sources of information may include, but are not limited to, the participant (by means of interview or home visits); criminal reports and the IHA records. Those in an ongoing, IHA-recognized drug rehabilitation program will be required to submit documentation from the rehab provider proving current participation in the drug rehab program.

In the event of receipt of unfavorable information regarding the conduct of the participant for compliance with the 1998 Act, IHA may elect to give consideration to the nature and extent of the participant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects in determining the continued eligibility of the participant.

#### **14.7.2 Interim Examinations – 24 CFR 982.54 (d) (18))**

An interim examination is a recertification of eligibility and re-determination of subsidy and/or family rent to owner that occurs between regularly scheduled recertification's. An interim examination may be conducted, at the IHA's option, whenever there is a:

**Change to Family Composition.** Families are required to report all changes in family composition to the Indianapolis Housing Agency in writing within ten (10) business days of the change. Additionally, legal court executed documentation is required to remove a spouse from the household. An interim examination may be conducted, at the IHA's option, whenever there is a change in family composition.

**Change to Family Income and Expenses.** The family may request an interim examination whenever the family has a reduction in income and/or expense.

Families receiving an increase in income must report all increases in household income of \$50 per week or more, \$100 bi-weekly or more, \$200 per month or more and \$2,400 per year or more. Changes must be reported in writing within ten (10) business days of the change. The IHA will process all interim changes as a result of such increases.



**Effective Date of Changes to Family Income and Expenses.** All changes that result in an increase in tenant rent will be made effective on the first day of the month, following:

- Thirty (30) day notice of the change to the owner and the family.

#### **14.8 Zero Income Policy – 24 CFR**

Families reporting zero income at intake and eligibility, and recertification must recertify every ninety (90) days and submit a completed—(Annual Interview Packet) that reflects current income status along with INET Work History printout. If the client continues to report zero income, the client must complete the “Zero Income Guide and Checklist” and a “Non-Income Affidavit”. IHA will mail or provide to the client a “Zero Income Policy Notice”, at eligibility, re-exam certification, and interim certification.

#### **14.9 EIV Discrepancy Report**

##### ***Enterprise Income Verification (EIV), Third Party Verification, and Factors Affecting Eligibility and Family Rent***

**A.** Accurate determination of income eligibility, allowances, and family rent can occur only if all factors related to income and family circumstances are verified. IHA will comply with the most recent HUD guidance on verification requirements. IHA will utilize the verification guidelines under PIH Notice 2010-19 (issued May 17, 2010), Verification Guidance, and PIH 2010-03 (issued January 21, 2010),

Verification of Social Security and Supplemental Security Income benefits, as applicable, and any subsequent guidelines and regulations issued by USHUD.

**B.** IHA or its authorized contractor will follow the verification hierarchy described in PIH Notice 2010-19:

**Level 6:** Upfront Income Verification (UIV) using HUD’s EIV System. Highest (Mandatory other than applicants) Ranking is Upfront Income Verification using HUD’s Enterprise Income Verification (EIV) system;

**Level 5:** Upfront (Optional) Income Verification (UIV) using non-HUD system such as the Work Number;

**Level 4:** Written Third-Party (High) (Mandatory to supplement EIV reported income and when EIV has no data available. Mandatory if applicant/participant disputes EIV reported income and is unable to provide acceptable documentation). This does include documents issued by a third party and may be hand delivered by the applicant or participant;

**Level 3:** Written Third-Party Form: (Medium –Low) Mandatory if written third party verification documents are not available or rejected by MDPHA or its authorized contractor; and when the applicant or participant is unable to provide acceptable documentation.



**Level 2: Oral Third Party Verification: (Low) Mandatory if written third party verification is not available.**

**Level 1: (Low) Use as a last resort when unable to obtain any type of third party verification.**

If Enterprise Income Verification (EIV) as described below is not available, third-party verification, which may be provided by the participant, will be used. If third party verification is not available, the reasons must be clearly and specifically stated in the tenant's file. Verification requirements are set forth in USHUD regulations at 24 CFR Part 982. Acceptable documents include:

1. Financial statements or tax returns for self-employed
2. Copies of insurance policies
3. Real estate tax statements
4. Copies of birth certifications
5. Copies of court orders concerning custody.

HUD's EIV system is the preferred form of verifying income that is provided by the tenant on the Housing Choice Voucher Applicant/Participant Information Worksheet. If the household's income in EIV matches the tenant-provided income, or if it is not substantially different, then third party verification is not necessary. However, third party verification may continue to be necessary to complement EIV income verification, for example, when the tenant disputes the data. It will not be considered as an automatic substitute for other third party verification, and may supplement other verification documentation, such as original, current tenant provided documents. The IHA or its authorized contractor will obtain as much information as possible about employment income, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form. EIV is used to verify income for recertification, annual, interim and change of dwelling, or on a random basis.

EIV information cannot be accessed unless a current unexpired *Authorization to Release Information (HUD form 9886)* has been signed by all adult family members. This form expires fifteen (15) months after it is signed by the tenant. If income information in EIV is not available or if it is substantially different from tenant-provided information, then written verification from third parties is the next most desirable form of verification. Currently, a substantial difference requiring third party verification in cases where EIV income data differs from tenant-provided and/or other verified income information is defined as being \$200 or more per month or \$2,400 per year, unless amended by the IHA or its authorized contractor. If EIV income data is not substantially different than current tenant-provided income documentation, the following guidelines for projecting annual income will be used:

1. If EIV income data is less than current tenant-provided documentation, the IHA or its authorized contractor will use tenant-provided documents to calculate anticipated income.
2. If EIV income data is more than current tenant-provided documentation, the IHA or its authorized contractor will use EIV income data to calculate anticipated annual income unless the



tenant provides the IHA or its authorized contractor with documentation of a change in circumstances (i.e., change in employment, reduction in hours, etc.). Upon receipt of acceptable tenant-provided documentation of a change in circumstances, the IHA or its authorized contractor will use tenant-provided documents to calculate anticipated annual income. In cases where EIV income data is substantially different than tenant-reported income, the IHA or its authorized contractor will utilize the following guidelines:

1. Request written third party verification from the discrepant income source. For EIV Social Security Administration (SSA) benefit discrepancies, the IHA or its authorized contractor shall require the tenant to obtain a current original SSA benefit letter within ten (10) business days of the interview date.
2. Review historical income data for patterns of employment, paid benefits, or receipt of other income, when the IHA or its authorized contractor cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud.
3. Analyze all data (EIV data, third party verification and other documents/information provided by the family) and attempt to resolve the income discrepancy.
4. Use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

In verified differences of \$200 or more per month or \$2,400 or more a year, the IHA or its authorized contractor shall require the family to enter into a repayment agreement for monies owed. Should the family refuse to enter in a repayment agreement or not fulfill its obligations under its repayment agreement, the IHA or its authorized contractor shall recommend termination and may refer the case to the HUD Office of the Inspector General. The IHA or its authorized contractor, in its sole discretion, may recommend terminating assistance for tenant fraud on a case-by-case basis, e.g., forgery or has demonstrated a pattern of unreported or under-reported income in between or at prior reexaminations. In such cases, the IHA or its authorized contractor will make the determination whether to recommend terminating assistance and forwarding the case to the HUD Office of Inspector General via the IHA. In instances where fraud (as defined in Attachment A of this policy), as opposed to tenant error (as defined in Attachment A of this policy), has occurred by the tenant and the difference is verified as being \$10,000 per year, the MDPHA or its authorized contractor shall recommend terminating housing assistance and shall forward cases to the HUD Office of Inspector General for fraud prosecution, where authorized by IHA.

An EIV Discrepancy report must be ran quarterly. Per the Administrative Plan the threshold to report an increase in income is \$2400 (\$50 weekly, \$100 bi-weekly, \$200 monthly, or \$2400 yearly), in reviewing the discrepancy report the same \$2400 threshold will be used for consistency. Any discrepancies of \$2400 either above or below the threshold must be reviewed.

A folder will be maintained and labeled "Threshold Report". This report shall be kept in the Director's office in a locked file cabinet. The folder shall have divider sheets for each quarter represented along with the supporting documentation for each



discrepancy reviewed. A discrepancy resolution report shall also be maintained in the file for each quarter represented.

The discrepancy report shall be compared to the documents used to verify the relevant income and a current EIV verification shall be reviewed. If the discrepancy cannot be explained the head of household will be sent a letter to come in to verify the relevant income. Verification will then be sent via 3<sup>rd</sup> party to further verify the discrepancy. If the discrepancy is proven to be correct one of the following will occur:

1. Blatant fraud will cause the voucher and assistance to be terminated.
2. For less severe misrepresentations of income, the family will be required to enter into a repayment agreement to repay the excess HAP/UAP paid on behalf of the family.

## **14.10 Quality Control**

### **Objectives**

The primary objective is to implement the process of quality control by reviewing files for accuracy, content and proper format.

### **Desired Outcome**

- 95% or greater accuracy in calculations and payment standards used
- 95% of files in proper format
- 95% pass on inspections (quality control inspections)
- All (100%) relevant documentation in files to support the rent shares reflected on Emphaysys Elite
- Maintain consistent error free files

### **Confirmation**

- Review sample of files to determine if desired outcome is being reached

### **Results for Confirmation Will be Used to**

- Collect data to determine problem areas
- Concentrate on areas of high errors and inconsistencies
- Implement procedures to correct errors and inconsistencies
- Identify staff causing errors
- Reinforce with staff the expectation of accuracy, file content and file order
- Review for compliance with SEMAP

Section 8 Administration Plan and Operating Procedures for the Indianapolis Housing Agency



**The following processes will be reviewed for quality control:**

- Intake/Admissions/Waitlist
- Moves/Transfers
- Recertification's
- Interims
- Initial Inspections
- Annual Inspections



## SECTION 15 - PORTABILITY

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

### 15.1 Definitions

#### **Absorption**

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

#### **Initial HA**

The term portability refers to both the initial and receiving HA:

2. A HA that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting HA (referred to as the outgoing HA).
3. A HA that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA referred to as the incoming HA.

#### **Jurisdiction**

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

#### **Reasonable rent**

Rent to owner that is not more than either:

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

#### **Receiving HA**

The HA that receives a portability family selected for participation in the tenant-based program of another HA. The receiving HA issues a voucher, and provides program assistance to the family.



## **15.2 IHA Rules for Portability**

### **15.2.1 Briefing**

At the briefing the family will be provided with an information packet that contains, at a minimum, the items required by HUD regulation 982.301(b), and the required letter explaining portability and the consequences of voluntarily giving up the voucher to be signed by the applicant.

### **15.2.2 Applicants & Portability**

If an applicant is not a resident of the jurisdiction of the IHA (Marion County), they must reside in the jurisdiction for 12 months before exercising portability.

Applicants who have been residents of the jurisdiction of the IHA (Marion County) at the time of application can exercise portability only after residing in the jurisdiction for 12 months, unless both the initial and receiving housing agencies agree in writing that the participant family may lease a unit under portability.

### **15.2.3 Portability Procedures**

1. The IHA will absorb transfers from an in-state housing agency if the transfer meets all the IHA's selection criteria.
2. The IHA will accept a voucher transfer from another housing agency under the provisions of statutory and regulatory portability, unless a housing agency in the community from which the tenant wishes to move administers a Section 8 program. Exceptions for special circumstances such as conflict of interest issues may be approved by the IHA in its sole and absolute discretion.
3. Without exception, the IHA will not accept a voucher transfer from another housing agency under the provisions of statutory and regulatory portability, when the housing agency in the community to which the tenant wishes to move administers a Section 8 program and the transfer participant has been rejected by that housing agency as the result of a unsatisfactory criminal background check.

### **15.2.4 Voucher Administration by IHA outside the IHA jurisdiction**

When a family moves under portability (in accordance with 24 CFR 982.353(b)) to an area outside the IHA jurisdiction, the IHA will administer assistance for the family if no other HA with a tenant-based program has jurisdiction in the area where the unit is located.

In these conditions, the family remains in the program of the IHA. The IHA has the same responsibilities for administration of assistance for the family living outside the IHA jurisdiction as for other families assisted by the IHA, within the



IHA jurisdiction. For the purpose of permitting the IHA administration of program assistance for the family in the area outside of the IHA jurisdiction as defined by State and local law (and thereby to satisfy the family's right to portability under federal law), the federal law and this regulation preempt limits on the IHA jurisdiction under State and local law.

The initial HA may choose to use another HA, a private management entity or other contractor or agent to help the initial HA administer assistance outside the HA jurisdiction as defined by State and local law.

### **15.2.5 Administration by receiving HA**

When a family moves under portability (in accordance with Sec. 982.353(b)) to an area outside the initial IHA jurisdiction, another HA (the "receiving HA") must administer assistance for the family if a HA with a tenant-based program has jurisdiction in the area where the unit is located.

In these conditions, a HA with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such HA, the initial HA may choose the receiving HA.

1. Upon receipt of HUD Form 52265, a briefing will be scheduled within two weeks (NO EXEPTIONS).
2. HA will issue Voucher and Request for Tenancy Approval ("RTA").
3. The initial must grant all extensions HA.
4. Client must follow IHA's new move process.
5. IHA will withdraw the family's voucher if voucher expires and notify initial HA.

### **15.2.6 Portability processing procedures**

1. The initial HA must determine whether the family is income-eligible in the area where the family wants to lease a unit.
  - Provide IHA portability procedures and limitations to the client
2. The initial HA must advise the family how to contact and request assistance from the receiving HA. The initial HA must, within fourteen (14) calendar days, notify the receiving HA to expect the family.
3. The family must, within ten (10) calendar days, contact the receiving HA, and comply with receiving HA procedures for incoming portable families. Which include but are not limited to:
  - Receipt of a written request by the family.
  - Determination of whether the family is in good standing.
  - Verification if the family is eligible to move and to be issued a voucher in accordance with the Administrative Plan ("Issuing and Denying Vouchers"), 24 CFR 982.54 (d) (2)).



4. The initial HA must give the receiving HA the most recent HUD Form 50058 (Family Report) for the family, and related verification information. If the receiving HA opts to conduct a new reexamination, the receiving HA may not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility.
5. When the portable family requests assistance from the receiving HA, the receiving HA must, in accordance with its policy, inform the initial HA whether the receiving HA will bill the initial HA for assistance on behalf of the portable family, or will absorb the family into its own program.
  - The IHA will absorb transfers from an in-state housing agency if the transfer meets all the IHA's selection criteria and funding is available.
6. The receiving HA must issue a voucher to the family if vouchers are available. The term of the receiving HA voucher may not expire before the expiration date of any initial HA voucher. The receiving HA must determine whether to extend the voucher term. The family must submit a request for lease approval to the receiving HA during the term of the receiving HA voucher.
7. The receiving HA must determine the family unit size for the portable family. The family unit size is determined in accordance with the subsidy standards of the receiving HA.
8. The receiving HA, in accordance with its policy, must notify the initial HA if the family has leased an eligible unit under the program, or if the family fails to submit a request for lease approval for an eligible unit within the term of the voucher.
9. To provide tenant-based assistance for portable families, the receiving HA must perform all HA program functions, such as reexaminations of family income and composition. At any time, either the initial HA or the receiving HA may make a determination to deny or terminate assistance to the family in accordance with 24 CFR 982.552.
10. Absorption by the receiving HA. (1) If funding is available under the consolidated ACC for the receiving HA voucher program when the portable family is received, the receiving HA may absorb the family into the receiving HA voucher program. After absorption, the family is assisted with funds available under the consolidated ACC for the receiving HA tenant-based program. (2) HUD may require that the receiving HA absorb all or a portion of the portable families.
  - The IHA will accept a voucher transfer from another housing agency under the provisions of statutory and regulatory portability, unless a housing agency in the community from which the tenant wishes to move administers a Section 8 program. Exceptions for special circumstances



such as conflict of interest issues may be approved by the IHA in its sole and absolute discretion.

### **15.2.7 Portability Billing**

1. To cover assistance for a portable family, the receiving HA may bill the initial HA for housing assistance payments and administrative fees.
  - IHA will notify the initial HA within 10 calendar days of contract execution of intent to bill or absorb, by sending Part 2 of the HUD Form 52265.
2. The initial HA must, within thirty (30) calendar days of receipt of HUD Form 52265, reimburse the receiving HA for the full amount of the housing assistance payments made by the receiving HA for the portable family. The amount of the housing assistance payment for a portable family in the receiving HA program is determined in the same manner as for other families in the receiving HA program.
3. The initial HA must, within thirty (30) calendar days, reimburse the receiving HA for 80 percent of the initial HA's on-going administrative fee for each unit month that the family receives assistance under the tenant-based programs from the receiving HA.
  - IHA expects to receive bills by the 5<sup>th</sup> working day of each month.
4. HUD may reduce the administrative fee to an initial HA, if the HA does not reimburse the receiving HA for housing assistance payments or fees on behalf of portable families.
5. In administration of portability, the initial HA and the receiving HA must comply with financial procedures required by HUD, including the use of HUD-required billing forms. The initial and receiving HA must comply with billing and payment deadlines under the financial procedures. HUD may assess penalties against an initial or receiving HA for violation, as determined by HUD, of HUD portability requirements.
6. A HA must manage the HA tenant-based programs in a manner that ensures that the HA has the financial ability to provide assistance for families that move out of the HA program under the portability procedures that have not been absorbed by the receiving HA, as well as for families that remain in the HA program.
  - If outgoing receiving HA must provide billing notification within 60 days of expiration of IHA's voucher.
7. When a portable family moves out of the tenant-based program of a receiving HA that has not absorbed the family, the HA in the new



jurisdiction to which the family moves becomes the receiving HA, and the first receiving HA is no longer required to provide assistance for the family. In this case the port request should be returned to the initial housing agency. The initial housing agency will be responsible of the tenant file and will process according.

## **Section 16**

### **Termination of Assistance**

This section states the grounds on which the IHA will terminate assistance. It does not address termination of tenancy by the family or owner, or HAP contract termination for reasons other than terminating assistance to a family.

24 CFR 982.552 and 24 CFR 982.553 state the reasons a family shall be terminated from the program. Reasons for termination will be provided to all new applicants at the briefing.

#### **16.1 Termination of Assistance**

The IHA may terminate assistance for a participant by:

1. refusing to enter into a HAP contract or approve a lease or approve a request for tenancy;
2. terminating housing assistance payments under an outstanding HAP contract;
3. refusing to process or provide assistance under portability procedures.

#### **16.2 Grounds for Termination of Assistance**

Termination of assistance may occur at any time there are grounds for termination. The IHA will inform families of the reasons for terminating assistance at the initial briefing and again at reexamination. If a participant claims that he/she failed to receive such information, that fact will not prevent the participant from being terminated in accordance with HUD regulations and this policy.

For any terminable offense, the IHA will exercise responsible discretion on a case-by-case basis and may consider all of the circumstances of the individual case, including seriousness of an offense, the extent of participation or culpability of individual family members, and the effects of program sanctions on uninvolved family members.

Generally, the IHA will not apply HUD's reasons for terminating assistance retroactively and/or punitively to current participants that have since maintained good tenancies.

Housing Voucher program rules require the IHA to terminate assistance to a participant if:

1. Any family member fails to sign and submit consent forms required for obtaining information on family status as part of any reexamination conducted by the IHA;



2. Any family member fails to declare citizenship or provide documentation of eligible non-citizen status within the prescribed time frames and extensions (See Sections 5.1.3 and 5.2); or
3. Any family evicted from housing assisted under the program for a serious or repeated violation of the lease.

The IHA has discretion to consider mitigating factors presented by the family when deciding whether or not to terminate assistance. In the absence of mitigating circumstances, the IHA will also terminate assistance to a participant for the following reasons:

1. If the family violates any Family Obligations as listed in 24 CFR 982.551, the lease and/or lease addendum, or this Administrative Plan.
2. If any family member commits drug related or violent criminal activity (see Section 17).
3. If any family member commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
4. If the family owes rent or other amounts to the IHA (including amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease),
5. If the family breaches an agreement with a HA to pay amounts owed to the HA, or amounts paid to an owner by the HA, in connection with Section 8 or other public housing assistance under the 1937 Act, or state-assisted public housing and either refuses to enter into a repayment agreement, or is not complying with the terms of their repayment agreement (when applicable).
6. If the family has engaged in threatening, abusive or violent behavior toward the IHA personnel.
7. If the family violates the IHA's policy on unit absence (see Section 16.8).
8. If any member of the family has been evicted from federally assisted housing within the past five years.
9. If the family has been engaged in criminal activity or alcohol abuse as described in 24CFR982.553.
10. If the family fails to comply with their FSS contract

### **16.2.1 Criminal activity as a factor**

It is the policy of the Indianapolis Housing Agency to conduct a criminal background check at the following times:



- all applicants (including ports, special admissions, etc.)
- at the request to add an adult (18 years of age or older) to the household
- accusation of criminal involvement
- as part of quality control of file (random selection of files pulled for quality control of recertification's)

Background checks of all adult household members are used to determine whether applicants and participants are eligible to participate in the program. All screening and termination of assistance procedures of the Indianapolis Housing Agency are administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, nationality, religion, familial status, disability or other legally protected group(s).

Where criminal activity is a factor, the IHA may consider the character of the crime and whether family members have participated in, colluded in, or benefited from criminal activity, and the impact of any termination on other family members including children.

The IHA may also consider the effects of their action or non-action on the program and community, including:

1. how termination of assistance for criminal activity by assisted families may discourage criminal activity in the community; and
2. the effect of the IHA termination policy on the Section 8 program and the ability of program families to find good housing.

It is the policy of the Indianapolis Housing Agency to deny participation in the program to applicants and terminate assistance to participants in cases where it can be reasonably determined that a household member is illegally using a drug or if a person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment by other residents. The Indianapolis Housing Agency will also deny or terminate assistance when it can be determined that there is a pattern of illegal use of a drug or a pattern of alcohol abuse. For the purpose of this administrative plan, the Indianapolis Housing Agency will consider the use of a controlled substance or alcohol to be a pattern if there are one or more incidents during the previous five (5) years. In evaluating evidence of negative past behavior, the Indianapolis Housing Agency will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

“Engaged in or engaging in” violent or drug related criminal activity means any act within the past five (5) years by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.



The use of public records, including, but not limited to police reports, court records and news media reports may be used to determine if an applicant, participant or household member has engaged in or is engaging in drug related and/or violent criminal activity. For the purpose of this administrative plan, an arrest or conviction is not required to determine if an applicant, participant or household member has engaged in violent criminal activity.

### **16.3 Violation of family obligations**

Family obligations are listed in 24 CFR 982.551 and this Administrative Plan and will be provided in the information packet the family receives at the voucher issuance briefing. A list of these family obligations will be sent to all program participants who did not receive this information upon selection.

### **16.4 HQS breach caused by family**

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

1. failure to pay for tenant-supplied utilities
2. failure to provide and maintain tenant-supplied appliances
3. damage caused by family or guest to unit or premises (beyond ordinary wear & tear)

If the family fails to make required repairs for any family caused HQS deficiencies in a timely manner, enforce the family obligations under the program policies.

Enforcement may include termination of assistance.

If tenant – caused damaged is the only reason to fail the unit, housing assistance payments to the owner may continue for up to 60 days (provided landlord has made every effort to evict tenant).

#### **16.4.1 Correction of defect**

The family will correct the defect within:

- 24 hours for life-threatening violations; and
- up to 30 calendar days for other violations

#### **16.4.2 IHA approved extensions**

The IHA may approve appropriate extensions if the HQS failure is non-life threatening and does not affect the safety of the resident or other occupants of



the building. If the family fails to correct the violation within the required time frame they will be terminated from the program.

The IHA will develop a fair and effective system of enforcement that attempts to match the severity of the problem to the severity of the enforcement and permits a range of enforcement actions, including the use of warnings, extensions, and termination. To the extent practicable, the IHA will attempt to distinguish between damage that is accidental or minor as opposed to damage caused by reckless or malicious action by the family and use that information in determining appropriate enforcement actions. In most instances termination of assistance is appropriate only when other compliance measures have failed.

The IHA enforcement procedures will attempt to inform and educate families as to applicable HQS standards and how their action or non-action relative to HQS violations may impact their ability to continue to receive rental assistance. When a family is cited for a family-caused HQS violation the IHA will provide written notice to the family, the owner, and any third party that may be designated by the family to receive notices from the IHA relative to their program participation. The notice will:

1. Be issued within 48 hours after the violation is cited.
2. Include a clear description of the violation, including how it violates program requirements.
3. Indicate the time frame for correcting the violation; and the consequences of failing to correct the violation including actions that will be taken by the IHA and actions that may be taken by the owner.
4. Strongly recommend that the tenant contact the owner to discuss the repair method prior to correcting any tenant caused violation.
5. Include a statement regarding a disabled person's right to request reasonable accommodation and the name of the agency contact person.

### ***The IHA's notice to the owner***

The IHA's notice to the owner will:

1. Inform the owner that the family may be terminated from the program if the violations are not corrected and that if the family is terminated, the HAP contract will also be terminated with no further housing assistance payments from the IHA.
2. Advise the owner that he/she may make the necessary repairs and charge the family's security deposit in accordance with state law; or, if



the family is occupying the unit pursuant to a pre-1995 HAP contract, file a damage claim with the IHA at the end of the tenancy.

3. Advise the owner that if the violation also constitutes a lease violation and the family refuses or is unable to make the repairs, the owner may make the repairs, bill the family, and issue notice to terminate the tenancy in accordance with the lease and state law. For rules regarding termination of HAP payments when the owner terminates the lease see 24 CFR 982.311(6).
4. Recommend that if the owner has any questions concerning the family's method or ability to correct the violation, the owner should contact the family directly.

#### **16.4.4 Action by the owner**

Actions that may be taken by the owner include but are not limited to the following:

1. No action, the family is responsible for making repairs.
2. Owner makes the necessary repairs and charges the family's security deposit for the expense at the end of the tenancy.
3. If the HQS violation also constitutes a lease violation and the tenant refuses or is unable to make the repairs, the owner may make the repair(s), bill the tenant, and issue notice to terminate tenancy.
4. When it is not obvious that the damage was tenant-caused, the burden of proof is on the owner, as evidenced by the statement of condition provided to the family at the beginning of their occupancy. If there is no statement of condition, the IHA may use the initial inspection report to assess damage. The IHA may also consider whether the owner has a "history or practice" of violating HQS or IHA housing standards
5. If a participant is terminated for failing to correct an HQS violation and the violation is cured after the effective date of termination, generally, the participant should not be reinstated. Because termination of assistance has occurred, that would indicate that other compliance measures, such as the granting of appropriate extensions, etc., have been taken and have failed. Any request for reasonable accommodation will have been submitted by the family and addressed by the IHA prior to the effective date of the termination. If the IHA determines that there were mitigating circumstances, and the family is reinstated in the same unit a new lease & contract will be executed.



#### **16.4.5 Allowing inspection of the dwelling unit by the IHA**

The family will allow the IHA to inspect the dwelling unit during normal business hours (Monday through Friday, 8am to 5pm), unless otherwise scheduled, and after no less than 48 hours notice. Emergency inspections require no notice. It is the family's responsibility to arrange for access to the unit at all times, even if the family will be absent from the unit.

Families should be notified that although inspections are required annually, as a result of follow-up inspections and audit inspections by the IHA the unit may be inspected several times in a year.

To accommodate working families, the IHA will schedule appointments for a specific time, when requested. If the IHA is unable to keep an appointment for an inspection, the family should be notified as early as possible on the date of inspection or sooner if possible. The IHA Inspectors are also encouraged to extend inspection hours into the early evening, perhaps one day a week, to accommodate working families.

In instances where the unit is subject to repeated inspections due to the owner's failure to make the required repairs, an undue burden may be placed on working families. In these instances, the IHA may suggest that the family ask the owner of the building to be present for re-inspections. If the family does not wish to allow the owner access to their unit, they remain responsible to make certain an adult will be present for all scheduled inspections. If an adult family member cannot be present for an inspection during the inspector's regular working hours, the family will make arrangements for another adult to be present in the unit at the scheduled time.

The IHA may terminate assistance to a family for failure to provide access to the unit if:

1. the IHA is unable to gain access to the unit for at least two scheduled inspections within one reexamination period; and,
2. the family did not cancel or call to reschedule the inspections for a more convenient time.

#### **16.5 Violation of lease**

The family shall not commit any serious or repeated violation of the lease. The lease is a contract between the family and the owner. Generally, the IHA will take no action against landlord claims of tenant misbehavior, will not assume the owner's responsibility for enforcing the lease, and will not interject itself in the relationship between the family and the owner where the owner may seek



remedy and/or mediation through the courts. Where an owner obtains a court-ordered eviction for serious or repeated lease violations, the IHA may terminate that family from the program.

The IHA, at its discretion and in situations where the owner is unable or unwilling to act, upon determining that the nature of the lease violation(s) are having a serious impact on individual residents or the housing development as a whole, may terminate assistance to a family where the IHA is able to establish repeated or serious lease violations by the family. For example, police reports documenting regular disturbances at the unit.

Vermin and rodent infestation caused by trash accumulation from poor family housekeeping is a tenant-caused HQS violation. An owner may evict if poor housekeeping creates a serious or repeated violation of the lease.

### **16.6 Family notice of move or lease termination**

Before vacating the dwelling unit, the family will give both the IHA and the owner thirty (30) calendar day's notice, in writing; and, in accordance with the terms of the lease.

#### **16.6.1 Owner eviction notice**

The family will give the IHA, within ten (10) calendar days from the receipt of the copy, a copy of any owner eviction notice.

### **16.7 Use and occupancy of unit**

1. The family will use the assisted unit for residence by the family.
2. The unit will be the family's only residence.
3. The composition of the assisted family residing in the unit must be pre-approved by the IHA.
4. The family will, within ten (10) calendar days, notify the IHA if any family member no longer resides in the unit and of the birth, adoption, or court-awarded custody of a child.
5. The family will request IHA approval to add any other family member, live-in aide or foster children as an occupant of the unit. Depending upon the form of lease, owner approval may also be required. Additional household member(s) will be subject to criminal background checks by the IHA and required to submit other standard documentation.
6. The Indianapolis Housing Agency will not issue or consider a larger voucher due to additions of family members other than by birth, adoption, marriage or court awarded custody (in these instances legal documentation must be provided).

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7. The dwelling unit (or, in the case of Shared Housing, the portion thereof) will be used solely for residence by the family. The family shall not assign the lease or transfer any portion of the unit.

### **16.8 Absence from unit**

The family will supply any information or certification requested by the IHA to verify that the family is living in the unit, or relating to family absence from the unit, including any IHA requested information or certification on the purposes of family absences. The family will cooperate with the IHA for this purpose. If the family will be absent from the unit for more than 14 days it will promptly, but no more than 10 calendar days from the first day of absence, notify both the owner and the IHA in writing, and obtain approval from the IHA.

To obtain IHA approval, the family will:

1. satisfy notice requirements; and
2. provide documentation acceptable to the IHA regarding the length of absence and the reason for the absence; and
3. affirm their intent to return to the unit at the end of the leave period; and
4. agree to be responsible for receiving and responding to all notices sent by the IHA to the unit during periods of absence; and
5. pay rent to the owner and pay for utilities while they are absent; and
6. make arrangements for the unit to be available for IHA inspections as necessary.

If this procedure is not followed, the unit will be considered abandoned and the IHA will terminate housing assistance payments and the family's participation in the program. The IHA's absence from unit policy will be provided to applicants at the initial briefing and to current participants by mail.

#### **16.8.1 Length of absence**

Absences for up to 90 consecutive days are permitted due to:

- hospitalization
- commitment to a short-term drug or alcohol treatment program
- verifiable medical or other family emergencies
- other reasons to be determined by the IHA.

An absence of more than 90 consecutive days is considered a "prolonged absence" and will not be permitted. In extraordinary circumstances, to be decided by the IHA on a case-by-case basis, where a family may be absent for more than 90 days, the voucher may be frozen for up to one year. Housing assistance payments are not



continued during periods when the voucher is frozen, only during an authorized absence of up to 90 days.

Imprisonment is not a valid reason for an absence of more than 30 days. If imprisonment is for drug related or violent criminal activity, the participant will be terminated in accordance with that policy.

### **16.9 Reinstatement**

In cases where assistance was terminated for an unauthorized absence from the unit for either:

1. Entering a residential treatment program; or
2. Incarceration for other than a drug-related or violent criminal activity.

The IHA may reinstate the family if:

1. The family member successfully completes the residential treatment program as evidenced by a written statement from the program's Director; or
2. The family member was not convicted of the crime.

In all cases there is a one-year limit on reinstatement, measured from the date the termination is effective. Reinstatement is subject to the availability of a voucher.

### **16.10 Notice Requirements**

If the period of absence will be for 30 days or less the family is not required to provide notice.

If the period of absence will be for more than 30 days, the family will submit a written request for IHA approval of extended absence. This written request must be submitted no more than 60 calendar days from the date in which the family is absent from the subsidized unit.

If IHA determines that the family has abandoned the unit or is absent for longer than the maximum period permitted, the IHA will terminate housing assistance payments and the family's participation in the program.

If the IHA receives information that a family has been absent from their unit for an extended period, they may require the family to provide any information or certification that adequately explains the report of absence and verifies that the family has not been absent for more than 30 days. The agency may verify presence or absence by sending letters to the family at the unit, phone calls, visits or questions to the landlord or neighbors. School enrollment records and receipt of welfare assistance may also be used to determine where a family resides.



If the sole member is incarcerated for more than 30 days, s/he will be considered permanently absent. Any member of the household, other than the sole member, will be considered permanently absent if s/he is incarcerated for 30 days. The Indianapolis Housing Agency will determine if the reason for incarceration is for drug-related or violent criminal activity, or any other violation of a family obligation.

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the Indianapolis Housing Agency will terminate assistance in accordance with appropriate termination procedures contained in this Plan. Families are required both to notify the Indianapolis Housing Agency before they move out of a unit and to give information about any family absence from the unit.

To obtain Indianapolis Housing Agency approval, the family will:

- Satisfy notice requirements; and
- Provide documentation acceptable to the IHA regarding the length of absence and the reason for the absence; and
- Affirm their intent to return to the unit at the end of the leave period; and
- Agree to be responsible for receiving and responding to all notices sent by the IHA to the unit during periods of absence; and
- Pay rent to the owner and pay for utilities while they are absent; and
- Make arrangements for the unit to be available for IHA inspections as necessary.

If this procedure is not followed, the unit will be considered abandoned, and the Indianapolis Housing Agency will terminate housing assistance payments and the family's participation on the program. HUD regulations require the Indianapolis Housing Agency to terminate assistance if the entire family is absent from the unit for a period of more than 180 consecutive calendar days.

"Absence" means that no family member is residing in the unit. In order to determine if the family is absent from the unit, the Indianapolis Housing Agency may:

- Write letters to the family at the unit (and/or)
- Telephone the family at the unit (and/or)
- Verify if utilities are in service (and/or)
- Check with the post office (and/or)

The Indianapolis Housing Agency reserves the right to extend any deadline listed in this section as an accommodation to persons with disabilities. In cases where housing assistance is terminated, the Indianapolis Housing Agency reserves the right to reinstate assistance as an accommodation to persons with disabilities. At no time will the Indianapolis Housing Agency extend absences that are in excess of 180 days.



If the agency receives information that the family has been absent from their unit, has not received notice from the family, and is unable to verify presence of the family in the unit within 30 days of the receipt of information, the IHA may consider the unit abandoned and may begin the process of terminating the HAP contract.

For termination due to abandonment (or absence) the IHA will give the family an opportunity for an informal hearing. All termination and hearing notices will be sent to the family at their address of record by regular or certified mail, and shall constitute proper notice.

#### **16.11 Interest in unit**

The family will not own or have any interest in the dwelling unit (other than in a manufactured home). If the Owner is a cooperative, the Family may be a member of the cooperative.

#### **16.12 Fraud and other program violation**

The family members will not commit fraud, bribery or any other corrupt or criminal act in connection with any federal or state housing assistance program. HUD regulations pertaining to fraud are found at 24 CFR part 792.

#### **16.13 Crime by family members**

The family members will not engage in drug related criminal activity or violent criminal activity (see Section 17)

#### **16.14 Other housing assistance**

An assisted family or members of the family, shall not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative federal, State or local housing assistance program.

#### **16.15 When a family owes money to the IHA**

##### **Family Debts**

The Indianapolis Housing Agency will make all reasonable attempts to collect all money owed by families. Methods to collect family debts include, but are not limited to:

- Request for lump sum payments; and/or
- Civil suits; and/or
- Payment/Repayment agreements; and/or
- Collection agencies; and/or
- Credit bureaus



Families who are unable to make a lump sum payment for an unsettled debt may choose to enter into a repayment agreement with the Indianapolis Housing Agency. The Indianapolis Housing Agency reserves the right not to enter into a repayment agreement if the family has an existing repayment agreement in place that has not been paid in full. The maximum term of the promissory note is 12 months.

To remain in good standing, the family must abide by all terms and conditions of the repayment agreement. The Indianapolis Housing Agency may deny or terminate housing assistance for families who default on the agreement.

The IHA may refuse to allow a family to move if they are in arrears. If the family has a history of damage or vacancy claims, or if the family had previously signed a repayment agreement but failed to make payments or stopped making payments, the IHA may:

- require the family to repay the full amount prior to moving; or
  - require the family to become current on the agreement and sign a new agreement that permits termination after three consecutive missed payments.
- **16.15a. When a landlord owes money to the IHA**

#### **Landlord Debts**

The IHA will make all reasonable attempts to collect all money owed to the agency at its discretion as stated in the HAP Contract. If a landlord enters into a repayment agreement with the IHA, it will not exceed a 12 month period. The IHA also reserves the right not to enter into a HAP Contract with a landlord who owes a previous debt to the agency.

#### **16.16 Impact of bankruptcy on tenant debt**

If a participant files for bankruptcy, any debts owed to the housing agency are dischargeable, if the debts are listed. If a participant receives a judgment of bankruptcy, any listed debts are discharged.

#### **16.17 Impact of Defaulted Mortgages Foreclosures and, Bankruptcies, by the Landlord/Owner:**

- **Defaulted Mortgages**: HAP shall be discontinued for mortgages that have not been paid after 90 days; any overpayments are due back to the IHA.
- **Foreclosures**: HAP shall be discontinued for mortgages that have not been paid after 90 days; any overpayments are due back to the IHA. ; however,
  - If the IHA is unaware of the defaulted mortgage date, funds should be owed to the IHA (at least) 3 calendar months/90 days prior to the foreclosure filing/sheriff sale date.

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- Any landlord that has had three or more foreclosures shall be banned from program participation.

**Bankruptcy:** Any payments made after the discharge date will be immediately due to the IHA. Any HAP that the IHA determines to be an overpayment will be subject to the terms of the HAP contract including recapture of funds and/or legal action.

#### **16.17 A. Periodic check of state or local real estate taxes:**

Regulation for the applicable payment of state and local taxes must be current on all assisted HCV units. IHA may at its discretion check the status of an owner's delinquent property taxes.

**NOTE:** If it is determined that an owner's taxes are delinquent, notification will be sent to inform the owner that the issue must be rectified within an period no later than 60 days and documentation must be provided. If the owner fails to comply with the request the HAP contract will be terminated and the occupant if applicable will be placed in the move process.

#### **16.17 B Termination for drug or alcohol abuse**

In accordance with the Housing Opportunity Program Extension Act of 1996, the IHA may terminate the Section 8 assistance of any person if the IHA determines that the person's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The IHA may also terminate the Section 8 assistance of any person who the HA determines is illegally using a controlled substance.

#### **16.18 Termination Notice to Family**

Notice to the family will be sent by certified mail return receipt requested. A copy of the notice will be mailed to the owner via regular first-class mail. In instances where the certified mail is not accepted by the family and returned to the IHA, allegations by the family that they did not receive the notice of termination will not be considered by the IHA as a reason for failure to submit a request for an informal hearing or otherwise respond to the notice. Housing Assistance Payments will continue to be made until the hearing process, has been concluded.



## Section 17

### Alcohol-related, Drug-related and Violent Criminal Activity

#### **POLICY**

It is the policy of the IHA to deny participation in the program to applicants and terminate assistance to participants in cases where it can be reasonably determined that a household member is illegally using a drug or if a person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment by other residents. The IHA will also deny or terminate assistance when it can be determined that there is a pattern of illegal use of a drug or a pattern of alcohol abuse as set out in the following sections. For the purpose of this administrative plan, the IHA will consider the use of a controlled substance, illegal drugs or alcohol abuse to be a pattern if there are one or more incidents during the previous five (5) years. In evaluating evidence of negative past behavior, the IHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

#### ***17.1 Drug related, violent criminal activity, sex offenders and other violations***

Drug related criminal activity is:

1. the illegal manufacture, sale or distribution; or the possession with intent to manufacture, sell or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802); or
2. illegal use, possession or distribution of a controlled substance or illegal drug, or
3. conspiring to illegally use, possess or distribute, a controlled substance or illegal drug.

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

The term "criminal activity" includes both drug related and violent criminal activity. The term "drug related" will be used only if it is necessary to distinguish between the two.

The IHA will deny or terminate assistance if the head of household or any member of the household:

- Is subject to a lifetime registration requirement under a State sex offender registration program;
- Has engaged in any criminal activity that has resulted in the negligible death of any person;
- Has engaged in any criminal activity that has as one of its elements sexual assault and/or abuse; or



- Has been evicted from public or assisted housing for any lease or family obligation violation (will be denied for up to a minimum of three years from said eviction).

### **17.2 Notification**

Applicants and participants will be formally notified of IHA's drug policy. At the time of application, families will be required to indicate on their application whether any family member has been involved in any drug related or violent criminal activity. The application will also provide the family with information concerning the IHA drug policy.

### **17.3 Grounds for Denial or Termination of Assistance**

The IHA will deny assistance to an applicant or terminate assistance to a participant family if any member of the family commits:

1. a drug related criminal activity; or
2. a violent criminal activity.

Families are required to sign a release permitting the IHA to obtain additional criminal background checks on any members of the household over the age of 18. Failure to sign the release is a violation of the family obligations and assistance shall be terminated.

To deny or terminate assistance for alcohol abuse, illegal use, possession or distribution of a controlled substance or illegal drug, such use, possession or distribution, or conspiracy to use, possess or distribute, will have occurred within five (5) years before the date the IHA provides the notice of denial or termination of assistance for this reason.

The IHA may not terminate assistance for past use of drugs or abuse of alcohol by a rehabilitated user who has not used illegal drugs or abused alcohol in the last year.

#### **The IHA may deny assistance for an addict who currently uses or possesses illegal drugs or abuses alcohol.**

The IHA may not deny assistance for an addict who is recovering, or has recovered from an addiction. Adequate proof of such recovery must be provided to IHA. The IHA may require a family member who has engaged in the illegal use of drugs or alcohol abuse to submit evidence of participation in, or successful completion of, a treatment program as a condition of being allowed to reside in the unit.

There is no time limit on denial or termination of assistance for violent criminal activity.



#### **17.4 Arrest, Convictions and Evictions for Drug-Related and Violent Criminal Activities**

The IHA will deny or terminate assistance if the IHA obtains information that an applicant or participant has been arrested, convicted or evicted for a drug related activity or a violent criminal activity. Proof of arrest, conviction or eviction is evidenced by written documentation from law enforcement agencies, a court of law, district attorney's office, or other agencies or sources that have legitimate access to this information.

#### **17.5 Preponderance of Evidence**

HUD regulations do not require that the IHA establish beyond a reasonable doubt the guilt of an applicant or participant prior to taking actions to deny or terminate assistance. The IHA shall deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in criminal activity, regardless of whether the family member has been arrested or convicted (on or near the site).

The IHA will determine, on a case-by-case basis, whether to deny or terminate assistance when there is no conviction or eviction for drug related or violent criminal activity. If the agency can obtain written documentation that a preponderance of evidence exists that a family member is involved in criminal activity the IHA shall deny or terminate assistance. Written documentation may include, but is not limited to, police reports, arrests/disturbance reports, court records, news media report, etc., that indicate that a Section 8 tenant is trafficking a controlled substance from his/her unit.

*The use of public records, including, but not limited to police reports, court records and news media reports may be used to determine if an applicant, participant or household member has engaged in or is engaging in drug related and/or violent criminal activity. For the purpose of this administrative plan, an arrest or conviction is not required to determine if an applicant, participant or household member has engaged in violent criminal activity.*

#### **17.6 Limitation on authority**

The IHA's authority to deny or terminate assistance is limited to criminal activity by family members. The IHA will not screen family behavior for suitability for tenancy. The IHA will not be liable or responsible for the family's behavior or the family's conduct in tenancy. Screening for behavior and suitability is an owner responsibility.

An owner may evict the assisted family for criminal activity on or near the premises by any member of the household or a guest or another person under the tenant's control. To the extent that the criminal activity is a serious or repeated violation of the assisted lease, the IHA may terminate assistance.



### **17.7 The IHA Response to Alleged Criminal Activity**

The IHA will respond to drug and criminal activity information in a uniform and objective manner.

### **17.8 The IHA 's Policy and Procedure**

When the IHA receives information from anonymous callers, landlord and/or neighborhood complaints, local police reports, newspaper reports, etc., regarding a Section 8 household referencing extra persons in the household, illegal, criminal, or drug related criminal activity, the IHA may, depending upon the severity of the problem:

1. Schedule an appointment for the Director of Section 8 to meet with the family.
2. Discuss the alleged complaint or incident with the family.
3. Obtain supporting documentation e.g., police reports, newspaper articles, pictures (if available), etc.
4. Warn the family that if this type of behavior continues (and there is evidence to support these allegations) their Section 8 assistance will be terminated.
5. If the report is not based on illegal, criminal, or drug related criminal activity have the head of household sign a document stating that he/she has been advised of his/her responsibilities as a Section 8 Program participant and that he/she understand and will comply with HUD Section 8 guidelines.
6. If the behavior is related to illegal, criminal, or drug related criminal activity, the family's Section 8 assistance will be terminated at the end of the current month.

Should an employee of the IHA witness illegal, criminal, or drug related criminal activity, that employee is obligated to immediately contact IHA's Office of Special Investigations.



## **Section 18**

### **HQS Inspection Requirements, Compliance and Violation Remedies**

#### ***18.1 Overview***

The Indianapolis Housing Agency inspection requirements for housing quality standards utilize both HUD's Housing Quality Standards and Chapter 10 Minimum Standards for Residential Property and Housing from the Code of The Health and Hospital Corporation. The Health and Hospital Corporation is a municipal corporation authorized by the Indiana General Assembly to exercise legislative powers in addition to its executive agency powers. In other words, the Corporation, by its Board of Trustees, has the power to enact legislation. Further, the Corporation has the power to enforce the provisions of the legislation it enacts.

The IHA is required to conduct three types of inspections: initial, annual, and special inspections, including quality control inspections. Inspections result in pass, fail, or inconclusive reports. Inspections will receive one of the following ratings:

1. Pass – the conditions of the unit meets the minimum requirement and require no further action by the IHA.
2. Inconclusive (Initial Inspections Only)- more information is needed for the inspector to make a determination. A follow up or re-inspection is required
3. Fail- the condition of the unit does not meet minimum requirements. All fail items must be corrected and approved prior to the execution of a Housing Assistance Payment Contract or the to continue payments on the contract.. A re-inspection is required.

Depending upon the nature of the item, responsibility for correction of fail or inconclusive items may be the responsibility of the owner or tenant. Failure to comply with correction notices results in owner or tenant sanctions, up to and including termination of the HAP.

Inspections may be performed by IHA staff or by a contractor designated by IHA.

#### ***18.2 Scheduling Inspections***

The IHA shall schedule initial inspections in accordance with program requirements. Annual inspections, quality control inspections, and all resulting re-inspections shall be scheduled to comply with SEMAP requirements. Other special inspections, such as complaint inspections, shall be scheduled as quickly as possible after receipt of request.



### **18.3 Forms to Be Used to Conduct Inspections**

In order to meet all HQS requirements, inspections shall be conducted and recorded using amended form HUD 52580-A which includes the IHA-adopted standards.

### **18.4 Initial Inspection Process and Procedure**

1. The IHA **is required** to conduct an initial inspection for each unit as part of the tenancy approval process.
2. The unit **shall** pass the HQS inspection before the execution of the assisted lease and housing assistance payments (HAP) contract and the initiation of payments. The Director of Section 8 shall routinely ensure that all new units pass HQS inspection prior to lease and HAP execution. The designee responsible for signing the HAP contract shall review the file to determine whether the unit passed before the HAP contract effective date.
3. The IHA **shall** conduct the inspection within 15 calendar days from the IHA's approval of a Request for Tenancy Approval. The 15-day period is suspended when the unit is not available for inspection. For example, if a family and owner submit a request for tenancy approval on the 15th of month but the owner indicates that unit will not be available until 1st of next month, the 15-day clock starts on the 1st of the next month. However, this extension of availability for inspection may only be given one time and for a period not to exceed 30 days.
4. The IHA **shall** complete and retain a copy of *Form HUD-52580-A, Inspection Checklist* which includes any IHA-adopted standards.
5. The family and the owner **shall** receive inspection results. The owner shall receive detailed information for all failed and inconclusive inspection items so that he or she is fully aware of the work necessary to pass the HQS inspection.
6. If the unit does not comply with HQS requirements within 30 days of the IHA's *Notification of HQS Inspection Results*, the IHA **shall** cancel the Request for Tenancy Approval and instruct the family to search for another unit.

### **18.5 Annual Inspection Process and Procedure**

The annual inspection process includes scheduling the unit for inspection, notifying owners and tenants of the inspection date and time, conducting the inspection, enforcing HQS requirements, and when necessary, **taking action to abate payments and terminate HAP contracts and program assistance**. When the owner fails to comply with HQS, the IHA will exercise its rights and remedies against the owner under the HAP. The IHA's rights and remedies against the owner under the HAP contract include recovery of overpayments, abatement or other reduction of housing assistance payments, and termination of the HAP contract. To avoid the



recovery of overpayments, abatement or other reduction of housing assistance payments, or termination of the HAP contract, the IHA shall monitor and assure the following:

1. The unit **shall** be in compliance with HQS requirements throughout the assisted tenancy.
2. Each unit **shall** be inspected annually during assisted tenancy to determine if the unit meets HQS. The inspection shall be conducted within twelve months of the previous inspection to meet SEMAP requirements.
3. The IHA **shall** notify owners and tenants of HQS deficiencies in writing, and indicate a time period in which to make HQS corrections.
4. The IHA **shall** abate HAP payments to owners who do not comply with notifications to correct HQS deficiencies within the specified time period: 24 hours or up to 30 days depending upon the nature of the deficiency. Placement of abatement shall occur by the first of the month following expiration of the notice. Except in the case of life threatening violations requiring corrections within 24 hours, the owner shall receive 30-day written notification of the abatement. The IHA shall use the *Notice of Housing Assistance Payment Abatement and Final Notice of Termination*, to notify the owner of abatement. Following a failure to comply with a notice of deficiency, owners are not entitled to HAP payments from the first of the month until the day the unit passes HQS.
5. Both the owner and the tenant **shall** be notified in writing of the abatement and/or termination of housing assistance payments to the owner for failure to correct an HQS.
6. The IHA shall terminate the HAP contract for an owner's failure to comply with its terms and conditions, including non-compliance with HQS. Both the owner and the tenant shall be notified of intent to terminate

### **18.6 Terminating the HAP for Failure to Comply with HQS**

The IHA **shall** terminate the HAP contract if repairs are not made as required.

Owners are responsible to the IHA for compliance with all HQS items except those specifically assigned to tenants. Tenants are responsible to correct HQS fail and inconclusive items resulting from:

- Failure to pay for tenant-supplied utilities;
- Failure to supply appliance(s) required by the lease; or
- Damage to the unit.

The IHA shall terminate program assistance to families who fail to correct HQS deficiencies that they caused. To terminate program assistance for the family, the IHA shall first be notified by the owner of its intent to begin eviction procedures. In the case of eviction based on the families who failure to correct HQS deficiencies that



they caused, the IHA shall continue to pay the owner until the eviction is completed, up to a maximum of 60 days.

### **18.7 Abatement of Payments**

The IHA **shall** abate HAP payments to owners who do not comply with notifications to correct HQS deficiencies within the specified time period: 24 hours or up to 30 days depending upon the nature of the deficiency.

Placement of abatement shall occur by the first of the month following expiration of the notice. Except in the case of life threatening violations requiring corrections within 24 hours, the owner shall receive 30-day written notification of the abatement.

Following a failure to comply with a notice of deficiency, owners are not entitled to HAP payments from the first of the month until the day the unit passes HQS.

### **18.8 Termination of HAP Contract**

The IHA shall terminate the HAP contract for an owner's failure to comply with its terms and conditions, including non-compliance with HQS. Both the owner and the tenant shall be notified of intent to terminate.

The IHA shall issue a voucher to the family to move, provided the family is eligible (not in violation of the terms of assistance, including HQS responsibilities). The family shall be reminded of its responsibility to the owner to give notice of intent to move, and shall continue to pay its portion of the rent as long as the family remains in the unit.

### **18.9 Special and Complaint Inspection Process and Procedure**

Special or complaint inspections include inspections in response to complaints registered with the IHA by families, owners or other sources regarding the unit's condition, quality control inspections, or any other inspection the IHA may deem appropriate to conduct.

#### **18.9.1 Special Inspection**

Quality control inspections are a second type of special inspection and are required by program regulations. Special inspections resulting in a fail or inconclusive HQS determination require the same notification actions and enforcement processes described above for annual inspections.

#### **18.9.2 Complaint Inspections**

The IHA **shall** investigate complaints about HQS matters that are registered by tenants, owners or the general public. Violations resulting from complaint inspections are treated in the same manner as annual inspection violations.



Failure to comply with violation notices issued from complaint inspections result in abatement of payment to owners and/or termination of program assistance for tenants.

### **18.9.3 HQS Quality Control Inspections and Audit**

The IHA shall re-inspect 10% of the units under contract during each fiscal year for Quality Control purposes.

Completed HQS inspections included in the sample shall be no older than three months at the time of the re-inspection. The sample shall represent a cross section of neighborhoods where program units are located and inspections completed by all HQS inspectors. The sample shall also include a cross-section of initial and annual inspections.

Quality control inspections shall provide a written analysis of each inspector's work, which will be used to determine if individual performance or general HQS training issues need to be addressed.

For SEMAP purposes, an HQS deficiency found at the time of the quality control re-inspection represents a "fail" quality control inspection. When rating an individual inspector's performance, the quality control auditor shall take into account whether the failed item occurred since the previous inspector was on site. Often the tenant can describe when the deficiency occurred and will be helpful in making this determination.

Deficiencies that occurred after the original inspection shall not be held against the inspector's performance record.

The Quality Control Auditor shall maintain a quality control tracking system for each fiscal year, which indicates, the address of the units, date of original inspection and inspector, date of the quality control inspection, results of the quality control inspection, and location of the unit by neighborhood, zip code, census tract, etc.

The IHA is responsible for HQS Enforcement and must monitor and verify that:

1. All life-threatening HQS deficiencies are corrected within twenty-four (24) hours of inspection and all other cited HQS deficiencies are corrected no more than 30 calendar days from the inspection, unless the IHA approved an extension of time for correction.
2. For HQS deficiencies that are the owner's responsibility and are not corrected within the prescribed time frames, the IHA shall abate housing assistance payments beginning no later than the first of the month following expiration of the IHA violation notice. Violation notices



shall contain language regarding abatement of payment for owner failure to make corrections.

3. For HQS deficiencies that are the responsibility of the tenant and are not corrected within the prescribed time frames, the IHA shall take prompt and vigorous action to terminate the family's housing assistance.

### **18.10 Housing Quality Standards Criteria**

The IHA inspection requirements for housing quality standards utilize both HUD's Housing Quality Standards and Chapter 10 Minimum Standards for Residential Property and Housing from the Code of The Health and Hospital Corporation. The Health and Hospital Corporation is a municipal corporation authorized by the Indiana General Assembly to exercise legislative powers in addition to its executive agency powers. In other words, the Corporation, by its Board of Trustees, has the power to enact legislation. Further, the Corporation has the power to enforce the provisions of the legislation it enacts.

Non-compliance with these standards is grounds for:

- rejecting the unit at initial inspection
- abating subsidy
- terminating the HAP contract with the owner
- termination of tenant participation in the program

#### Emergency Repair Items (24 CFR 982.401 (a))

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the inspector:

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problems which could result in shock or fire
- No heat
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle (s) which prevent tenant's entrance or exit
- Lack of functioning toilet



### **18.11 Lead-Based Paint**

The Lead Base Paint Poisoning Prevention Act as amended (42 U.S.C. 4821 – 4846) and the Residential lead Based Paint Hazard Act of 1972 and implementing regulations 24 CFR Part 35 Subparts A,B,M and R will apply to all units inspected and leased under the IHA section 8 program.

The IHA will adhere to the above referenced regulations as well as the HUD Housing Choice Voucher Program Guidebook to ensure units meet the lead base paint criterion.

Additional assistance will be sought from the Marion County Health Department and HUD if further guidance is needed on a case-by-case basis.



## **SECTION 19**

### **FAMILY SELF SUFFICIENCY PLAN**

#### **19.1 Overview**

The Indianapolis Housing Agency (IHA) is committed to establishing and implementing a Family Self-Sufficiency (FSS) Program to help families who receive housing assistance achieves economic independence by utilizing an array of public and private resources. By coordinating housing assistance with needed services such as child care, education and job training/development, IHA assists both public housing and housing choice voucher participants to reach their goals of economic independence and self-sufficiency.

The objective of the FSS program is to reduce the dependency of low-income families on welfare assistance and on the Housing Choice Voucher Program, Public or Indian Housing assistance or any Federal, State or local rent or homeownership subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling and other forms of social service assistance, while living in assisted housing, so that they may obtain the education, employment, business and social skills necessary to achieve self-sufficiency.

Any resident or housing assisted participant with a sincere desire to achieve self-sufficiency is assisted to perform a self-assessment to identify personal motivating factors as well as the family's strengths and barriers relative to achieving self-sufficiency. IHA then assists participants to work their plans, providing emotional support during challenging times. At each step in the process, IHA helps participants to motivate themselves and to improve their self-esteem.

Public/assisted housing is envisioned as serving two divergent populations. First, it provides a safety net for the elderly, handicapped and disabled whose biological, physical, or mental conditions will not permit entry or re-entry into the labor market. Second, public housing was, and still is, intended as a temporary resource for families who temporarily remain outside the workforce. IHA has targeted the female-head of family with small children at home; those faced with temporary dislocation from the labor market; those who are involuntarily without the means to provide housing for their families; and, those whose present incomes are inadequate to otherwise provide decent, safe, and sanitary housing in the existing housing market.

The purpose of the Family Self-Sufficiency (FSS) Program is to promote the development of local strategies to coordinate the use of public housing assistance and housing assistance under the Housing Choice Voucher Program with public and private resources, to enable families to receive assistance under these programs to achieve economic independence and self-sufficiency. Under

FSS, families are required to sign a Contract of Participation, which includes an Individual Training and Services Plan entered into between the housing agency and those members of the family who will be participating in the FSS program. The Contract of Participation is usually effective for a period of five years but can be extended for a period of two years for "good cause." A major benefit of participating in the FSS program is recognized when the family transitions to employment or has an increase in earned income. If the family is a housing choice voucher recipient, the increased income can be used to calculate and establish an escrow savings account. The funds saved can be used by the families for expenses such as homeownership or advanced educational opportunities. A key component of FSS is the establishment of the Program Coordinating Committee (PCC). The PCC is responsible for overall implementation of the program including assistance in developing the Family Self-Sufficiency Program Action Plan and securing commitments of public and private resources for the operation of the program.

The FSS program is administered at IHA by staff of the Housing Choice Voucher, working in close collaboration with the Program Coordinating Committee representing key community institutions; many who will be providing services to FSS participants. A cornerstone of this program is the multi-disciplinary review and coordination of family strategies through the PCC and the leveraging of community resources such as social service programs, human resources and other financial resources from both the public and private sectors to support family goals. The basic objectives of IHA's Family Self-Sufficiency Program are as follows:

- Provide low-income families with basic life skills, educational advancement, academic and vocational counseling, job training/search activities, which leads to successful employment referral and placement.
- Assist families to make the transition from "welfare to work" by providing job training, support and employment search services.
- Decrease the length of time families utilize public/assisted housing.
- Provide adequate social and support services, as client needs dictate.

There are also certain basic programmatic assumptions that must be considered when implementing an FSS program.

Except for those who cannot be expected to work full-time due to circumstances beyond their control (i.e. age, health or physical ability), every family in public and subsidized housing will be made aware of FSS and encouraged to undertake the transition to the private housing market within a reasonable period of time after entering assisted housing.

Families that are accepted into the FSS program accept responsibility for seeking to achieve the objective of preparing themselves for the return to unsubsidized living arrangements.

In implementing the FSS program, the service provider's make a commitment through a Memorandum of Agreement to assist the participating family in preparing themselves for the transition to unsubsidized housing.

Such a commitment implies that sufficient jobs are, or will be, available to consistently employ people at wages adequate to support families at a standard of living above the maximum allowable for receiving assistance; and,

Each family will demonstrate a uniquely different set of needs and concerns, which will demand unique strategies for addressing those needs.

- Local agencies administrating needs-based programs are able to determine how best to respond to the unique needs of the families within their jurisdiction and should be given flexibility in applying the rules and regulations in order to meet the unique needs of individual families.
- It is not unusual for former public assistance recipients to fail in their first attempts to secure employment, which means the FSS program must provide intensive focus on both job retention issues and facilitating multiple placements (career pathways) for residents until the job "fit" is right.

## **19.2 Program Management**

The Family Self-Sufficiency Program is managed by IHA's Housing Choice Voucher (HCV) Department (Section 8). This office coordinates the day-to-day activities of the program. The overall mission of this office is to provide support and address the job readiness, job training and placement and human service needs for Housing Choice Voucher program participants. Through these expanded efforts, IHA aims to improve the economic self-sufficiency of working adults, promote the academic achievement and career development of youths and maximize the extent to which seniors can live healthy and independent lives.

To support the Agency's Family Self-Sufficiency efforts, IHA staffs the program with full-time staff, which fills the positions of Program Coordinator, FSS Case Managers, EDSS Coordinator, Home Ownership Specialist and a Housing Counselor. The FSS Case Managers are responsible for identifying and assessing family skills and needs by utilizing interviews, written assessment tools and home visits. They utilize the Individual Training and Services Plans, an integral part of the Contract of Participation. They provide ongoing monitoring and support to families in meeting their goals and advocate for services as needed. They also work with other IHA staff to ensure FSS families are in compliance with their housing assistance.

Although the Housing Choice Voucher Department assumes responsibility for organizing the Family Self-Sufficiency Program, the Program Coordinating

Committee (PCC) links housing, job training and apprenticeships, family and individual counseling, drug and alcohol treatment and counseling and career development with subsidies for food stamps, Medicaid, child care and other transfer payments in a more consistent and coordinated manner. In addition, the PCC coordinates services in conjunction with the changing federal “Welfare to Work” legislation.

The PCC, along with Family Self-Sufficiency staff, make recommendations concerning policy and regulatory adjustments in the administration of the program. The Committee is involved with the implementation in the following manner:

- Assistance in securing educational advancement, supportive services and employment opportunities in the public and private sectors.
- Providing linkages with regard to home ownership for the participants.

In addition, one of the major functions of the PCC is to determine what resources are needed and available in the community that can be mobilized to service FSS participants. As new providers are recruited by the Housing Agency and the PCC, additional families may be served.

The Family Investment Center (FIC), located at the Laurelwood Family Housing Development, is one of the focal points of IHA’s Family Self-Sufficiency Program for Public Housing residents. The primary objectives of the Family Investment Center are to provide the support and resources needed by public housing and housing choice voucher families to successfully complete all aspects of their FSS Action Plan (s), to obtain jobs and move to economic self-sufficiency. IHA has assembled a service team of local service providers who have located staff and program resources at the FIC. In addition, linkages have and will continue to be established with many other local initiatives, which share similar goals.

The Indianapolis Housing Agency enjoys cooperative relationships with a variety of agencies and has been able to enlist commitments from a number of the major providers of services to low-income families as well as those currently on public assistance. Support from such service providers is essential if IHA is to assist FSS families meet their goals.

### **19.3 Family Demographics**

The Indianapolis Housing Agency’s Family Self-Sufficiency Program is designed to increase the availability for those most in need of subsidized housing by assisting families already receiving housing assistance in making the transition back into the private housing market. FSS seeks to accomplish this by providing the opportunity for low-income families to achieve their goals of economic and

social independence through employment and home ownership or some other non-subsidized living arrangement. To accomplish these objectives, the families' eligible for consideration for FSS must live in either public or subsidized housing. The head of household in the target population for IHA's Family Self-Sufficiency Program will be 90% female and 10% male. The following breakdown of IHA's target population is by race and ethnicity.

#### **19.4 Analysis of Required Supportive Services**

To identify the ever changing needs of IHA's potential FSS families, the Indianapolis Housing Agency periodically sends survey letters to all Housing Choice Voucher participants and conducts needs assessment with public housing residents in each of the agency's housing developments. Housing Choice Voucher families are asked to answer questions soliciting information about why they are interested in the program and what supportive services they feel are needed.

#### **19.5 Estimate of Participating Families**

IHA provides supportive services to 577 families, with an initial breakdown of 497 Housing Choice Voucher participants, and 80 public housing families. This figure is based upon available resources including Housing Choice Voucher Administrative fees, ROSS grant, EDSS grant, HOPEVI program, federal operating reserves as well as the scope of supportive services needed to assist potential FSS families that have already been secured.

Based upon the results of survey letters sent to all eligible Housing Choice Voucher families and the needs assessments conducted with public housing residents, IHA will continue to expand its base of services and agency involvement to service additional families who have other identified needs.

##### **Program Size**

Because of staff reductions our mandatory program size of 831 has been reduced. IHA will continue to review and work toward the Quality Housing and Work Responsibility Act of 1998 Relative to future program size and any modifications will be approved by the Board of Commissioners and sent to HUD for approval.

##### **Eligible Families from other Self-Sufficiency Programs**

FSS recruitment efforts will be directed towards Housing Choice Voucher residents, Public Housing Residents, FIC participants and HOPE VI participants.

## **19.6 FSS Family Selection Procedures**

### **Program Requirements**

FSS is a voluntary program for Housing Choice Voucher and Public Housing residents. FSS is aggressive in their recruitment efforts, such as, attending Housing Choice Voucher briefings and having participants sign a pre-application with follow-up at the time the Request for Lease Approval is returned and signature on the Contract of Participation at time of lease up. Public Housing residents and FIC participants sign a Contract of Agreement when the resident makes contact with FSS. HOPE VI participants sign a Contract of Agreement upon lease up.

- Participants must complete an Individual Training and Services Plan (ITSP) and agree to fulfill all requirements of the family needs assessment in any areas identified.
- It is beneficial for the head of household to have an eighth grade reading level and be ready to complete high school, Technical Course or GED requirements.
- Participants should agree to sign authorizations for release of children's school records and agree to services in any areas identified.
- All family members over 18 should be willing to participate in educational and employment assessments.
- Participants shall demonstrate commitment by keeping all scheduled appointments, such as the 90-day case reassessment in Public Housing and the annual recertification for the Housing Choice Voucher Program.
- Head of household must be a tenant in good standing according to the terms of their housing program regulations and/or lease.
- Adult public housing residents must participate for at least 8 hours per month in community service or economic self-sufficiency program.

## **19.7 Application Process**

Families in the FSS Program are asked to complete an FSS Application Form, which indicates their interest in providing household information necessary to initiate consideration. This form also acts as a release of information document so that staff may initiate discussions with other needs-based programs regarding benefits the family may be receiving or be eligible for under the new program.

The FSS Application also permits FSS staff to review the family's tenant folder in order to complete the Contract of Participation. An FSS Case Manager is assigned to the applicant at this time.

Once a family has submitted the Application, staff reviews all available information concerning family composition, income, service needs and other relevant factors. The case manager, in conjunction with the family, begins to complete the Individual Training and Services Plan and the family specific Contract of Participation. At this stage, the adult members may also participate in educational testing and job skills identification exercises to assess the employability level of the designated head of household, individual service needs of each family member and what services and agencies, if any, will be needed by the family.

The completion of the Contract of Participation and Individual Training and Services Plan are finalized with the approval of the Program Coordinator. Upon approval, the case manager and FSS participant discuss the final goals and the Contract is signed.

If all available slots are filled before the list of families interested is exhausted, those remaining will be placed on a wait list and will be offered a slot if a participating family leaves the program or, if IHA determines it has the capacity to increase program size. Family selection from the wait list shall be accomplished (1) through the use of a lottery system; (2) based upon the length of time the family has resided in public housing; or, (3) date the family expressed an interest in the FSS program.

IHA believes that motivation of families is key to ensuring the participant family is interested in the FSS program. A family must attend an FSS orientation or briefing as well as pre-selection interviews and submit to a home visit. By requiring the family to complete certain tasks, such as the FSS application and family assessment, IHA is providing an opportunity to measure the family's willingness to undertake the obligations, which will be required under the Contract of Participation. *It is important to note that the families based upon their educational level and disabilities, if applicable must accomplish all motivational tasks given to FSS families.* As an example, a requirement that a participant write a paragraph indicating willingness to join the program should not become an obstacle if the individual does not have the ability to complete this task. Instead, the participant should be given the opportunity to tell you orally why he/she is interested in the FSS program. *Reasonable accommodations must be made for individuals with mobility, manual, sensory, speech impairments, mental or developmental disabilities.*

Prohibited motivational screening factors include the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors

such as sensory of manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or non-minority groups.

*In all cases, IHA will be cognizant to ensure FSS selection is accomplished without regard to race, color, religion, sex, handicap, familial status or national origin.*

## **19.8 Incentives to Encourage Participation**

- Developing a comprehensive incentive plan is key to selling the benefits of FSS to housing assisted families during recruitment efforts. As a result, IHA has integrated the following incentives:
- Assignment of a FSS Case manager that will oversee the family's progress towards successfully completing the program. *Intensive case management is the single most important element of a successful self-sufficiency program.*
- Establishment of participant escrow accounts so that families can save money for homeownership, further education or other specified purposes. Funds from the escrow account are normally disbursed to the family upon completion of the Contract of Participation.
- Priority placement in other IHA funded supportive service programs such as those provided by the Family Investment Center.
- Access to a wide range of supportive services such as the computer lab, adult education and training, jobs database and family health programs.
- Customized needs assessments and skills aptitude assessments so that family members can develop realistic, attainable employment goals.
- Intensive support and counseling in job readiness, search and initial employment phases. Ongoing activities include resume development, interviewing skills, time management and other skills identified as necessary for the individual participant to secure employment.
- Priority in WIA funded programs.
- Monthly public relations/media stories shall be used to give the program a positive identity for participants.
- Other incentives will continue to be identified and added to IHA's Family Self-Sufficiency Program.

## **19.9 Outreach Efforts**

Program outreach and recruitment is an ongoing component on FSS and is conducted in the following manner. All eligible families living in public or assisted housing are informed of the FSS program through media campaigns, information presented at Resident Organization meetings, newsletters, direct mailings and homeownership enrollments. Every attempt will be made to ensure that all families, regardless of race, color, religion, sex, handicap, familial status or national origin, within the targeted universe are aware of the program and have

the opportunity to participate. After exhausting the list of existing Housing Choice Voucher participants and public housing residents, IHA intends to notify applicants on the wait lists that are near receiving their housing subsidy.

FSS staff, in conjunction with the Office of Resident Relations, conducts FSS informational meetings on a regular basis to current, future and prospective Public housing residents and Housing Choice Voucher participants as well as attending Housing Choice Voucher briefing sessions for new program participants. Residents are also able to schedule individual meetings with FSS staff to answer family specific questions. During the informational meetings, potential applicants are informed of program incentives and requirements. Staff tries to interest and motivate residents about FSS by emphasizing the connection between recent changes in federal and state welfare rules and the potential benefits of FSS participation including escrow savings and individual family support services.

The informational meetings give families an insight into the program and applications are available for potential applicants at the meetings. FSS staff also encourages families to participate in educational, job training and employment opportunities being offered regardless of their status in the FSS program.

One of the most successful methods of FSS recruitment into the self-sufficiency program occurs through peer networking/counseling. As families begin to reap the benefits of FSS, they share their experiences with other resident, which increases the credibility of the program. In other words, a successful FSS program also sells itself.

## **19.10 FSS Activities and Supportive Services**

### **Program Structure**

It is the expressed purposes of the Family Self-Sufficiency Program to assist low-income families achieve the American dream of true upward mobility. The application needs assessment and selection steps previously detailed are designed to ensure that each FSS participant has a solid, achievable plan for economic self-sufficiency backed by appropriate supportive services. The FSS Program seeks to accomplish this through two different levels of assistance to each family who participates in the program. The first of those levels (Remediation Stage), seeks to address barriers to successful achievement resulting from educational and/training deficiencies. The second level (Transitional Stage), seeks to build upon the first level by providing opportunities for financial and investment counseling, homeownership and budgeting seminars, minor repair and maintenance training and other experiences which enhance their probability of success once they have made the transition. It should be noted the Welfare Reform legislation, which established timelines for Temporary Assistance for Needy Families (TANF) to receiving TANF benefits.

## A. Remediation Stage

The first phase of FSS is characterized as the Remediation Stage during which time an Individual Training and Service Plan (ITSP) is established for each adult member of the household. This phase may last up to two years (this stage may be extended provided IHA finds good cause exists for granting such extension). This extension ensures that each participant is ready to move on to the Transitional Stage. No participant should fail due to lack of time allowed in the early stages of their educational/training plan. During this extension period, all members of the household work towards completing the Individual Training and Service Plan. These commitments, plus those of the Indianapolis Housing Agency to the family, will be finalized as part of the ITSP between the family and the Authority. The provisions of the Individual Training and Services Plan are as follows:

- Commitments by IHA to make available the resources and services described in the Individual Training and Services Plan.
- Agreement by the family to participate in the programs and activities prescribed by the ITSP.
- A statement indicating the participant's rights to request an extension of the Remediation Stage provided that IHA finds that good cause exists for granting the extension.
- A termination statement indicating that failure to complete the commitments in the ITSP will cause the family to be terminated from the FSS program at the end of the Remediation Stage.

In order to assist the family in identifying and overcoming the barriers to re-entry into labor and private housing markets, diagnostic and employability analyses is undertaken during the waiting period and prior to formal participation in the program. The Individual Training and Services Plan is developed by the program staff, in conjunction with the head of household, prior to formal program participation. This plan serves as a contract between the program and the family regarding each party's responsibilities and understandings regarding the implementation of the plan and is attached as an Exhibit to the Contract of Participation at the start of the program. The Individual Training and Services Plan may be modified at any time by written agreement of all parties.

During the Remediation Stage, program staff, in conjunction with staff from other needs-based or state and federally funded programs (IPIC, Workforce Development, and Goodwill), work with the family to implement the plan. Activities to assist the family might include:

- Remedial education and literacy classes
- High school completion or equivalency
- Job training and preparation
- Pre-employment/personality development

- Health/dental
- Child care
- Transportation
- Life management skills
- Substance abuse treatment and counseling
- Family services
- Homemaking skills and parenting
- Money management
- Investment counseling

The Remediation Stage is included to provide an opportunity for families to receive the kinds of services, education and training which will move them from a marginal employment situation to one in which there is an opportunity for career advancement. Some families have genuine ambition but have been kept from obtaining an education or job training experience due to circumstances beyond their control. Some families may need minimal assistance and will be ready to enter the Transitional Stage within only a brief time after entry into the program and placement in the Remediation Stage.

## **B. Transitional Stage**

At the end of the Remediation Stage, the family undergoes a reassessment and counseling to determine the probabilities of successful completion of the Transitional Stage. The family then signs a Contract Addendum spelling out the conditions under this next phase, including:

- A five-year limitation on participation in the program, unless an extension has been granted from IHA, and their residency in assisted housing;
- A description of the manner in which rental payments will be calculated and the accumulations under an escrow savings account, as well as a description of the escrow savings account and the participant's access to such account at the end of the program consistent with 24 CFR 984.305 (please note, it is possible for families in the Remediation Stage to be employed and earning escrow savings as well);
- The participant's and IHA's obligations during the Transitional Stage; and,
- The conditions under which a family or person (Housing Choice Voucher and public housing), may terminate or be terminated from the FSS program.

The contract with the family ends if the family has completed their obligations under the Contract of Participation, including the requirement of each Individual Training and Services Plan and the condition that the head of each FSS family has obtained and maintained suitable employment and, for each participating FSS family that is a recipient of welfare assistance, a certification that they have been independent from such assistance at least one year before the expiration date of the term of the contract.

The Transitional Stage is designed to permit the family time to accumulate sufficient savings so that it will be able to either make a substantial down payment on a home or, otherwise, prepare for long term housing in the private rental market. During this stage, the program staff continues to provide counseling and supportive services to ensure participant success once they leave the program. This stage covers a period not to exceed five (5) years (unless an extension is granted under the terms explained under the Contract of Participation), during which time the following will occur:

1. The head of household and/or adult family members will be expected to be engaged in full-time employment over the life of the contract. If unemployed at any time during the terms of the FSS Contract, the head of household should be expected to meet with IHA's Economic Development Coordinator.
2. Counseling and assistance in home ownership, money management, work habits, employee-employer relations, and other areas of problem solving will be provided families at monthly workshops or through individual counseling sessions, if necessary. Assistance will include further job training in more technical areas to improve employability and longevity on the job through training programs.
3. FSS Housing Choice Voucher families pay rent to the owners in accordance with the normal procedures and IHA's housing assistance funds, paid by HUD, will be utilized for the FSS escrow deposit.
  - a. During the term of the FSS Contract of Participation, IHA calculates the escrow amount for each family using HUD's escrow credit worksheet. The amount of the escrow varies depending upon the income of the family and is only initiated when earned income increases after execution of the Contract of Participation.
  - b. "Escrow savings account" credits reflect the difference between earned income at the beginning of the Contract of Participation and any increase in earned income after this date. Assume that as of the effective date of the Contract, the total tenant payment is \$50, the contract rent to the owner is \$500, and the IHA housing assistance payment is \$450. One year later, the total tenant payment is \$150 (increase attributable to higher earned income), and the contract rent remains at \$500. In this case, the family pays the owner the \$150, IHA's housing assistance payment is still \$450, however, \$350 to the landlord and the monthly credit to the FSS escrow account is \$100.
4. If a family member becomes temporarily disabled or ill which results in a loss of income during the Transitional Stage, or if a family member loses his or her job as a result of general layoffs or plant closings or other reasons beyond the control of the individual, the

Contract of Participation may be extended up to two years to reflect these circumstances beyond the family's control. However, if the disability is permanent, the family may be transferred back into a conventional housing program.

5. If a Housing Choice Voucher family decides that it does not wish to honor the terms of the Contract of Participation and drops out of the FSS program for reasons other than disability or if the family is terminated from the program for good cause as specified in the Contract, the escrow account will not be refunded and will be used to defray the costs of the program. In the case of a public housing resident, the amount of escrow will be returned to IHA as rent payment.
6. Participating FSS families may request an Informal Hearing be held by IHA to consider whether the Housing Agency's decision to terminate supportive services and/or Section 8/public housing assistance as spelled out in the Contract of Participation is in accordance with the law, HUD regulations and any IHA administrative policies specified in the approved Housing Choice Voucher Program Administrative Plan. The hearing will be conducted by any person designated by IHA's Executive Director, other than the person, or a subordinate of such person, who made or approved the termination decision.
7. It is anticipated that the PCC, in conjunction with local financial institutions and the Indianapolis Housing Agency, will advocate with local government the availability of low-interest loans for persons to purchase homes in the private market, and will also advocate for the provisions incentives to ensure the availability of moderately priced housing in the private market.

### **19.11 Activities and Supportive Services**

As previously stated, IHA will coordinate FSS with their Family Investment Center (FIC) facility, located at the Laurelwood Housing Community. Public housing residents as well as IHA's Housing Choice Voucher program participants, will be encouraged to utilize the Center where they are able to obtain comprehensive "one stop" services related to job readiness, job training, job placement and general family development services including the Computer Learning Center's program activities. Families who come into the FIC will work with a Family Self-Sufficiency Case Manager to develop a family needs assessment; designed to address family development needs, promote economic self-sufficiency and link residents to existing job training and placement opportunities. All IHA families will be encouraged to utilize the Center and join the FSS program and sign a Contract of Participation. It is preferable that FSS Case Managers handle a maximum caseload of 40-50 families. Using a combination of funding sources including Housing Choice Voucher Administrative fees, operating reserves and

federal grants such as PHDEP, Family Investment Center Program and HOPE VI families will receive intensive FSS support each year from IHA.

To complement FSS services provided by Indianapolis Housing Agency staff, IHA relies on a number of cooperative relationships with a variety of agencies experienced with providing services to low-income families. Support from such private and public agencies is essential if IHA is to assist FSS families reach their goals. The FSS program has solicited support from federal, state and local governmental agencies and human service organizations in the greater Indianapolis area. The following is a sample of programs available to FSS families:

**Community Outreach:** Community organizing, resident orientation, technical assistance and organizational support to resident councils.

**Family Support Services/Economic Development Programs:** Family support programs, counseling, adult education, employment and training programs, Adult Basic Education (ABE), childcare, transportation, employment opportunities and homeownership activities.

**Youth Development:** Child care, on-site educational and recreational programs, teen peer leadership focusing on health issues, after-school health programs, adolescent health education programs, parenting classes, teen pregnancy prevention programs, adolescent violence prevention, youth job training and education, group and individual therapy, summer youth employment opportunities.

**Drug Prevention, Education and Treatment:** Community organizing, outreach and counseling programs, off-site intervention and treatment programs, substance abuse prevention training and family support services.

Recognizing the critical importance of computer literacy, the FIC facility includes a computer center, which has up-to-date personal computers and printers and a range of training software.

Major commitments for support have been received from Goodwill, INHP, and Workforce Development. These are the primary regional employment and training oversight agencies for the greater Indianapolis area administering WIA funds and a wide range of employment, training and job readiness initiatives including an extensive effort to support public assistance recipients move off welfare and into well-paying jobs. Workforce Development recognizes that IHA residents are a primary target population for welfare-to-work programs and intends to actively coordinate its planning efforts so that IHA's resident population needs and issues are carefully considered. Therefore, INET and IHA are focusing on TANF recipients in public housing and Housing Choice Voucher families.

### **Services to be provided by Service Providers are:**

- **Workforce Development** - Provides training and employment
- **INHP** - Provides assessment, homeownership training and qualification for a mortgage loan
- **Goodwill** - Provides case management, assessment, pre-employment instruction (1st Step), vocational skills training, ABE/GED preparation, job seeking instruction, placement assistance, and retention services. Placement with WIA programs.
- **Habitat for Humanity** - Provide new and renovated houses.
- **Training Inc.** - Office skills training and life skills education
- **Family Loan Program** - Auto loans, auto repair loans, & 1st month rent and security deposit loans
- **Westside Community Ministries Inc.** - Provide computer training, adult education, survival skills for women, assists with temporary housing, day care, after school enrichment programs.

### **19.12 Method for Identification of Family Support Needs**

There are several methods that are used to assist FSS staff identify the social service needs of the participants as well as deliver those services and activities to the families. First, the Housing Agency sends survey letters to all Housing Choice Voucher participants and conducts needs assessments in all public housing communities. The Housing Choice Voucher families are asked to answer soliciting information about why they are interested in the program and what supportive services they feel are needed. Based upon the results of the survey letter and the needs assessment, IHA expands its base of services and agency involvement. As previously discussed under **Outreach Efforts**, IHA also actively recruits for the program through a media campaign, information presented at Resident Organization meetings, newsletters and direct mailings. Additional information will be gathered during the completion of the FSS Application Form as well as during the testing that occurs when staff and potential FSS families complete assessment tools that are used to determine family goals as well as barriers to achieving self-sufficiency. Identification of initial family needs are identified in the Individual Training and Service Plan, which is incorporated in the Contract of Participation. Finally, FSS staff and the Program Coordinating Committee continue to gain an understanding of family needs as the program grows and they see firsthand how each family has specific issues that must be addressed.

The delivery of services by IHA determines the success of the self-sufficiency program efforts. To accomplish this, IHA established an Office of Resident Relations that reports to the Executive Director of the Housing Agency. The agency's self-sufficiency program is administered by the FSS Program Coordinator, four (4) FSS Case Managers, one Recruiter, HOPE VI Representative, and an Economic Development Coordinator. It is the

responsibility of the above staff to insure that services, which are committed by IHA, are available and delivered. Staff is responsible for identifying and assessing family skills and needs, utilizing interviews and written assessment tools. They develop the Individual Training and Services Plan (ITSP) and the Contract of Participation. Outside agencies such as Goodwill, INET and INHP may also provide assessment, development of the ITSP and case management services. The Case Managers maintain regular contact with their FSS families, which help build trust between the participants and the Housing Agency.

The FSS Program Coordinator executes the contract after receiving the assessment and ITSP from the family's caseworker. The Coordinator provides periodic monitoring and tracking of each FSS family. FSS staff provides ongoing monitoring and support to families in meeting their goals and advocate for services as needed. In addition, a 30-day initial case review up to 120 days case review system has been established to insure families are on track and meeting their obligations. FSS Case Managers maintain a working relationship with the service providers and take appropriate action if service delivery is not appropriate. They update and revise the service provider network if they are not meeting the needs of the FSS families. IHA utilizes both internal, including FSS participants and external resources to monitor program effectiveness.

Housing Choice Voucher Program for Section 8 has the responsibility for administering the Family Self-Sufficiency Program; the Program Coordinating Committee (PCC) provides technical support of the program and the network of providers that has been assembled. The Program Coordinating Committee (PCC) links the services in a coordinated manner in conjunction with the changing federal and State "Welfare to Work" legislation.

### **19.13 Program Termination; Withholding of Services; and Available Grievance Procedures**

The Contract of Participation may be terminated before the expiration of the term by any of the following:

- Housing Choice Voucher assistance is terminated.
- When IHA determines that the head of household or other participating family member has failed to fulfill the terms of the Contract of Participation, including compliance with the public housing lease or the Housing Choice Voucher lease, and any extension thereof.
- Failure of a Housing Choice Voucher family to comply with the contract requirements because the family has moved outside the jurisdiction of IHA.
- Withdrawal of the family from the FSS program.
- Mutual consent of both parties.

- By such other act as is deemed inconsistent with the purpose of the FSS program.
- By operation of law.

The FSS Contract of Participation provides that the family must comply with the assisted lease. Therefore, noncompliance with the Public Housing dwelling lease is grounds for termination. In the Housing Choice Voucher program serious and repeated violations of the lease are grounds for termination of assistance in the certification and voucher programs. Therefore, serious and repeated violations of the lease would be grounds for termination of the FSS contract as well as termination of housing assistance.

The Family Self-Sufficiency Program is geared to insuring that each participant realize their goals of economic independence and self-sufficiency and every effort will be made by the staff and Program Coordinating Committee to in power participants to reach self-sufficiency. As a result, the PCC has established the policy that ***“the option of withholding supportive services for contract violations will not be considered”*** since this may in fact compound family issues and further prevent the family from complying with their program requirements. If, however, the tenant continues on-compliant behavior, the staff may recommend termination from the program.

The decision to terminate a Housing Choice Voucher family from their housing assistance will be made by the Housing Choice Voucher Director in accordance with that program’s regulations. It is important to note that the Housing Choice Voucher Program is not required to terminate Housing Choice Voucher assistance as a result of removal from the FSS program. IHA may also temporarily suspend participation in the program to allow the family time to become compliant.

If IHA staff decide to terminate a families participation in the FSS program or Housing Choice Voucher assistance because the family has failed to comply with it’s FSS Contract of Participation, the Housing Agency will offer the family an Informal Hearing. The Informal Hearing allows the family the opportunity to consider whether the decision to terminate was done in compliance with FSS program rules as well as in accordance with any appropriate laws, HUD regulations or IHA’s approved or Housing Choice Voucher Administrative Plan. The Hearing will be conducted by any person or persons designated by IHA, other than a person who made or approved the termination decision or subordinate of such person.

### **19.13.1 Non-participating Families**

Families in targeted Public Housing programs, such as: Hope VI can be terminated if they refuse to participate in the FSS program. The Housing

Choice Voucher Program can terminate housing assistance to families with a signed COP for not working on their goals.

#### **19.14 Timetable for Program Implementation**

IHA's Family Self-Sufficiency Program began within 12 months of HUD's initial approval of the FY' 93 FSS Incentive Award for Housing Choice Voucher units. Within this time frame, IHA hired an FSS Coordinator, who began outreach, participant selection and enrollment activities.

Indianapolis Housing Agency has completed enrollment of the total number of families required to be served under the FSS minimum program size of 1,082 and began delivery of supportive services within two years from the date of notification of approval of the application for new public units for a public housing FSS program or for new rental vouchers under the Housing Choice Voucher Program.

#### **19.15 Certification of Coordination**

The Family Self-Sufficiency Program operates under the direction of the Indianapolis Housing Agency's Office of Resident Relations, which helps to insure close coordination and effective utilization of services.

The Indianapolis Housing Agency certifies that the development of the services and activities under the Family Self-Sufficiency Program has been coordinated with the Job Opportunities and Basic Skills (JOBS) Training Program under Part F of Title IV of the Social Security Act; the programs provided under the Job Training Partnership Act (JTPA); Workforce Investment Act (WIA) and any other relevant employment, child care, transportation, training and education programs in the greater Indianapolis area. IHA further certifies that implementation will continue to be coordinated in order to avoid duplication of services and activities.

#### **19.16 Record Keeping and Program Evaluation**

The key to determining whether the concepts and philosophies underlying the Family Self-Sufficiency Program outlined in this Action Plan are accurate and the program effective is found in the design of the project and the record keeping which will take place. The Indianapolis Housing Agency's intent is to insure that adequate baseline and process information will be available through which the program can be monitored and evaluated by the Family Self-Sufficiency Coordinator and others as approved by the Executive Director.

## **19.17 Affirmatively Furthering Fair Housing**

Affirmatively Furthering Fair Housing:

The Indianapolis Housing Agency (IHA) is committed to establishing a Family Self Sufficiency (FSS) Program that affirmatively furthers fair housing. The steps that IHA will follow will include but may not be limited to:

1. Advertising widely in the community for FSS Coordinator Position(s) that become available, pursuant to IHA's Equal Opportunity employment practices.
2. Marketing the program to all eligible persons, including persons with disabilities and persons with limited English proficiency, pursuant to HCV Administrative Plan Section 19.9.
3. Continuing to ensure that IHA's buildings and communications that facilitate applications and service delivery are accessible to persons with disabilities, that IHA office are accessible to persons with disabilities; and that the IHA has a Spanish language interpreter on staff and works with community organizations offering other means of interpretation services.
4. Providing fair housing counseling services or referrals to fair housing agencies. The IHA offers fair housing counseling to all FSS clients in the HCV Briefings, case management, and all referrals for self-sufficiency assistance.
5. Informing participants of how to file a fair housing complaint, including providing the toll-free number for the Housing Discrimination Hotline. IHA provides a fair housing hand-out to all FSS clients, advising them on how to file a fair housing complaint.
6. Having the goals of homeownership and housing mobility, IHA recruits landlords and service providers in areas that expand housing choice to program participants. (See Section 4.2 of Administrative Plan for further detail)

All of these efforts have historically been tracked by IHA's internal software system. The systems must track participants by name, race, ethnicity, familial status, and disability status to ensure that IHA can accurately analyze and report the impact of its efforts and outcomes in relation to each group.

## **Section 20**

### **Project Based Vouchers**

Project-based vouchers for existing units are a component of the Indianapolis Housing Agency's Housing Choice Voucher Program. Initially, the Indianapolis Housing Agency will make 20% of its baseline vouchers available for assistance to specific existing housing units if the owner agrees to set-aside a portion of the units in an existing development specifically for tenants who meet the income limits and other requirements of the Indianapolis Housing Agency's Housing Choice Voucher Program.

Families may apply directly at the approved Project Base sites for available units. Owners select families for occupancy of a particular unit after screening each family the family must then be referred to and approved by the IHA. Each month, the Indianapolis Housing Agency pays the owner the difference between 30 percent of adjusted family income and the gross rent of the unit.

Under the project-based voucher program for existing units, the IHA enters into an assistance contract with the owner for specified units and for a specified term. The IHA and the owner execute an agreement to enter into housing assistance payments (HAP) contract for up to a ten-year term that is dependent on availability of funding under the IHA's ACC with HUD. The HAP contract establishes the initial rents and describes the responsibility of the PHA and the owner. Rents are set based upon market comparable units and may not exceed 110% of the published existing housing fair market rents. In addition, the HAP contract establishes the minimum housing quality standards that all units must meet before assistance can be paid on behalf of a family. These standards must be maintained throughout the term of the assisted tenancy.

The IHA will project-base vouchers for an existing property only if the contract is consistent with the IHA's goal of de-concentrating poverty and expanding housing and economic opportunity. The IHA requires all new contracts to the project-based voucher assistance program be for units in census tracts with poverty rate and minority concentration of less than 20 percent.

#### **Specific Participation Requirements**

1. To be considered for participation, at a minimum, the applicant must meet threshold requirements. The IHA will evaluate and rate all applications for assistance that meet the threshold requirements and rating factors for award described in the Application for Section 8 Project-Based participation for existing housing. Threshold requirements for participation are:
  - Proven Ownership of proposed property.
  - Certification of previous compliance with Fair Housing and Civil Rights Laws; and
  - Certification that the applicant has not been deemed ineligible for participation in Federal and IHA programs.

- Property must be located in a census tract with a poverty and minority concentration rate of less than 20 percent.

Applications that meet threshold criteria will be further rated based on proven management experience, property maintenance expertise, financial responsibility, and condition of property.

2. Investment of funds in property—The IHA will project-base voucher assistance without any requirement that the owner invest other funds in the property.
3. Income Mix—No more than 25 percent of the units in a building may receive project-based voucher assistance. Single-family dwellings are exempt from the 25 percent limit. A building with up to four units is considered a single-family dwelling.
4. Resident Choice and continued assistance—Families occupying units with project-based voucher assistance have the right to move after one year with tenant-based voucher assistance, a family that is referred to IHA from the owners' site based must replace it. This will ensure that the specified number of subsidies continue to be used at the development throughout the term of the IHA's contract with the owner.
5. All selected approved applicants (owners) must sign a Project Base HAP Contract (for HUD 52530A or 52530B).
6. Contract Term and extension—The IHA has the discretion to set the initial contract term for any period of time up to a maximum of ten years, subject to the availability for adequate annual appropriations. The initial contract may be extended for the period that the IHA considers appropriate to achieve long-term affordability or to expand housing opportunities. At the IHA's option, the initial contract may bind the owner to accept extensions offered by IHA.
7. HQS and Inspections –Each unit identified to receive project-based assistance must pass an HQS inspection before a HAP contract can be signed, project based voucher contracts are subject to the same annual inspection requirements as regular vouchers, except that the IHA is permitted to develop a streamlined inspection system for the development rather than inspecting each unit each year.
8. Rent - The IHA's contract with the owner sets the rent for each unit with project-based assistance. The amount of the rent may not exceed the lower of the applicable minimum level, as explained below, or the "reasonable" rent in light of the rents charged for comparable unassisted units in the area. The applicable maximum is the maximum voucher payment standard which is 100 percent of the HUD-determined fair market rent (FMR). Up to this maximum, the rent for a unit is allowed as long as the rent is reasonable.

9. Rent Increases - Rent increases during the term of the contract may be approved by the IHA so long as the increased rents do not exceed the above rent limits and are reasonable. HUD's annual adjustment factor does not apply.
10. Family Share of the Rent – Families with project-based vouchers pay a flat 30 percent of their adjusted income for rent and utilities.
11. Wait- List –The individual project base sites maintain their wait lists for project based voucher assistance. Owners are responsible for selection of tenants for units assisted with project-based vouchers from among the families on their wait list. No family is required to accept project-based assistance. Families that reject an offer of project-based assistance or are rejected by the owner and are on the tenant-based list retain their place on that list.
12. Targeting—Tenant-based voucher eligibility and targeting rules apply to project-based assistance for existing housing. This means that the income of families selected for project-based voucher units is considered in determine whether the IHA has complied with the requirement that at least 75 percent of the new admissions to the voucher program each year must have incomes at or below 30 percent of the area median income.
13. Vacancy Payments—As an incentive for owners to enter into project-based contracts, the IHA will offer vacancy payments to owners. Vacancy payments are limited to 60 days. However, the IHA and owners must seek to reduce the need for vacancy payments, and such payments will not be made if the vacancy is the fault of the owner (e.g. the unit does not pass re-inspection or IHA refers at least three families to the owner, but the owner refused to select any of them). The IHA has discretion to reduce the number of units under a project-based voucher contract if no family accepts a unit within 120 calendar days of the owner's notice to the IHA of the vacancy. The IHA will then reissue the subsidy as a tenant-based voucher.
14. Location—The IHA will issue project-based vouchers for a property only if the contract is consistent with the goal of de-concentrating poverty and expanding housing and economic opportunities. The IHA requires that all new contracts to project-based voucher assistance must be for units in census tracts with poverty rate and minority concentration of less than 20 percent.

## **Section 21**

### **Section 8 Home Ownership**

The Indianapolis Housing Agency (IHA) wishes to provide opportunities for individuals and families to become more economically empowered and secure through building family stability and wealth with homeownership options. Long viewed as one of the best ways for American families to create and pass on wealth, homeownership also offers many other valuable advantages. Recent studies have revealed, for example, that positive outcomes for children are dramatically increased through the stability of living in a family-owned home.

In offering the Section 8 Housing Choice Voucher Homeownership Option, we seek to extend these and other benefits to the families that we serve through the IHA Housing Choice Voucher Program.

The Indianapolis Housing Agency (IHA) will offer the homeownership option to all participants who meet the following eligibility requirements:

- The participant family is currently enrolled in the Family Self-Sufficiency (FSS) Program and in compliance with the FSS contract; or
- The participant family is a graduate of the IHA Family Self-Sufficiency (FSS) Program (or other Housing Authority's FSS Program, approved by IHA)

The Indianapolis Housing Agency will not offer the Section 8 Homeownership option to applicant families who are not currently participating in the Section 8 program.

The Indianapolis Housing Agency will provide homeownership program opportunities to as many qualified Section 8 families that funding and resources allow.

#### **21.1 Initial Homeownership Program Eligibility Requirements [24 CFR 982.627]**

The family must meet all of the requirements listed below before the commencement of homeownership assistance.

The family must be eligible for the Housing Choice Voucher program.

The family must qualify as a first-time homeowner, or may be a co-operative member.

The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000 hours, based on the income of adult family members who will own the home. Unless the family is elderly or disabled, in which case the minimum income is equal to the amount of a monthly SSI payment for a single person

without dependents, multiplied by 12. Unless elderly or disabled, income from welfare assistance will not be counted toward this requirement.

The family must meet the Federal minimum employment requirement.

At least one adult family member who will own the home must be currently employed full time and must have been continuously employed for one year prior to homeownership assistance.

HUD regulations define “full time employment” as not less than an average of 30 hours per week.

A family member will be considered to have been continuously employed even if that family member has experienced a gap in employment, provided that the gap in employment:

1. Did not exceed 30 calendar days; and
2. The gap in employment did not occur within the 3 month period immediately prior to the family’s request to utilize the homeownership option; and
3. There has been no more than one (1) gap in employment within the past 12 calendar months.

The Federal minimum employment requirement does not apply to elderly or disabled families.

Any family member who has previously defaulted on a mortgage obtained through the homeownership option is barred from receiving future homeownership assistance.

The Indianapolis Housing Agency will impose the following additional initial requirements:

- The family may not owe money to the Indianapolis Housing Agency or any other Housing Authority.
- The family may not have committed any serious or repeated violations of a PHA-assisted lease within the past 12-month period.

## **21.2 Homeownership Counseling Requirements [24 CFR 982.630]**

When the family has been determined eligible, they must attend and complete homeownership counseling sessions. Families will have the option of attending homeownership counseling, at their own expense, through approved not-for-profit organizations.

The following topics will be included in the homeownership counseling sessions:

- Responsible homeownership
- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to find homes in such areas;
- Information about Real Estate Settlement Procedures Act (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions

### **21.3 Eligible Units [24 CFR 982.628]**

The unit must meet all of the following requirements:

The unit must meet HUD's "Eligible Housing" requirements. The unit may not be any of the following:

1. A public housing or Indian housing unit;
2. A unit receiving Section 8 project-based assistance;
3. A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
4. A college or other school dormitory;
5. On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.

There must be a unit already existing or under construction at the time the family signs the contract of sale to purchase the home.

The unit is a one-unit property, duplex, town/row house or a single dwelling unit in a cooperative or condominium. A home in a planned use development, a loft or live/work unit, or a manufactured home to be situated on a privately owned lot or a leased pad in a mobile home park.

The unit has been inspected by the Indianapolis Housing Agency and by a qualified independent inspector designated by the family. The American Society of Home Inspectors (ASHI) or the National Association of Home Inspectors (NAHI) must certify the independent inspector to conduct home inspections.

The unit meets HUD's Housing Quality Standards and all requirements defined in this Administrative Plan.

The Indianapolis Housing Agency will not approve the seller of the unit if it has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

#### **21.4 PHA Search and Purchase Requirements [24 CFR 982.629]**

The Section 8 rental assistance will continue under the terms of the participant's rental agreement until a home is found to purchase. As required by HUD, the Indianapolis Housing Agency has established the maximum time that will be allowed for a family to locate and purchase a home. The family's deadline date for locating a home to purchase will be 180 calendar days from the date the family's eligibility for a home loan is approved. The family must purchase the home within 90 calendar days of locating a home to purchase.

These time limits do not apply to disabled or elderly participants.

#### **21.5 Inspection and Contract [24 CFR 982.631]**

The unit must meet Housing Quality Standards, and must also be inspected by an independent professional inspector selected and paid by the family.

The independent inspection must cover major building systems and components. The inspector must be qualified to identify physical defects and report on property conditions, including major building systems and components. These systems and components include, but are not limited to:

- Foundation and structure;
- Housing interior and exterior;
- Roofing;
- Plumbing, electrical and heating systems.

The independent inspector must not be an Indianapolis Housing Agency employee or contractor. The Indianapolis Housing Agency will not require the family to use an independent inspector selected by the Indianapolis Housing Agency. The Indianapolis Housing Agency requires that the inspector is a member of the American Society of Home Inspectors (ASHI) or National Association of Home Inspectors (NAHI) certified to conduct residential home inspections.

Copies of the independent inspection report will be provided to the family and the Indianapolis Housing Agency. Based on the information in this report, the family and the Indianapolis Housing Agency will determine whether any pre-purchase repairs are necessary.

The family must enter into a contract of sale with the seller of the unit. A copy of the contract must be given to the Indianapolis Housing Agency. The contract of sale must specify the price and terms of sale, and provide that the purchaser will arrange for a pre-purchase independent inspection of the home. The contract must also:

- Provide that the purchaser is not obligated to buy the unit unless the inspection is satisfactory;
- Provide that the purchaser is not obligated to pay for necessary repairs; and
- Contain the seller's certification that he or she has not been debarred, suspended or subject to a limited denial of participation.

## **21.6 Financing [24 CFR 982.632]**

The family is responsible for securing financing. The Indianapolis Housing Agency has established financing requirements, listed below, and may disapprove proposed financing if it is determined that the debt is unaffordable.

The Indianapolis Housing Agency will prohibit the following forms of financing:

- Balloon Payment Mortgages
- Seller Financing
- Land Contracts
- Package Loans
- Wrap-Around Loans

## **21.7 Continued Assistance [24 CFR 982.633]**

Homeownership assistance may only be paid while the family is residing in the home. The family or lender is not required to refund homeownership assistance for the month the family moves out.

The family must comply with the following obligations in order to continue to receive homeownership assistance:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to CFR 982.551 (h) and (i).
- The family must supply information to the Indianapolis Housing Agency or HUD as specified in CFR 982.551(b). The family must further supply any information required by the Indianapolis Housing Agency or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify the Indianapolis Housing Agency before moving out of the home.
- The family must notify the Indianapolis Housing Agency if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.
- The family must attend and complete ongoing homeownership counseling.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

### **21.8 Maximum Term of Homeownership Assistance [24 CFR 982.634]**

Except in the case of elderly or disabled families, the maximum term of homeownership assistance is:

- 15 years, if the initial mortgage term is 20 years or longer, or
- 10 years in all other cases.

The elderly exception only applies if the family qualified as elderly at the start of homeownership assistance. The disabled exception applies if, at any time during receipt of homeownership assistance, the family qualifies as disabled.

If the family ceases to qualify as elderly or disabled during the course of homeownership assistance, the maximum term becomes applicable from the date assistance commenced. However, such a family must be afforded at least 6 months of homeownership assistance after the maximum term becomes applicable.

## **21.9 Homeownership Assistance Payments and Homeownership Expenses [24 CFR 982.635]**

The monthly homeownership assistance payment is the lower of the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the Indianapolis Housing Agency will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in this plan for the Housing Choice Voucher Program. The only exception shall be that of unit size, which is established at time of home purchase, and will not alter during the time of homeownership assistance.

The Indianapolis Housing Agency will pay the homeownership assistance payment to the lender via electronic payment transfer.

Some homeownership expenses are allowances or standards determined by the Indianapolis Housing Agency in accordance with HUD regulations. These allowances are used in determining expenses for all homeownership families and are not based on the condition of the home.

Homeownership expenses include:

- Principal and interest on mortgage debt.
- Mortgage insurance premium (if required by lender or paid by homeowner).
- Taxes and insurance.
- The Indianapolis Housing Agency utility allowance used for the voucher program.
- Principal and interest on debt for improvements.
- If the home is a cooperative or condominium, expenses also include operating expenses or maintenance fees assessed by the homeowner association.

The homeowner has the option to obtain an account for routine maintenance, major repairs and replacements. (Voluntary by participant)

## **21.10 Portability [24 CFR 982.636, 982.353(b) and (c), 982.552, 982.553]**

Subject to the restrictions on portability included in HUD regulations and in Chapter 13 of this plan, the family may exercise portability if the receiving housing authority is administering a voucher homeownership program and accepting new homeownership families.

The receiving housing authority may absorb the family into its voucher program, or bill the Indianapolis Housing Agency. The receiving housing authority arranges for housing counseling and the receiving agency's homeownership policies apply.

### **21.11 Moving With Continued Assistance [24 CFR 982.637]**

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

The Indianapolis Housing Agency prohibits more than one move by the family during any one-year period.

The Indianapolis Housing Agency will deny permission to move with continued rental or homeownership assistance if it is determined that there is insufficient funding to provide continued assistance.

The Indianapolis Housing Agency will require the family to complete additional homeownership counseling prior to moving to a new unit with continued assistance under the homeownership option.

### **21.12 Denial or Termination of Assistance [24 CFR 982.638]**

The Indianapolis Housing Agency will terminate homeownership assistance if the family is dispossessed from the home due to a judgment or order of foreclosure.

The Indianapolis Housing Agency will permit such a family to move with continued voucher rental assistance. However, rental assistance will be denied if the family defaulted on an FHA-insured mortgage, and the family fails to demonstrate that:

1. The family conveyed title to the home as required by HUD, and
2. The family moved within the period required by HUD.

The Indianapolis Housing Agency will terminate homeownership assistance if the family:

- Transfers or conveys ownership of the home;
- Fails to provide requested information to the Indianapolis Housing Agency or HUD;
- Fails to notify the Indianapolis Housing Agency before moving out of the home;

- Fails to use the assisted homeownership unit for residence by the family. The homeownership unit must be the family's only residence;
- Leases or rents out the homeownership unit;
- Commits any fraud, bribery or any other corrupt criminal act in connection with the program;
- Engage in drug-related criminal activity, or violent criminal activity (I.A.W. 24 CFR §982.553);

An assisted family, or members of the family may not receive Section 8 tenant-based assistance (including homeownership assistance) for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state or local housing assistance program.

Failure to comply with the Family Obligations Under the Section 8 Program or IHA Home Ownership policies.

**IHA shall have the discretion to waive or modify any provision of the Homeownership Supportive Services Program or policies not governed by the statute of regulation for good cause or to comply with changes in HUD regulations or directives.**

### **21.13 Requirements to Change a Homeownership HCV to a Rental HCV**

A family will have to demonstrate that a significant change has occurred which caused a financial hardship to the family such as:

- Family begins receiving Social Security Insurance (SSI) because the head-of-household or co-applicant (as listed on the mortgage note) is no longer employed, or
- The death of the head-of-household who was employed or receiving SSI and caused the family's income to decrease significantly. Remaining family must submit a copy of the death certificate;, or
- The death of the co-applicant (as listed on the mortgage note) who was employed or receiving SSI and caused the family's income to decrease significantly. Homeowner must submit a copy of the death certificate; or
- When there is a financial hardship because of pre-existing problem(s); which can cause a health problem and the family was not aware prior to purchasing. Such problems can be: mold, radon, underground gas leaks, or a situation detrimental to the family as defined by the Health

Department or an inspection. Homeowner must submit supporting documentation from two inspections, from two different sources (i.e. IHA HQS inspection, Independent, private inspection, or a Health Department inspection) with an authorized signature and telephone number.

- Government acquisition of the home (Imminent Domain). Homeowner must submit supporting documentation from the City of Indianapolis or INDOT on official letterhead with an authorized signature and telephone number.

All requests from a HCV Homeowner requesting a return to a HCV Rental must be in writing and submitted to the IHA Housing Counselor who will forward the request to the Home Ownership Panel

### **Homeownership Panel:**

A qualified panel of IHA staff will be created and will represent the following positions:

1. HCV Manager
2. Designated IHA Rep
3. **Two Section 8 Representatives**
4. Homeownership Coordinator

### **Homeownership Panel Procedures:**

- **Upon receipt of a written request from a HCV Homeowner to return to rental, Resident Relations staff will mail to the requesting individual the Section 8 Administrative Plan's requirements to change a Homeownership HCV to a Rental HCV and will advise the homeowner that supportive documentation is also required.**
- **After receipt of the supportive documentation, the panel will convene and make a determination**
- **A written response from the IHA Homeownership Panel will be issued within thirty (30) days of receiving the supportive documentation, and the following procedures will be followed:**
  - **If the request is denied, a letter will be mailed to notifying the Homeowner of the decision, and the homeowner's right to request an informal hearing if requested within fourteen (14) days of the date of the denial; or**
  - **If the request is approved, the Homeownership panel will notify Section 8 with a request for a rental HCV and will notify the resident in writing along with the procedures to follow in order to be in compliance with Section 8.**

- **The Homeowner cannot move or sell the home without prior approval from IHA.**

## **INFORMAL HEARING PROCEDURES**

If the HCV homeowner request to return to HCV rental is denied, the HCV homeowner can make a written request for an informal hearing. See section 12 of this Housing Choice Voucher Section 8 Administrative Plan for informal hearing procedures.

# CHAPTER 22

## PROGRAM INTEGRITY ADDENDUM

[24 CFR 792.101 to 792.204, 982.54]

### **22.1 CHAPTER OVERVIEW**

*HUD conservatively estimates that 600 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement. The Indianapolis Housing Agency (IHA) is committed to ensuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained.*

*IHA maintains its credibility with applicant and participant families, owners, HUD, and the larger community by enforcing program requirements. When families, owners, or IHA employees fail to adhere to program requirements, IHA must take appropriate action. The action that is appropriate depends on the particular case of circumstances.*

*The IHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously. This chapter first discusses the important differences between program errors and omissions and fraud and abuse. It also identifies various ways IHA can prevent and detect errors and abuses, discusses corrective action methods and outlines IHA's policies for the prevention, detection and investigation of program abuse, and fraud.*

### **22.2 DISTINGUISHING BETWEEN ERRORS OR OMISSIONS AND FRAUD AND ABUSE**

This chapter uses the terms “error” and “omission” to identify situations in which a family or owner does not comply with program requirements or staff members incorrectly apply program rules. An error or omission may be intentional or unintentional. Some will affect family payment and subsidy amounts; others will not. It is important that IHA carefully analyze the unique circumstances of the case to determine how to best handle the situation. Errors or omissions that affect the family's payment, subsidy amount or the regular flow of housing assistance payments should be a high priority.

“Fraud” and “abuse” mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud and abuse result in the payment of housing choice voucher program funds in violation of program requirements. It often occurs when families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they are not entitled. Fraud is a legal term that involves taking legal action to pursue a remedy of the situation, such as terminating program assistance.

It is important that IHA staff recognize the differences between unintentional and intentional misreporting. Particularly in cases of intentional misreporting, IHA staff must be able to evaluate the special circumstances and seriousness of the case to determine whether it is a case of fraud. IHA has established policies and procedures for fair and consistent treatment of cases of intentional misreporting, abuse, and

fraud. This policy clearly defines circumstances under which a family or owner would be terminated from the program, but also allows the IHA to consider mitigating circumstances before terminating, is best. The following circumstances are a sample and do not include all situations or circumstances under which a family, owner or the PHA could be deemed to have committed errors and omissions or fraud and abuse.

## ERRORS AND OMISSIONS VS. FRAUD AND ABUSE

### **Errors/Omissions Fraud/Abuse**

#### *By the Family*

##### *Errors/Omissions*

- Failure to report required information due to lack of understanding, such as omitting a particular asset or failing to report a source of income.
- Incorrect reporting, such as reporting the income source but incorrectly stating the amount of income.
- Failure to report changes as required, such as failure to notify the PHA of a change in family composition or income.

##### Fraud/Abuse

- Intentionally misrepresenting income, assets, and allowances.
- Intentionally misrepresenting family composition.
- Initiating and participating in bribes or other illegal activities.

#### *By the Owner*

##### *Errors/Omissions*

- Collecting housing assistance payments for an unoccupied unit, when the owner is not aware that the assisted family has vacated.
- Errors in specifying responsibilities for utility payments.

##### Fraud/Abuse

- Collecting extra or “side” payments in excess of the family share of rent or requiring the family to perform extraordinary services in lieu of payments.
- Charging families for utilities that are the owner’s responsibility.
- Collecting housing assistance payments for units not occupied by program participants.
- Bribing PHA employees to certify a substandard unit as passing HQS.
- Other HQS violations involving misrepresentation and deceit.

## Defaulted Mortgages, Foreclosures, Bankruptcies:

- Defaulted Mortgages: HAP shall be discontinued for mortgages that have not been paid after 90 days; any overpayments are due back to the IHA.
- Foreclosures: HAP shall be discontinued for mortgages that have not been paid after 90 days; any overpayments are due back to the IHA. ; however,
  - If the IHA is unaware of the defaulted mortgage date, funds should be owed to the IHA (at least) 3 calendar months/90 days prior to the foreclosure filing/sheriff sale date.
  - Any landlord that has had three or more foreclosures shall be banned from program participation.

Any HAP that the IHA determines to be an overpayment will be subject to the terms of the HAP contract including recapture of funds and/or legal action.

*By the PHA*

### *Errors/Omissions*

- Unintentionally miscalculating subsidy/rent.
- Unintentionally determining eligible families as ineligible and vice versa.
- Unintentionally approving rents that are not reasonable.
- Misinterpreting documentation or information provided by a third party.
- Forgetting to inform the participant of a reporting requirement or to collect all required information during an interview.
- Unknowingly failing to apply program rules and procedures properly.
- Late processing.

### *Fraud/Abuse*

- Willful passing of units not meeting HQS and/or local standards.
- Accepting kickbacks from owners, managers, or families to permit participation or to allow rents in excess of the rent reasonableness limitation.
- Intentionally calculating total tenant payment or housing assistance payments incorrectly.
- Intentionally making incorrect determinations of family eligibility, including certifying as eligible otherwise ineligible applicants, coaching applicants to falsify documents, or changing an applicant's position on the waiting list.

### 22.3. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the IHA undertake an inquiry or an audit of a participating family arbitrarily. The IHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The IHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the IHA has a responsibility to HUD, to the community, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the IHA's attention, to investigate such claims.

The IHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances:

- Referrals, Complaints, or Tips. The IHA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in noncompliance, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.

Internal File Review. A follow-up will be made if IHA staff discovers (as a function of a certification or recertification, an interim re-determination, or a quality control review), information or facts which conflict with previous file data, the IHA's knowledge of the family, or is discrepant with statements made by the family.

Verification of Documentation. A follow-up will be made if the IHA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, or reports from other agencies).

### 22.4 STEPS THE IHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

*The management and staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.*

**Things You Should Know (HUD-1140-OIG).** *This program integrity bulletin (created by HUD's Inspector General) will be furnished and explained to all applicants to promote understanding of program rules, and to clarify the IHA's expectations for cooperation and compliance.*

**Program Orientation Session.** *Mandatory orientation sessions will be conducted by the IHA staff for all prospective program participants, either prior to or upon issuance of*

*a voucher. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a “Program Briefing Certificate” to confirm that all rules and pertinent regulations were explained to him/her.*

Resident Counseling. The IHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

Review and Explanation of Forms. Staff will explain all required forms and review the contents of all (re)certification documents during the recertification appointment.

#### A. Improve Quality of PHA Communications with Families and Owners

“Communications” includes both standard forms used by the IHA to obtain information from families and owners and information provided to families and owners about the program. When a PHA communicates well to owners and families, families and owners are less likely to commit errors, fraud, or abuse because they have a much better understanding of program requirements and the PHA’s expectations of them.

##### 1. Obtaining Information from Families

*The quality and thoroughness of the process for obtaining eligibility information from families is a critical factor in error prevention. For example:*

- Face-to-face eligibility and recertification interviews that are conducted by trained staff in a private setting may increase the ability of the PHA staff person to collect information from the family that is both accurate and comprehensive.
- Well-designed forms also help staff to collect all required information. IHA has designed recertification and admission forms that require very specific and detailed information, including the recording of negative responses from families about income and assets to avoid inadvertently forgetting to ask these key questions. Some forms include questions to ensure that enough information is obtained to be able to annualize the income.

IHA requires staff to complete the admission and recertification forms while the family is present to reduce the likelihood of tenant error due to misreading, misinterpreting, or simply not understanding the question being asked.

##### 2. Providing Information to Families and Owners

*Too often forms and certifications that the family must sign at application, admission, and recertification are hastily read or explained, putting the family members at risk of signing an important document which they do not fully understand. IHA staff should always highlight the key contents of a document before obtaining signatures on the form. Likewise, staff should consider a detailed review of the contents of the HAP contract with the owner, particularly those who are new to the program. Staff should be aware of potential language barriers and attempt to accommodate the family or owner.*

*Participants are given a sample copy of any documents they have signed. These documents are part of the contractual agreement with the participant and may be used if it becomes necessary to take legal action based on the participant's violation of a program requirement.*

*Through participant and owner briefings, the admission and recertification processes, annual HQS inspections, and other oral or written communication, the PHA must regularly ensure that it fully informs families and owners about program requirements and IHA's expectations. This means that staff must be fully informed of these requirements and obligations.*

*IHA is committed to preventing program abuse and regularly inform or remind families of requirements and obligations. Opportunities for informing families include: at the time of application, at briefing and issuance, during the housing search and leasing process, at the inspection phase, and during annual or interim recertification. At a minimum, the*

*IHA must discuss the following with the family:*

- Legal requirement to fully disclose income, assets, and family composition;
- Prohibition of making illegal side payments to the owner;
- Requirement to report interim changes in family composition; and
- IHA right to terminate assistance due to misrepresentation by the family.

*At a minimum, IHA is responsible for explaining to owners their legal responsibility to adhere to the program requirements as contained in the HAP contract. IHA routinely goes over these requirements with the owner at the time of HAP contract execution. However, it is important to regularly send a message to owners regarding the IHA's commitment to prevent and eliminate program abuse. These messages are sent using various mediums. For example, IHA can use landlord fairs, special owner workshops or training, a newsletter or marketing pieces in a landlord newsletter, and special mailings to reinforce the IHA's intent to maintain program integrity and pursue owners that fail to comply with program requirements.*

*At a minimum, IHA discusses program responsibilities and prohibitions against abusing the program with employees when they are hired. In addition, the IHA should use messages it sends to families and owners regarding the IHA's intent to eliminate abuse to educate and inform employees.*

## **B. Review Family History Prior to Interim or Annual Recertification**

Another approach to preventing and detecting family errors and omissions is to carefully review the information reported at the most recent prior examination before meeting with the client for an interim or annual recertification. This procedure helps the staff person conducting the interview to determine whether the differences being reported are due to legitimate changes or intentional or unintentional misreporting.

## **C. Identify and Monitor "At Risk" Families**

Some families, due to a lack of stable income or frequent changes in family composition, may be more at risk of (intentionally or unintentionally) misrepresenting income or family composition. By identifying who these families are and instituting procedures to monitor their cases, the IHA may prevent or more quickly detect and stop program abuse. One possibility is to require that these families be reexamined more frequently than annually. In cases where doubt exists, the IHA may attempt to verify family composition in connection with the annual or a special HQS inspection. By identifying and monitoring “at-risk” or “error-prone” cases, the IHA uses selective action techniques to target administrative resources where they will have the greatest payoff.

#### D. Conduct Special Marketing to Promote IHA’s Intent to Eliminate Program Abuse

IHAs deliver reform messages through various media channels as a means to educate landlords, families, and the larger community on their commitment to preventing and eliminating program abuse. Actions include sending a letter to participating families emphasizing HUD’s and the IHA’s intent to eliminate program abuse, hanging posters in the IHA waiting room and other public areas, conducting public services announcements, and speaking at public and neighborhood association meetings and to various advocacy groups.

#### E. Rotate Staff Assignments and Caseloads

By rotating staff assignments and caseloads, managers can foster uniform and consistent interpretation of program requirements and prevent the possibility of program abuse. For example, if an employee is giving special treatment to a family or owner, this situation can be detected if the employee’s caseload is taken over by another staff member. Rotating caseloads also helps to identify and resolve inconsistencies regarding how cases are being processed and how rules are interpreted.

#### F. Careful Design of Participant Interim Reporting Requirements

IHA has discretion in designing interim recertification requirements that minimize family reporting burdens and reduce opportunities for error, both on the part of the family and the IHA. HUD rules require interim reporting of changes in household composition only. In developing an interim reporting policy, the IHA also strive for simplicity. A family will easily remember if it is required to report all changes or no changes; any qualifications to the message will decrease the prospects for compliance.

## 22.5 STEPS THE IHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

**The IHA staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted families.**

- **Quality Control File Reviews.** Prior to initial certification, and at the completion of all subsequent recertification, each participant file will be reviewed. Such reviews shall include, but are not limited to:
    - Assurance that verification of all income and deductions is present.
    - Changes in reported Social Security Numbers or dates of birth.
    - Authenticity of file documents.
    - Ratio between reported income and expenditures.
    - Review of signatures for consistency with previously signed file documents.
    - All forms are correctly dated and signed.
  - **Observation.** The IHA management and occupancy staff (to include inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.
  - **Public Record Bulletins.** May be reviewed by management and staff.
- State Wage Data Record Keepers.** Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

**Credit Bureau Inquiries.** Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

When an allegation is received by the IHA wherein unreported income sources are disclosed.

When a participant's expenditures exceed his /her reported income and no plausible explanation is given.

## 22.6 THE IHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The IHA staff will encourage all participating families to report suspected abuse to the Housing Specialist. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up.

*The Housing Specialist will not follow up on allegations which are vague or otherwise nonspecific. Only allegations which contain one or more independently verifiable facts will be reviewed.*

## **FILE REVIEW**

An internal file review will be conducted to determine:

If the subject of the allegation is a client of the IHA and, if so, to determine whether or not the information reported has been previously disclosed by the family.

It will then be determined if the IHA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

### **Conclusion of Preliminary Review**

*If, at the conclusion of the preliminary file review, there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the Housing Specialist will initiate an investigation to determine if the allegation is true or false.*

## **22.7. CORRECTIVE ACTION: ERRORS AND OMISSIONS**

IHA must take immediate action to correct the family payment and subsidy amount and, in some cases, to move the family to a new unit. An amendment to the lease and HAP contract must reflect any changes to family payment and subsidy. An amendment can be in the form of a notice to the participant and owner. Unless the owner requires a new lease, execution of a new HAP contract and lease is not required.

### **A. *When Family Payment Is Incorrectly Established Too High***

When the family payment is incorrectly set too high, the family pays more for rent and utilities than it should under the program. As a result, the amount the IHA pays to the owner in the form of a housing assistance payment is too low.

*In cases where the error or omission is the fault of the IHA, IHA will immediately refund the total amount due to the family via the landlord if the tenant remains in the unit where the rent was improperly calculated. Such reimbursement would come from the IHA's housing assistance payments or administrative fee reserves. If the family owed the landlord rent, the IHA, depending upon the circumstances, may choose to pay the amount due or a portion thereof directly to the owner on behalf of the family.*

In cases where the error or omission is clearly the fault of the family, IHA should not reimburse the family. Instead, the IHA would process the change immediately and provide notice to the landlord and family of the effective date of the change. Changes in the amount of family payment and housing assistance payment should become effective the month following the discovery.

**B. When Family Payment Is Incorrectly Set Too Low**

When the family payment is incorrectly set too low, the family is receiving more subsidy than it is entitled to under the program. As a result, IHA is paying too much to the owner in the form of a housing assistance payment.

In cases where the error or omission is the fault of the IHA, the family and owner are not responsible for repayment. The IHA must give the family and owner reasonable notice of the increase in family payment and corresponding decrease in housing assistance payment. HUD does expect, however, IHA to repay HUD the amount of overpaid subsidy due to IHA error or omission. The amount owed must be paid out of administrative fee reserves.

*In cases where the error or omission is clearly the fault of the family, the family must repay the IHA within a reasonable period of time. If the amount owed is not repaid, the PHA may terminate the family's assistance. The IHA must process the change immediately and inform the landlord and family of the effective date of the change. Increases in the amount of family payment resulting from a family error or omission become effective retroactively to the time of the reporting error.*

**C. Errors Affecting the Size of the Family's Unit**

*In cases where a IHA error leads the family to receive subsidy for a larger unit than the size unit for which it is entitled, the IHA shall immediately encourage the family to move to a smaller unit. The IHA is obligated to try to find the family reasonable, alternative housing. If the family refuses to move after the IHA identifies reasonable alternatives, the IHA must recalculate the family's subsidy based on the payment standard for the bedroom size for which it qualifies. IHA must give reasonable notice to the family and owner of any change in payment. IHA must process the payment change at the next annual reexamination, if not sooner.*

In cases where misrepresentation by the family leads the family to receive subsidy for a larger unit than the size unit for which it is entitled, the family must repay IHA or sign a repayment agreement to pay any amount owed. If the amount owed is not repaid, IHA may terminate the family's assistance. If IHA decides not to terminate the family's assistance, the IHA must immediately adjust the subsidy according to the payment standard for the appropriate bedroom size and provide the family and owner reasonable notice of the change. The family is not required to move but if the family is unable to pay the new amount, it must give appropriate notice to the owner and PHA and move to a smaller unit.

In cases where IHA error leads the family to receive subsidy for a unit that is smaller than the size unit for which it is entitled, the IHA must immediately notify the family and owner of the problem and issue the family a voucher for the appropriate bedroom size. The IHA is obligated to try to find the family reasonable, alternative housing. If the family does not locate another unit within this time frame, IHA must terminate assistance for the family if the unit does not meet the HQS requirements.

#### ***D. Errors That Require the Owner to Repay HAP Amounts***

IHA may discover that the owner is not entitled to the full amount of housing assistance payments it paid to the owner. For example, IHA may mistakenly pay the owner the full monthly housing assistance payment twice in one month because of a record keeping or other error. Another example would be if the owner accepted a HAP payment for a unit that was not occupied by a housing choice voucher participant, i.e. the family vacated the unit with or without the knowledge of the owner. In both of these instances, the owner owes IHA the portion of the housing assistance payment to which the owner is not entitled.

In most instances, IHA will reclaim the amount due by withholding payment due for the subsequent month or months until the debt is paid, occasionally, if the debt is large and not the result of willful abuse, IHA may make an agreement with the owner for payment in installments over a period of time.

#### ***E. Documenting and Collecting Overpayments and Underpayments***

Money owed to the IHA by the family because of overpayments on its behalf may be collected by requiring a lump-sum payment of the entire amount or by entering into a repayment agreement. A repayment agreement is a formal document prepared by IHA and signed by the family, in which the family acknowledges a debt and the amount owed. The agreement specifies how the amount owed is to be repaid, including the specific time period(s) when payment is due.

IHA, at its discretion, may offer a family the opportunity to enter into a repayment agreement to pay amounts owed to IHA, and may prescribe the terms of the agreement. Although the IHA always has the option of requiring payment of the entire amount due, if IHA offers a repayment agreement, the terms may not require prohibitive payments that would force the family to leave the program.

IHA must maintain full and complete documentation of all debt. A suggested approach for determining and documenting overpayments and underpayments follows:

- Record the data used and steps taken to calculate the incorrect payment;
- Record the real data that should have been used and recalculate the payment;
- Conduct third party verification of new data;
- Compare the recalculated/correct payment to the actual benefits paid;
- Record action taken.

## **22.8 CORRECTIVE ACTION: FRAUD AND ABUSE**

If as a result of its assessment IHA determines that the family, owner, or IHA employee has abused the program, IHA must take immediate actions to remedy the situation. IHA may at any time deny program assistance to an applicant or terminate program assistance for a participant if any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program. IHA's actions will vary, depending upon the extent and nature of the abuse. IHA must determine that a preponderance of evidence demonstrates that the action taken by the family, owner, or employee was willful and intentional, in order to terminate assistance on the basis of fraud or abuse.

### **OVERPAYMENTS TO OWNERS**

If the landlord has been overpaid as a result of fraud, misrepresentation or violation of the contract, the IHA may terminate the contract and arrange for restitution to the IHA and/or family as appropriate.

The IHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the IHA or the family, as applicable.

## **22.9 HOW THE IHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the IHA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. The steps taken will depend upon the nature of the allegation and may include, but are not limited to, the items listed below. In all cases, the IHA will secure the written authorization from the program participant for the release of information.

- Credit Bureau Inquiries (CBIs). In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.
- Verification of Credit. In cases where the financial activity conflicts with file data, a Verification of Credit form may be mailed to the creditor in order to determine the unreported income source.
- Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.
- Neighbors/Witnesses. Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the IHA's review.
- Other Agencies. Investigators, case workers or representatives of other benefit agencies may be contacted.
- Public Records. If relevant, the IHA will review public records kept in any jurisdictional courthouse. Examples of public records which may be checked are: real estate, marriage, and divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records and postal records.

- Interviews with Head of Household or Family Members. The IHA will discuss the allegation (or details thereof) with the head of household or family member by scheduling an appointment at the IHA's central office. A high standard of courtesy and professionalism will be maintained by the IHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

## **PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE IHA**

*Documents and other evidence obtained by the IHA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." Such cases under review will not be discussed among IHA staff unless they are involved in the process, or have information which may assist in the investigation.*

## **CONCLUSION OF THE IHA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the HCV Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive

### **A. EVALUATION OF THE FINDINGS**

**If it is determined that a program violation has occurred, the IHA will review the facts to determine:**

The type of violation (procedural, noncompliance, fraud).  
Whether the violation was intentional or unintentional.  
What amount of money (if any) is owed by the family.  
If the family is eligible for continued occupancy.

### **B. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

*Once a program violation has been documented, the IHA will propose the most appropriate remedy based upon the type and severity of the violation.*

## **PROCEDURAL NONCOMPLIANCE**

This category applies when the family "fails to" observe a procedure or requirement of the IHA but does not misrepresent a material fact, and there is no retroactive

assistance payments owed by the family. Examples of noncompliance violations are:

Failure to appear at a pre-scheduled appointment.

Failure to return verification in time period specified by the IHA.

*Warning Notice to the Family.* *In such cases a notice will be sent to the family which contains the following:*

- A description of the noncompliance and the procedure, policy or obligation which was violated.
- The date by which the violation must be corrected, or the procedure complied with.
- The action which will be taken by the IHA if the procedure or obligation is not complied with by the date specified by the IHA.
- The consequences of repeated (similar) violations.

## **PROCEDURAL NONCOMPLIANCE-OVERPAID ASSISTANCE**

When the family owes money to the IHA for failure to report changes in income or assets, the IHA will issue a Notification of Overpayment of Assistance. This Notice will contain the following:

A description of the violation and the date(s).

Any amounts owed to the IHA.

A 5-day business day's response period.

The right to disagree and to request an informal hearing with instructions for the request of such hearing.

*Participant Fails to Comply with IHA's Notice.* *If the participant fails to comply with the IHA's notice, and a family obligation has been violated, the IHA will initiate termination of assistance.*

*Participant Complies with IHA's Notice.* *When a family complies with the IHA's notice, the staff person responsible will meet with him/her to discuss and explain the family obligation or program rule which was violated. The staff person will complete a Participant Counseling Report, give one copy to the family and retain a copy in the family's file.*

## **INTENTIONAL MISREPRESENTATIONS**

When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the IHA, the IHA will evaluate whether or not:

The participant had knowledge that his/her actions were wrong, and  
The participant willfully violated the family obligations or the law.

*Knowledge that the action or inaction was wrong. This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, briefing certificate, personal declaration(s) and Things You Should Know are adequate to establish knowledge of wrong-doing.*

*The participant willfully violated the law. Any of the following circumstances will be considered adequate to demonstrate willful intent:*

- An admission by the participant of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
- That the participant falsified, forged or altered documents.
- That the participant uttered and certified to statements at a interim (re)determination which were later independently verified to be false.

## **DISPOSITIONS OF CASES INVOLVING MISREPRESENTATIONS**

In all cases of misrepresentations involving efforts to recover monies owed, the IHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

Criminal Prosecution: If the IHA has established criminal intent, and the case meets the criteria for prosecution, the IHA may refer the case to the local State or District Attorney, notify HUD's RIGI, and terminate rental assistance.

Administrative Remedies: The IHA may terminate assistance and demand payment of restitution in full.

## **CASE CONFERENCE FOR SERIOUS VIOLATIONS AND MISREPRESENTATIONS**

When the IHA has established that material misrepresentation(s) have occurred, a Case Conference may be scheduled with the family representative and the IHA staff person who is most knowledgeable about the circumstances of the case.

This conference may take place prior to any proposed action by the IHA. The purpose of such conference is to review the information and evidence obtained by the IHA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the IHA. The family will be given ten (10) business days to furnish any mitigating evidence.

A secondary purpose of the Case Conference is to assist the IHA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the IHA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules
- The family's willingness to cooperate, and to accept responsibility for their actions
- The amount of money involved
- The family's past history
- Whether or not criminal intent has been established.

IHA is the sole determinant of whether a Case Conference will be held prior to initiating any other actions against a participant.

## **22.10 CONFLICT OF INTEREST POLICY**

Neither the Authority nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with any of the Agency's Section 8 programs in which any of the following classes of persons has any interest, direct or indirect, during their tenure or for one year thereafter:

1. Any present or former member or officer of the Authority (except a participant commissioner);
2. Any employee of the Authority, or any contractor, subcontractor or agent of the Authority, who formulates policy or who influences decisions with respect to the programs (except that program participants may be hired as employees of the Authority);
3. Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs; or
4. Any member of the Congress of the United States.

## **EMPLOYEES WHO ARE ALSO AUTHORITY (IHA) CLIENTS**

An employee of the Authority who is a client or who is related to a client has a responsibility to avoid any conflict of interest that might lead to unequal treatment. Therefore, the following procedural standards are to be employed in all such circumstances.

1. No employees, or their staff if they are a Manager or Supervisor, shall handle matters related to their own cases or to the cases(s) of member(s) of their family.

2. Employees of the Housing Choice Voucher Program shall be responsible for reporting to the Director of Human Resources and the Director of the Housing Choice Voucher program any potential or actual conflict of interest. If the employee is unsure whether or not a conflict of interest exists, the employee shall refer the matter to the Director of Human Resources and the Director of the Housing Choice Voucher Program for a determination. It shall be the responsibility of the Director of the Housing Choice Voucher to ensure that any actions or decisions taken within the Housing Choice Voucher affecting any employee's participant status or the participant status of an employee's relative are in accordance with all applicable policies and procedures. It shall be the responsibility of the Director of Housing Management to ensure that any actions or decisions taken within the Eligibility Department affecting any applicant's status or the applicant status of an employee's relative are in accordance with all applicable policies and procedures. Both Directors shall ensure that the employee or employee's relative shall neither suffer any loss of benefit nor receive any gain of benefits as a result, direct or indirect, of her/his employment at the Authority or her/his relationship to an Authority employee.

*As such:*

- A. Any time action is taken or a decision is made which affects the applicant or participant status of an Authority employee or a relative of an Authority employee in any way, all Authority paperwork must be received and signed by the appropriate Director before the action or decision becomes effective.
- B. Each initial determination of eligibility and each selection to a program of an Authority employee or a relative of an Authority employee shall be forwarded from the Director of Housing Management to the Executive Office for review and final approval. A certification by the Director of Housing Management shall accompany the file to the Executive Office stating that all determinations and actions taken have been reviewed pursuant to applicable policies and procedures

## **DISCLOSURE**

Member of the classes listed below must disclose their interest or prospective interest to the Authority and HUD as follows:

<b>Relation to Authority</b>	<b>Disclosure Required</b>	<b>Disclosure Frequency</b>
IHA Board Members	<i>Statement of Economic Interests</i>	Annually
All Executive Office Staff	<i>IHA Statement of Employee and Familial Participation in Housing Authority Programs</i>	Annually
All Directors		
All HCV Staff		
All PH Staff		
All MIS Staff		
All Finance Staff		
Contractors	<i>Statement of Economic Interests</i>	Upon contract with IHA, annually thereafter
Sub-contractors	<i>IHA Statement of Employee and Familial Participation in Housing Agency's Programs</i>	Upon contract with IHA, annually thereafter
Agents of the Authority		

## **DISCIPLINARY PROCEDURES**

It is the policy of the Authority to operate all of its programs in an ethical manner and in such a way that no group or individual shall have an unfair advantage in the receipt of the Authority's programs and services. The Authority will vigorously investigate any suspected violation of its Conflict of Interest policies and will cooperate with HUD's Office of Inspector General, local and Housing Authority police and any other appropriate bodies when conducting investigations of suspected violations. Appropriate penalties shall be determined for each individual case. Available penalties include:

- a. Written reprimand;
- b. Suspension;
- c. Probation;
- d. Demotion;
- e. Termination; and
- f. Criminal Prosecution.

## **WAIVER CONFLICT OF INTEREST PROVISIONS**

The conflict of interest prohibitions detailed under this section may be waived for good cause by the HUD field office.

### **22.11. GIFT POLICIES**

The Housing Choice Voucher program utilizes the Indianapolis Housing Agency's Gift Policy.

### **DISCIPLINARY PROCEDURES**

It is the policy of the Authority to operate all of its programs in an ethical manner and in such a way that no group or individual shall have an unfair advantage in the receipt of the Agency's programs and services. The Agency will vigorously investigate any suspected violation of its Gift Policy and will cooperate with HUD's Office of Inspector General, local and Housing Authority police and any other appropriate bodies when conducting investigations of suspected violations. Appropriate penalties shall be determined for each individual case. Available penalties include:

- a. Written reprimand;
- b. Suspension;
- c. Probation;
- d. Demotion;
- e. Termination; and
- f. Criminal Prosecution.

### **22.12 PHA ADMINISTRATIVE REMEDIES**

#### **A. Possible Remedies for Abuse by the Family**

*If the family is ineligible for housing choice voucher program assistance, the IHA must terminate the family's assistance. If IHA paid too much subsidy on the family's behalf because of discrepancies in information furnished by the family and if the IHA has sufficient evidence that the family intentionally misrepresented its circumstances, IHA must pursue debt collection and may terminate assistance.*

*If the family executes but then breaches an agreement with IHA to pay amounts owed, IHA may terminate assistance for the family.*

*IHA has the discretion to consider all of the circumstances in each case when determining whether or not to deny or terminate assistance because of action or failure to act by members of the family. IHA should consider the seriousness of the case, any special circumstances surrounding the case, the extent of participation or culpability of individual family members, any mitigating circumstances*

*such as those related to the disability of a family member, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.*

*As a condition of continued assistance for other family members, the IHA may impose a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. The IHA may permit the other members of a participant family to continue receiving assistance. If the family includes a person with disabilities, the IHA decision concerning such action is subject to reasonable accommodation considerations.*

*Before taking action against a family for any perceived abuse related to the amount of assistance paid, the IHA should carefully review documentation and calculations in the file and ensure there are no file errors that may later complicate IHA's charge of abuse.*

## **B. Possible Remedies for Abuse by Owners**

*IHA may immediately abate payment and subsequently terminate the HAP contract. When this occurs, IHA must issue the family a new housing choice voucher and assist the family to locate another unit.*

*If the owner was collecting side payments, IHA must notify the owner to immediately cease collecting these payments and require repayment to the family through IHA of the full amount illegally collected. IHA must determine if the owner also collected side payments from other participants and follow-up to require payment. The amount can be repaid by offsetting the amount due against future housing assistance payments. IHA may, at its discretion, terminate the affected HAP contract immediately, even if the owner has repaid amounts due the family; but it must cancel the HAP contract if the owner fails to repay the family.*

*If the owner's unit contains HQS violations and the owner fails to correct the deficiencies cited by IHA within the time allotted, IHA must immediately abate payment and subsequently terminate the contract. However, IHA should not terminate the HAP contract until the family moves or has been given reasonable time to find another unit.*

*If the owner has allegedly discriminated against the housing choice voucher family, the PHA must provide assistance to the family, as follows:*

- *IHA must inform the family of its rights under federal, state, and local law, including the right to file a formal complaint under one or more of these laws.*
- *If the family wishes to file a complaint under Title VIII of the Civil Rights Act of 1968, the IHA must assist the family in completing form HUD-903, Discrimination Complaint, or refer the Family to the local fair housing organization or HUD Field Office of Fair Housing and Equal Opportunity.*

*If IHA determines that the owner has committed a very serious program abuse or more than one of the offenses described above, IHA may restrict the owner from future participation in the program for a reasonable period of time commensurate with the offense's seriousness.*

### C. Possible Remedies for Abuse by Employees

*If IHA determines that any employee has abused the program, it must take whatever action is appropriate under its personnel policies and law. Actions may include putting the employee on probation, giving the employee a poor performance evaluation, requiring the employee to take leave without pay, terminating the employee, and/or filing a criminal complaint. HUD will consider a pattern of substantial administrative deficiencies on the part of IHA a substantial default under the ACC, and will take appropriate action against the IHA in such cases.*

#### **22.13 REFERRALS FOR PROSECUTION OF PURPOSEFUL MISREPORTING**

If the IHA has reason to believe (preponderance of evidence) that the participant's or owner's abuse of the program was willful or intentional, IHA may refer the cases to the appropriate HUD Special Agent In Charge (SAC) for investigation and possible criminal prosecution. The IHA may also pursue remedies under state or local law, with an information copy to the appropriate RIGI. Cases sent to RIGI for investigation should contain, at a minimum, the following information:

- Name and address of subject(s);
- Synopsis of alleged abuse, violation, intentional misrepresentation, or fraudulent activity, including the source of the information;
- Identity and address of known witnesses or persons having knowledge of the allegation(s);
- Known or suspected period during which alleged offense(s) occurred;
- Known or suspected monetary loss;
- Findings of IHA or any corrective or administrative actions or sanctions taken by IHA; Indication of whether the matter has been referred to or considered by local prosecution or law enforcement agencies.

*If the Justice Department or appropriate local or state agency declines prosecution, IHA may pursue remedies through civil court. IHA must obtain HUD approval before initiating litigation in which it is requesting HUD assistance or participation.*

#### **22.14 PHA STAFFING AND RESOURCE CONSIDERATIONS**

*IHA's activities related to preventing, detecting, and resolving cases of program abuse by families, owners, and IHA staff occur on an on-going basis. Therefore, adequate staffing and resources must be dedicated to these activities. IHA can take a number of approaches to ensure that sufficient staff and dollar resources are dedicated to preventing errors and controlling fraud and abuse. The IHA may wish to contract with other agencies for the delivery of on-going information and service functions. If an outside agency is contracted, the IHA must provide sufficient monitoring since it is ultimately responsible under the ACC for program compliance. All expenditures from handling complaints, program errors, and program abuse must be paid out of the IHA's ongoing administrative fee.*

*When determining the level of staff and dollar resources to dedicate to maintaining program integrity, the IHA has carefully analyze the extent to which errors, omissions, fraud and abuse are present.*

## 23. Overview of Housing Provisions: Violence against Women Act (VAWA)

### **NOTIFICATION REGARDING APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)**

The Violence Against Women Reauthorization Act of 2005 (VAWA) requires PHAs to inform assisted tenants of their rights under this law, including their right to confidentiality and the limits thereof. Since VAWA provides protections for applicants as well as tenants, PHAs may elect to provide the same information to applicants. VAWA also requires PHAs to inform owners and managers of their obligations under this law.

This part describes the steps that the IHA will take to ensure that all actual and potential beneficiaries of its housing choice voucher program are notified about their rights and those owners and managers are notified of their obligations under VAWA.

#### IHA Policy

The IHA will post the following information regarding VAWA in its offices and on its Web site. It will also make the information readily available upon requests.

A summary of the rights and protections provided by VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, or stalking (see sample notices in Exhibits 1 and 2)

The definitions of *domestic violence*, *dating violence*, and *stalking* provided in VAWA (included in Exhibits 1 and 2)

An explanation of the documentation that the IHA may require from an individual who claims the protections provided by VAWA (included in Exhibits)

A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking

A statement of the IHA's obligation to keep confidential any information that it receives from a victim unless (a) the IHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information (included in Exhibits)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits)

Contact information for local victim advocacy groups or service providers.

## **A. NOTIFICATION TO PARTICIPANTS**

VAWA requires PHAs to notify HCV program participants of their rights under this law, including their right to confidentiality and the limits thereof.

### IHA Policy

The IHA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the participant of IHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The IHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA (see Section 16).

## **B. NOTIFICATION TO APPLICANTS**

### IHA Policy

The IHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of IHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The IHA will also include in all notices of denial a statement explaining the protection against denial provided by VAWA (see section 6).

## **C. NOTIFICATION TO OWNERS AND MANAGERS**

VAWA requires PHA's to notify owners and managers of their rights and responsibilities under this law.

### IHA Policy

Inform property owners and managers of their screening and termination responsibilities related to VAWA. The IHA may utilize any or all of the following means to notify owners of their VAWA responsibilities:

As appropriate in day to day interactions with owners and managers.

Inserts in HAP payments, 1099s, owner workshops, classes, orientations, and/or newsletters.

Signs in the IHA lobby and/or mass mailings which include model VAWA certification forms

## **EXHIBIT 1. SAMPLE NOTICE TO HOUSING CHOICE VOUCHER APPLICANTS AND TENANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

*This sample notice was adapted from a notice prepared by the National Housing Law Project.*

A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your rights under VAWA.

### **Protections for Victims**

If you are eligible for a Section 8 voucher, the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, or stalking.

If you are the victim of domestic violence, dating violence, or stalking, you cannot be terminated from the Section 8 program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

### **Reasons You Can Be Evicted**

You can be evicted and your rental assistance can be terminated if the housing authority or your landlord can show there is an *actual* and *imminent* (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the domestic violence, dating violence, or stalking committed against you. The housing authority and your landlord cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

### **Removing the Abuser from the Household**

Your landlord may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the assisted unit. Also, the housing authority can terminate the abuser's Section 8 rental assistance while allowing you to continue to receive assistance. If the landlord or housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.

### **Moving to Protect Your Safety**

The housing authority may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligations in the housing choice voucher program. The housing authority may ask you to provide proof that you are moving because of incidences of abuse.

## **Proving that You Are a Victim of Domestic Violence, Dating Violence, or Stalking**

The housing authority and your landlord can ask you to prove or “certify” that you are a victim of domestic violence, dating violence, or stalking. The housing authority you’re your landlord must give you at least 14 business days (i.e. Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority and your landlord are free to extend the deadline.

There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the housing authority or your landlord. The form will ask for your name, the name of your abuser, the abuser’s relationship to you, the date, time, and location of the incident of violence, and a description of the violence.
- Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing “under penalty of perjury.”
- Provide a police or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the landlord may evict you, and the housing authority may terminate your rental assistance.

### **Confidentiality**

The housing authority and your landlord must keep confidential any information you provide about the violence against you, unless:

You give written permission to the housing authority or your landlord to release the information.

Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.

A law requires the housing authority or your landlord to release the information.

If release of the information would put your safety at risk, you should inform the housing authority and your landlord.

### **VAWA and Other Laws**

VAWA does not limit the housing authority’s or your landlord’s duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

## **For Additional Information**

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

## **Definitions**

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

A current or former spouse of the victim

A person with whom the victim shares a child in common

A person who is cohabitating with or has cohabitated with the victim as a spouse

A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies

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

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

The length of the relationship

The type of relationship

The frequency of interaction between the persons involved in the relationship VAWA defines *stalking* as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person.

## **EXHIBIT 2. SAMPLE NOTICE TO HOUSING CHOICE VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

*This sample notice was adapted from a notice prepared by the National Housing Law Project.*

A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence against Women Act, or “VAWA.” This notice explains your obligations under VAWA.

### **Protections for Victims**

You cannot refuse to rent to an applicant solely because he or she is a victim of domestic violence, dating violence, or stalking.

You cannot evict a tenant who is the victim of domestic violence, dating violence, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

### **Permissible Evictions**

You can evict a victim of domestic violence, dating violence, or stalking if you can demonstrate that there is an *actual* or *imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, or stalking. You cannot hold a victim of domestic violence, dating violence, or stalking to a more demanding standard than tenants who are not victims.

### **Removing the Abuser from the Household**

You may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants’ rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

### **Certification of Domestic Violence, Dating Violence, or Stalking**

If a tenant asserts VAWA’s protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, or stalking. You are not required to demand official documentation and may rely upon the victim’s statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

By completing a HUD-approved certification form. The most recent form is HUD-50066. This form is available at the housing authority, or online at [www.hudclips.org](http://www.hudclips.org).

By providing a statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, or stalking.

The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.

By providing a police or court record, such as a protective order.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

### **Confidentiality**

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

The tenant provides written permission releasing the information.

The information is required for use in an eviction proceeding, such as to evict the abuser.

Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

### **VAWA and Other Laws**

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

### **Additional Information**

HUD Notice PIH 2006-42 contains detailed information regarding VAWA's certification requirements. The notice is available at <http://www.hud.gov/offices/adm/hudclips/>.

## Definitions

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

A current or former spouse of the victim

A person with whom the victim shares a child in common

A person who is cohabitating with or has cohabitated with the victim as a spouse

A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies

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

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

The length of the relationship

The type of relationship

The frequency of interaction between the persons involved in the relationship

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

**Attachment C**  
**Financial**  
**Resources**

### Attachment C

<b>Financial Resources: Planned Sources and Uses</b>		
<b>Sources</b>	<b>Planned \$</b>	<b>Planned Uses</b>
<b>1. Federal Grants</b>		
a) Public Housing Operating Fund Subsidy	6,800,000	
b) Public Housing Capital Fund	3,411,891	
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Section 8 Tenant-Based Assistance	47,000,000	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	45,000	
h) Community Development Block Grant	0	
i) HOME	45,509	
<b>Other Federal Grants (list below)</b>		
<b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>		
Capital Fund (RHF)	1,866,472	Public Housing Capital Needs
Resident Opportunity and Self-Sufficiency Grant	172,763	Public Housing Supportive Services
a) Department of Justice-COPS Hiring	158,409	Public Housing Crime Prevention
b) Department of Justice-COPS Technology	276,740	Public Housing Crime Prevention
<b>3. Public Housing Dwelling Rental Income</b>		
	3,600,000	Public Housing Operations
<b>4. Other income (list below)</b>		
<b>5. Non-federal sources (list below)</b>		
<b>Total resources</b>		
	63,376,784	

**ATTACHMENT D**

**Rent Determination**

## Attachment D

### RENT DETERMINATION:

#### Public Housing: Income Based Rent Policy

IHA employs discretionary policies for determining income-based rent, with a minimum rent of \$50, and has adopted a minimum rent hardship exemption policy, which are contained in the agency's Admission and Continued Occupancy Policy.

#### Public Housing: Flat Rent Policy

To establish comparability in setting market-based flat rents, IHA used the following sources of information: Section 8 rent reasonableness study of comparable housing; survey of rents in local newspapers; and survey of similar unassisted living units in the neighborhood.

1 BR - \$425 386.00  
2 BR - \$510 473.00  
3 BR - \$610 569.00  
4 BR - \$710 682.00  
5 BR - \$750 732.00

#### Section 8 Tenant-Based Assistance: Payment Standards

IHA's payment voucher payment standard is 100% of FMR, which is both a reflection of the market and an opportunity to increase housing options for families. Payment standards are periodically reviewed, with assessment of the adequacy of the payment standard based on the success rates of assisted families; rent burdens of assisted families; and the utilization of funds and baseline units.

IHA's minimum rent for the Housing Choice Voucher Program is \$50.

#### EXEMPTIONS FROM THE MINIMUM RENT REQUIREMENT:

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

Only the following situations shall qualify for the exemption:

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

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

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

If a family requests the hardship exemption, application of the minimum rent hardship will be suspended beginning the month following the family's written hardship request. During suspension, the minimum rent will be included in the family's Total Tenant Payment (TTP) and the housing assistance payment will be increased accordingly.

IHA will determine if the hardship is temporary or long-term. This determination will be based on the information and documentation provided by the family.

## RENT DETERMINATION

Page 2

Attachment D

### MINIMUM RENT HARDSHIPS:

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

**Long-term Hardship:** If the hardship is determined to be long-term, that will extend beyond a 90-day period, documentation regarding the reasons to substantiate the long-term hardship will be required. A statement from either a medical provider or other documentation that IHA considers to be sufficient will be required. If IHA determines that there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. Repayment of the minimum rent is not required as long as the family has complied with the

Family Obligations of reporting information. At each annual reexamination, the family's eligibility for financial hardship exemption will be reviewed.

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

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

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

Attachment E

Plan Elements

## Plan Elements Attachment E

### 6.1 Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.

#### **Public Housing Eligibility**

IHA verifies eligibility for admission to public housing at the point of application and/or within 7 to 14 days from when a family is offered a public housing unit. Non-income screening factors used to establish eligibility for admission to public housing include: criminal or drug-related activity; rental history; housekeeping (Concord/Eagle Creek, Red Maple Grove, Georgetown); and credit history/debt owed to IHA. IHA also requests criminal records from local law enforcement agencies for screening purposes only.

#### **Public Housing Wait List Organization**

IHA uses site-base waiting lists—interested persons may apply for admission to public housing at the respective site management offices. Families may be on more than one waiting list simultaneously. Interested persons can obtain site location and management contact information from the IHA administrative office or the agency's website: [www.indyhousing.org](http://www.indyhousing.org). Applicants will be given two vacant unit choices before they are moved to the bottom of a waiting list or are altogether removed from the list

#### **Public Housing Admissions Preferences**

Transfer policy: Emergency circumstances, medical justifications, administrative reasons determined by IHA (i.e. modernization work), and disaster-affected families receiving public housing assistance will take precedence over new admissions  
Admissions preferences: Involuntary displacement; working families or those unable to work because of age or disability, those enrolled currently (or previously enrolled) in educational, training, or upward mobility programs; disaster-affected families receiving public housing assistance; and (*Barton Towers preference only*) Midtown Mental Health clients will be referred by caseworkers to reside at Barton Towers in accordance with the MOA between IHA and Health and Hospital Corporation.

#### **Admissions and Continued Occupancy Policy (ACOP):**

See attachment A.

**Section 8 Administration:** See attachment B..

**6.2 Financial Resources:** See attachment C.

**6.3 Rent Determination** See attachment D.

**6.4 Operations and Management:** Contained in Agency's Risk Control Plan, Section 6.

### 6.5 Grievance Procedures

For residents of public housing, IHA has established written grievance procedures—which are contained in the agency's Admissions and Continued Occupancy Policy—in addition to federal requirements found at 24 CFR Part 966, Subpart B. Residents or applicants to public housing should contact the appropriate public housing community's management office to initiate the grievance process.

IHA does not have an informal review process for applicants to the Section 8 tenant-based assistance program or an informal hearing procedure for families assisted by the Section 8 program. The agency is governed by the federal requirements found at 24 CFR 982. Applicants or assisted families should contact IHA's administrative office for more information.

### 6.6 Designated Housing for Elderly and Disabled Families

Indiana Avenue Apartments (IN017-027), designated as occupancy by elderly only, application approved, effective March 30, 2009 (five-year designation), 105 units affected.

**6.7 Community Service and Self-Sufficiency:** See separate attachments: Community Service Policies & Procedure and Family Self-Sufficiency Action Plan for Public Housing.

### 6.8 Safety and Crime Prevention

High incidence of violent and/or drug-related crime in some public housing developments and areas surrounding or adjacent to those developments has led to the need for increased measures to ensure the safety of public housing residents. Information leading to this assessment was gathered from a variety of sources: crime statistics, resident reports, IHA staff reports, and local law enforcement. Communities most affected include Lugar Tower, Laurelwood, Twin Hills, Rowney Terrace, Blackburn Terrace, Beechwood Gardens and Hawthorne Place.

### **6.9 Pets**

IHA has an established pet policy lease addendum, the purpose of which is to establish reasonable requirements and guidelines for pet ownership for family and elderly communities. The lease addendum is available as a separate document.

### **6.10 Civil Rights Certifications**

It is the policy of IHA to comply with all applicable laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable State laws or local ordinances and any legislation protecting the individual rights of tenants, applicants or staff that may subsequently be enacted. (24 CFR § 100.5). IHA will provide Federal/State/local information to public housing residents if they believe they have been discriminated against.

IHA assured elements of its Plan were consistent with elements contained in the Consolidated Plan and is always a willing partner in preparing the Consolidated Plan.

### **6.11 Fiscal Year Audit**

Results of the IHA's most recent fiscal year audit are available from the Finance Department.

### **6.12 Asset Management**

IHA has successfully adopted the five core elements of asset management: Project based funding, budgeting, accounting, management and oversight and performance. IHA is committed to enhancing the character and quality of affordable housing communities in Indianapolis, diversifying financial investments made in the development and operation of these communities, and improving human capital investments made in the residents of these communities through expanded services and opportunities. IHA owns and manages 13 communities totaling 1,788 units of affordable housing, that have been subject to physical needs assessments (PNA) performed by independent firms. Using a mixed-finance approach, IHA will use the information from the PNA to invest in the physical aspects of the properties which is key to IHA's asset management and its ability to provide quality, affordable housing opportunities now and in the future.

### **6.13 Violence Against Women Act (VAWA)**

IHA has established policies regarding Violence Against Women.

Overview of Housing Provisions: Violence Against Women Act (VAWA)

### **NOTIFICATION REGARDING APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2005 (VAWA)**

The Violence Against Women Reauthorization Act of 2005 (VAWA) requires PHAs to inform assisted tenants of their rights under this law, including their right to confidentiality and the limits thereof. Since VAWA provides protections for applicants as well as tenants, PHAs may elect to provide the same information to applicants. VAWA also requires PHAs to inform owners and managers of their obligations under this law.

This part describes the steps that the IHA will take to ensure that all actual and potential beneficiaries of its housing choice voucher program are notified about their rights and those owners and managers are notified of their obligations under VAWA.

#### IHA Policy

The IHA will post the following information regarding VAWA in its offices and on its Web site. It will also make the information readily available upon requests.

A summary of the rights and protections provided by VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, or stalking (see sample notices in Exhibits 1 and 2)

The definitions of *domestic violence*, *dating violence*, and *stalking* provided in VAWA (included in Exhibits 1 and 2)

An explanation of the documentation that the IHA may require from an individual who claims the protections provided by VAWA (included in Exhibits)

A copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, or Stalking

A statement of the IHA's obligation to keep confidential any information that it receives from a victim unless (a) the IHA has the victim's written permission to release the information, (b) it needs to use the information in an eviction proceeding, or (c) it is compelled by law to release the information (included in Exhibits)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits)

Contact information for local victim advocacy groups or service providers.

#### **A. NOTIFICATION TO PARTICIPANTS**

VAWA requires PHAs to notify HCV program participants of their rights under this law, including their right to confidentiality and the limits thereof.

##### IHA Policy

The IHA will provide all participants with notification of their protections and rights under VAWA at the time of admission and at annual reexamination.

The notice will explain the protections afforded under the law, inform the participant of IHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The IHA will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA (see Section 16).

#### **B. NOTIFICATION TO APPLICANTS**

##### IHA Policy

The IHA will provide all applicants with notification of their protections and rights under VAWA at the time they request an application for housing assistance.

The notice will explain the protections afforded under the law, inform each applicant of IHA confidentiality requirements, and provide contact information for local victim advocacy groups or service providers.

The IHA will also include in all notices of denial a statement explaining the protection against denial provided by VAWA (see section 6).

#### **C. NOTIFICATION TO OWNERS AND MANAGERS**

VAWA requires PHA's to notify owners and managers of their rights and responsibilities under this law.

##### IHA Policy

Inform property owners and managers of their screening and termination responsibilities related to VAWA. The IHA may utilize any or all of the following means to notify owners of their VAWA responsibilities:

As appropriate in day to day interactions with owners and managers.

Inserts in HAP payments, 1099s, owner workshops, classes, orientations, and/or newsletters.

Signs in the IHA lobby and/or mass mailings which include model VAWA certification forms

#### **EXHIBIT 1. SAMPLE NOTICE TO HOUSING CHOICE VOUCHER APPLICANTS AND TENANTS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

*This sample notice was adapted from a notice prepared by the National Housing Law Project.*

A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your rights under VAWA.

## **Protections for Victims**

If you are eligible for a Section 8 voucher, the housing authority cannot deny you rental assistance solely because you are a victim of domestic violence, dating violence, or stalking.

If you are the victim of domestic violence, dating violence, or stalking, you cannot be terminated from the Section 8 program or evicted based on acts or threats of violence committed against you. Also, criminal acts directly related to the domestic violence, dating violence, or stalking that are caused by a member of your household or a guest can't be the reason for evicting you or terminating your rental assistance if you were the victim of the abuse.

## **Reasons You Can Be Evicted**

You can be evicted and your rental assistance can be terminated if the housing authority or your landlord can show there is an *actual and imminent* (immediate) threat to other tenants or employees at the property if you remain in your housing. Also, you can be evicted and your rental assistance can be terminated for serious or repeated lease violations that are not related to the domestic violence, dating violence, or stalking committed against you. The housing authority and your landlord cannot hold you to a more demanding set of rules than it applies to tenants who are not victims.

## **Removing the Abuser from the Household**

Your landlord may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the assisted unit. Also, the housing authority can terminate the abuser's Section 8 rental assistance while allowing you to continue to receive assistance. If the landlord or housing authority chooses to remove the abuser, it may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, your landlord must follow federal, state, and local eviction procedures.

## **Moving to Protect Your Safety**

The housing authority may permit you to move and still keep your rental assistance, even if your current lease has not yet expired. The housing authority may require that you be current on your rent or other obligations in the housing choice voucher program. The housing authority may ask you to provide proof that you are moving because of incidences of abuse.

## **Proving that You Are a Victim of Domestic Violence, Dating Violence, or Stalking**

The housing authority and your landlord can ask you to prove or "certify" that you are a victim of domestic violence, dating violence, or stalking. The housing authority and your landlord must give you at least 14 business days (i.e. Saturdays, Sundays, and holidays do not count) to provide this proof. The housing authority and your landlord are free to extend the deadline.

There are three ways you can prove that you are a victim:

- Complete the certification form given to you by the housing authority or your landlord. The form will ask for your name, the name of your abuser, the abuser's relationship to you, the date, time, and location of the incident of violence, and a description of the violence.
- Provide a statement from a victim service provider, attorney, or medical professional who has helped you address incidents of domestic violence, dating violence, or stalking. The professional must state that he or she believes that the incidents of abuse are real. Both you and the professional must sign the statement, and both of you must state that you are signing "under penalty of perjury."
- Provide a police or court record, such as a protective order.

If you fail to provide one of these documents within the required time, the landlord may evict you, and the housing authority may terminate your rental assistance.

## **Confidentiality**

The housing authority and your landlord must keep confidential any information you provide about the violence against you, unless:

You give written permission to the housing authority or your landlord to release the information.

Your landlord needs to use the information in an eviction proceeding, such as to evict your abuser.

A law requires the housing authority or your landlord to release the information.

If release of the information would put your safety at risk, you should inform the housing authority and your landlord.

### **VAWA and Other Laws**

VAWA does not limit the housing authority's or your landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

### **For Additional Information**

For help and advice on escaping an abusive relationship, call the National Domestic Violence Hotline at 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY).

### **Definitions**

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

A current or former spouse of the victim

A person with whom the victim shares a child in common

A person who is cohabitating with or has cohabitated with the victim as a spouse

A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies

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

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

The length of the relationship

The type of relationship

The frequency of interaction between the persons involved in the relationship VAWA defines *stalking* as (A)(i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person OR (ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person AND (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person, or (iii) the spouse or intimate partner of that person

### **EXHIBIT 2. SAMPLE NOTICE TO HOUSING CHOICE VOUCHER OWNERS AND MANAGERS REGARDING THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

*This sample notice was adapted from a notice prepared by the National Housing Law Project.*

A federal law that went into effect in 2006 protects individuals who are victims of domestic violence, dating violence, and stalking. The name of the law is the Violence against Women Act, or "VAWA." This notice explains your obligations under VAWA.

### **Protections for Victims**

You cannot refuse to rent to an applicant solely because he or she is a victim of domestic violence, dating violence, or stalking.

You cannot evict a tenant who is the victim of domestic violence, dating violence, or stalking based on acts or threats of violence committed against the victim. Also, criminal acts directly related to the domestic violence, dating violence, or stalking that are caused by a household member or guest cannot be cause for evicting the victim of the abuse.

### **Permissible Evictions**

You can evict a victim of domestic violence, dating violence, or stalking if you can demonstrate that there is an *actual or imminent* (immediate) threat to other tenants or employees at the property if the victim is not evicted. Also, you may evict a victim for serious or repeated lease violations that are not related to the domestic violence, dating violence, or stalking. You cannot hold a victim of domestic violence, dating violence, or stalking to a more demanding standard than tenants who are not victims.

### **Removing the Abuser from the Household**

You may split the lease to evict a tenant who has committed criminal acts of violence against family members or others, while allowing the victim and other household members to stay in the unit. If you choose to remove the abuser, you may not take away the remaining tenants' rights to the unit or otherwise punish the remaining tenants. In removing the abuser from the household, you must follow federal, state, and local eviction procedures.

### **Certification of Domestic Violence, Dating Violence, or Stalking**

If a tenant asserts VAWA's protections, you can ask the tenant to certify that he or she is a victim of domestic violence, dating violence, or stalking. You are not required to demand official documentation and may rely upon the victim's statement alone. If you choose to request certification, you must do so in writing and give the tenant at least 14 business days to provide documentation. You are free to extend this deadline. A tenant can certify that he or she is a victim by providing any one of the following three documents:

By completing a HUD-approved certification form. The most recent form is HUD-50066. This form is available at the housing authority, or online at [www.hudclips.org](http://www.hudclips.org).

By providing a statement from a victim service provider, attorney, or medical professional who has helped the victim address incidents of domestic violence, dating violence, or stalking.

The professional must state that he or she believes that the incidents of abuse are real. Both the victim and the professional must sign the statement under penalty of perjury.

By providing a police or court record, such as a protective order.

If the tenant fails to provide one of these documents within 14 business days, you may evict the tenant if authorized by otherwise applicable law and lease provisions.

### **Confidentiality**

You must keep confidential any information a tenant provides to certify that he or she is a victim of domestic violence, dating violence, or stalking. You cannot enter the information into a shared database or reveal it to outside entities unless:

The tenant provides written permission releasing the information.

The information is required for use in an eviction proceeding, such as to evict the abuser.

Release of the information is otherwise required by law.

The victim should inform you if the release of the information would put his or her safety at risk.

### **VAWA and Other Laws**

VAWA does not limit your obligation to honor court orders regarding access to or control of the property. This includes orders issued to protect the victim and orders dividing property among household members in cases where a family breaks up.

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, or stalking.

## **Additional Information**

HUD Notice PIH 2006-42 contains detailed information regarding VAWA's certification requirements. The notice is available at <http://www.hud.gov/offices/adm/hudclips/>.

## **Definitions**

For purposes of determining whether a tenant may be covered by VAWA, the following list of definitions applies:

VAWA defines *domestic violence* to include felony or misdemeanor crimes of violence committed by any of the following:

A current or former spouse of the victim

A person with whom the victim shares a child in common

A person who is cohabitating with or has cohabitated with the victim as a spouse

A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies

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

VAWA defines *dating violence* as violence committed by a person (1) who is or has been in a social relationship of a romantic or intimate nature with the victim AND (2) where the existence of such a relationship shall be determined based on a consideration of the following factors:

The length of the relationship

The type of relationship

The frequency of interaction between the persons involved in the relationship

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

**Attachment F**

**Capital Fund Program  
Annual Statement / Performance and Evaluation Report**

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

<b>Part I: Summary</b>		<b>FFY of Grant: 2007</b>	
PHA Name: INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian St. Indianapolis, IN 46202		Grant Type and Number Capital Fund Program Grant No: IN36P017501-07 Replacement Housing Factor Grant No: Date of CFFP:	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011		<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	

Line	Summary by Development Account	Original	Total Estimated Cost Revised <sup>2</sup>	Obligated	Total Actual Cost <sup>1</sup> Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	567,794	567,794	567,794	567,794
3	1408 Management Improvements	30,000	30,000	30,000	18,570.27
4	1410 Administration (may not exceed 10% of line 21)	283,897.06	283,897.06	283,897.06	283,897.06
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	120,000	120,000	120,000	120,000
8	1440 Site Acquisition				
9	1450 Site Improvement	204,000	204,000	204,000	204,000
10	1460 Dwelling Structures	1,141,596	1,141,596	1,141,596	1,141,596
11	1465.1 Dwelling Equipment—None expendable				
12	1470 Non-dwelling Structures	28,349	28,349	28,349	28,349
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> 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

<b>Part I: Summary</b>		<b>FFY of Grant: 2007</b>	
<b>PHA Name:</b> INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian St. Indianapolis, IN 46202	<b>Grant Type and Number</b> Capital Fund Program Grant No: IN36P017501-07 Replacement Housing Factor Grant No: Date of CFFP: 46202	<b>FFY of Grant Approval: 2007</b>	

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

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	463,333.94	463,333.94	463,333.94	463,333.94
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	2,838,970	2,838,970	2,838,970	2,824,240.27
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 <i>[Signature]</i>		Date <i>10/17/14</i>	Signature of Public Housing Director		Date

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> 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

<b>Part I: Summary</b>					
PHA Name: INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian St. Indianapolis, IN 46202		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R017502-07 Date of CFFP:		FFY of Grant: 2007 FFY of Grant Approval: 2007 FUND 724	

Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Obligated	Total Actual Cost <sup>1</sup> Expended
				Original	Revised <sup>2</sup>		
1	Total non-CFF Funds						
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>						
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						
11	1465.1 Dwelling Equipment—Nonexpendable						
12	1470 Non-dwelling Structures						
13	1475 Non-dwelling Equipment						
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs						
17	1499 Development Activities <sup>4</sup>			323,981	323,981	323,981	299,186.09

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
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Type of Grant  
 Original Annual Statement       Reserve for Disasters/Emergencies  
 Performance and Evaluation Report for Period Ending: 7/31/2011       Revised Annual Statement (revision no: )  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	323,981	323,981	323,981	299,186.09
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				
<b>Signature of Executive Director</b> <i>[Signature]</i>		<b>Date</b> <i>10/17/10</i>	<b>Signature of Public Housing Director</b>		<b>Date</b>

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> 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  
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 Expires 4/30/2011

<b>Part I: Summary</b>		<b>FFY of Grant: 2008</b>	
PHA Name: INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian St. Indianapolis, IN 46202		Grant Type and Number Capital Fund Program Grant No. IN36P017501-08 Replacement Housing Factor Grant No: Date of CFFP:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011		<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	

Line	Summary by Development Account	Original	Total Estimated Cost	Obligated	Total Actual Cost <sup>1</sup>	Expended
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	576,302	576,302	576,302	576,302	576,302
3	1408 Management Improvements	30,000	30,000	30,000	23,240.08	23,240.08
4	1410 Administration (may not exceed 10% of line 21)	288,151	288,151	288,151	288,151	288,151
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs	527,890	527,890	527,890	468071.51	468071.51
8	1440 Site Acquisition					
9	1450 Site Improvement	1,650	1,650	1,650	1,650	1,650
10	1460 Dwelling Structures	1,387,520	1,387,520	1,387,520	1,387,520	1,387,520
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs	70,000	70,000	70,000	69,314.24	69,314.24
17	1499 Development Activities <sup>4</sup>					

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



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 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
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U.S. Department of Housing and Urban Development  
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<b>Part I: Summary</b>		<b>FFY of Grant: 2008</b>	
<b>PHA Name:</b> INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian St. Indianapolis, IN 46202	<b>Grant Type and Number</b> Capital Fund Program Grant No: IN36P017501-08 Replacement Housing Factor Grant No: Date of CFPP:	<b>FFY of Grant Approval: 2008</b>	

<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011 <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report			
<b>Type of Grant</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>	<b>Total Actual Cost<sup>1</sup></b>
		<b>Original</b>	<b>Revised<sup>2</sup></b>
		<b>Obligated</b>	<b>Expended</b>
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	2,881,513	2,881,513
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		
<b>Signature of Executive Director</b> <i>[Signature]</i>		<b>Date</b> 10/17/11	<b>Signature of Public Housing Director</b>
			<b>Date</b>

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFPP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

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U.S. Department of Housing and Urban Development  
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Part II: Supporting Pages

PHA Name:  
 INDIANAPOLIS HOUSING AGENCY  
 1919 N. Meridian St.  
 Indianapolis, IN 46202

Grant Type and Number  
 Capital Fund Program Grant No: IN36P017501-08  
 CFFP (Yes/No): No  
 Replacement Housing Factor Grant No:

Federal FFY of Grant: 2008

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 <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
HA-Wide	Operations	1406		576,302	576,302	576,302	576,302	
HA-Wide	Management Improvements	1408		30,000	30,000	30,000	23,240.08	
HA-Wide	Administration	1410		288,151	288,151	288,151	288,151	
013-Blackburn, 010- Twin Hills, 019- Laurelwood, 021- Rowney	Predevelopment - Legal & Consulting, Tax Credit & Mixed-Finance	1430		327,890	327,890	327,890	268,071.51	
021-Rowney	Tax Credit Reservation Fees - Predevelopment	1430		50,000	50,000	50,000	50,000	
019-Laurelwood	Tax Credit Reservation Fees - Predevelopment	1430		50,000	50,000	50,000	50,000	
010-Twin Hills	Tax Credit Reservation Fees - Predevelopment	1430		50,000	50,000	50,000	50,000	
013-Blackburn	Tax Credit Reservation Fees - Predevelopment	1430		50,000	50,000	50,000	50,000	
022-Lugar	Site Improvements - Not Predevelopment	1450		1,650	1,650	1,650	1,650	
013-Blackburn	Upgrading HVAC systems, upgrading natural gas systems to provide for individual metering, improving energy efficiency, upgrading unit interiors, rehabilitating residential kitchens and restrooms and replacing domestic water systems - Not Predevelopment	1460		1,282,062	1,282,062	1,282,062	1,282,062	
013-Blackburn	Dwelling Structures - Not Predevelopment	1460		105,458	105,458	105,458	105,458	
019-Laurelwood	Relocation - Predevelopment	1495		30,000	30,000	30,000	29,770	









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<b>Part I: Summary</b>					
PHA Name: INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian St. Indianapolis, IN 46202		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R017501-08 Date of CFFP:		FFY of Grant: 2008 FFY of Grant Approval: 2008 FUND 726	

Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011	Reserve for Disasters/Emergencies <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Obligated	Total Actual Cost <sup>1</sup>	
			Original	Revised <sup>2</sup>		Expended	
1	Total non-CFF Funds						
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>						
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						
11	1465.1 Dwelling Equipment—Nonependable						
12	1470 Non-dwelling Structures						
13	1475 Non-dwelling Equipment						
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs						
17	1499 Development Activities <sup>4</sup>		394,940	394,940	394,940	267,341.17	

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



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 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
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U.S. Department of Housing and Urban Development  
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<b>Part I: Summary</b>		<b>FFY of Grant: 2008</b>	
<b>PHA Name:</b> INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian St. Indianapolis, IN 46202	<b>Grant Type and Number</b> Capital Fund Program Grant No: 1 Replacement Housing Factor Grant No: N36R017501-08 Date of CRFP:	<b>FUND 726</b> FFY of Grant Approval: 2008	

Type of Grant  Original Annual Statement  Reserve for Disasters/Emergencies  Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: 7/31/2011  Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	394,940	394,940	394,940	267,341.17
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 <i>RMS</i>		Date 10/19/11	Signature of Public Housing Director		Date

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CRP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.









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<b>Part I: Summary</b>					
PHA Name: INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian St. Indianapolis, IN 46202		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R017502-08 Date of CFPP:		FFY of Grant: 2008 FFY of Grant Approval: 2008 FUND 727	

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011	Summary by Development Account	<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report		Total Actual Cost <sup>1</sup>
			Original	Total Estimated Cost Revised <sup>2</sup>	
1		Total non-CFP Funds			
2		1406 Operations (may not exceed 20% of line 21) <sup>3</sup>			
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			
11		1465.1 Dwelling Equipment—Nonexpendable			
12		1470 Non-dwelling Structures			
13		1475 Non-dwelling Equipment			
14		1485 Demolition			
15		1492 Moving to Work Demonstration			
16		1495.1 Relocation Costs			
17		1499 Development Activities <sup>4</sup>	724,676	724,676	724,676
			724,676	724,676	276,296.19

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



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<b>Part I: Summary</b>		FFY of Grant: 2008	
PHA Name: INDIANAPOLIS HOUSING AGENCY 1919 N. Meridian St. Indianapolis, IN 46202		Grant Type and Number: Capital Fund Program Grant No: IN36R017502-08 Replacement Housing Factor Grant No: IN36R017502-08 Date of CFFP:	
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 type="checkbox"/> Final Performance and Evaluation Report		FFY of Grant Approval: 2008 FUND 727	

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	724,676	724,676	724,676	276,296.19
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 <i>R B S</i>		Date	Signature of Public Housing Director		Date
		10/1/11			

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.











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**Part I: Summary**

PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: IN36S017501-09 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009 Fund 728
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Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2010	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no:3 ) <input type="checkbox"/> Final Performance and Evaluation Report		Obligated	Total Actual Cost <sup>1</sup> Expended
			Original	Revised <sup>2</sup>		
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>					
3	1408 Management Improvements		400,000	0		
4	1410 Administration (may not exceed 10% of line 21)		250,000	250,000		250,000
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs		300,000	550,000		541,964.87
8	1440 Site Acquisition					
9	1450 Site Improvement		500,000	200,000		200,000
10	1460 Dwelling Structures		3,614,639	4,014,639		4,014,639
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs		0	50,000		50,000
17	1499 Development Activities <sup>4</sup>					

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
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U.S. Department of Housing and Urban Development  
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<b>Part I: Summary</b>		FFY of Grant: 2009	
PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: IN36S017501-09 Replacement Housing Factor Grant No: Date of CFPP:	FFY of Grant Approval: 2009	

<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 3 ) <input type="checkbox"/> Final Performance and Evaluation Report	
Performance and Evaluation Report for Period Ending: 7/31/2010			
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost <sup>1</sup>
		Original	Revised <sup>2</sup>
18a	1501 Collateralization or Debt Service paid by the PHA		Obligated
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		Expended
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	5,064,639	5,064,639
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	200,000	0
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director 		Date 10/17/10	Signature of Public Housing Director
			Date

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

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 Capital Fund Financing Program

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Part II: Supporting Pages

PHA Name: Indianapolis Housing Agency

Grant Type and Number  
 Capital Fund Program Grant No: IN36S017501-09  
 CFPP (Yes/No): 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 Original	Revised <sup>1</sup>	Total Actual Cost Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	Status of Work
007-Barton Tower 020-Barton Annex 022-Lugar Tower 027-Indiana Avenue	Management Improvements-Security (may include but not limited to law enforcement foot patrol and electronic security); Resident Services (may include but not limited to resident debt & budget counseling, job training & placement)	1408		400,000	0			
PHA-Wide	Grant Administration	1410		250,000	250,000	250,000	250,000	250,000
PHA-Wide	Fees and costs, including architecture & engineering	1430		300,000				
010-Twin Hills 013-Blackburn Terrace	Pre-Development- Legal & Consulting Tax Credit	1430			80,000	80,000	80,000	71,964.87
019-I-Laurelwood 021-Rowney Terrace	Pre-Development- Legal & Consulting Mixed-Finance	1430			130,000	130,000	130,000	130,000
010-Twin Hills 013-Blackburn	Pre-Development-Architecture & Engineering Pre-Construction Services	1430			72,500	72,500	72,500	72,500
019-I-Laurelwood 021-Rowney Terrace	Pre-Development-Architecture & Engineering Pre-Construction Services	1430			59,850	59,850	59,850	59,850
017-Hawthorne 018-Beechwood	Pre-Development-Architecture & Engineering Pre-Construction Services	1430			23,200	23,200	23,200	23,200
010-Twin Hills, 013- Blackburn, 017- Hawthorne, 018- Beechwood, 019- Laurelwood, 021- Rowney Terrace	Pre-Development-Architecture & Engineering, Accounting & Audit, Environmental, Legal & Consulting, Title & Recording, Survey	1430			184,450	184,450	184,450	184,450

PHA-Wide	Site Improvement- (may include but not limited to landscaping, signage, asphalt, and curb appeal improvements)	1450		500,000	0							
019-Laurelwood	2009Site Work- Not Predevelopment	1450		0	200,000							200,000
	2009 Site Work- Not Predevelopment	1450		0								
PHA-Wide	Dwelling Structures- (work will conform to approved 5-year and annual plan)			3,614,639								
013-Blackburn	Upgrading HVAC systems, upgrading natural gas systems to provide for individual metering, improving energy efficiency, upgrading unit interiors, rehabilitating residential kitchens and restrooms and replacing domestic water systems	1460		0	1,695,332							1,695,332
019-Laurelwood	Upgrading HVAC systems, upgrading electrical systems, upgrading natural gas systems to provide for individual metering, improving energy efficiency, upgrading unit interiors, rehabilitating residential restrooms & kitchens, replacing plumbing and improvements to storm drain systems	1460		0	2,319,307							2,319,307
019-Laurelwood, 021-Rowney, 010-Twin Hills, 013-Blackburn	Relocation- Pre development	1495			50,000							50,000

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement

<sup>2</sup> To be completed for the Performance and Evaluation Report







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 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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<b>Part I: Summary</b>		<b>FFY of Grant: 2009</b>	
PHA Name: Indianapolis Housing Agency 1919 N. Meridian St. Indianapolis, IN 46202		Grant Type and Number Capital Fund Program Grant No: IN01780000109T Replacement Housing Factor Grant No: Date of CFFP:	
		FFY of Grant Approval: 2009 FUND 729	

Line	Type of Grant	<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011		<input checked="" type="checkbox"/> Revised Annual Statement (revision no:3 ) <input type="checkbox"/> Final Performance and Evaluation Report		Total Actual Cost <sup>1</sup>
		Summary by Development Account	Original	Total Estimated Cost Revised <sup>2</sup>	Obligated	
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>					
3	1408 Management Improvements					
4	1410 Administration (may not exceed 10% of line 21)		400,000	839,316.00	839,316.00	282,904.45
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs		2,175,000	1,784,580.14	1,784,580.14	1,784,580.14
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures					
11	1465 J Dwelling Equipment—Nonependable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495 J Relocation Costs					
17	1499 Development Activities <sup>4</sup>		6,011,000.00	5,866,563.86	5,866,563.86	3,834,548.55

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



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 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
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<b>Part I: Summary</b>		FFY of Grant: 2009	
PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: IN017800001097 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval: 2009	

Type of Grant  
 Original Annual Statement  
 Performance and Evaluation Report for Period Ending: 7/31/2011  
 Reserve for Disasters/Emergencies  
 Revised Annual Statement (revision no: 2 )  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	8,586,000	8,490,460	8,490,460	5,902,033.14
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		Signature of Public Housing Director	
<i>[Signature]</i>		7/17/11			
				Date	

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.









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U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
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**Part I: Summary**

PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: IN36P01750109 Replacement Housing Factor Grant No: Date of CFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009 Fund 730
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Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 8/4/2011	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: 2 ) <input type="checkbox"/> Final Performance and Evaluation Report		Total Actual Cost <sup>1</sup>		
			Total Estimated Cost Original	Revised <sup>2</sup>		Obligated	Expended
1	Total non-CFP Funds						
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>		579,245	579,245	579,245	579,245	579,245
3	1408 Management Improvements		400,000	400,000	400,000	400,000	400,000
4	1410 Administration (may not exceed 10% of line 21)		289,623	289,623	289,623	289,623	289,623
5	1411 Audit						
6	1415 Liquidated Damages						
7	1430 Fees and Costs		477,867.00	525,251	525,521	509,243.12	509,243.12
8	1440 Site Acquisition						
9	1450 Site Improvement						
10	1460 Dwelling Structures		1,099,491.00	1,049,491	1,049,491	993,283.40	993,283.40
11	1465 I Dwelling Equipment—Nonependable						
12	1470 Non-dwelling Structures						
13	1475 Non-dwelling Equipment						
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495 I Relocation Costs		50,000	52,616	52,616	51,244.71	51,244.71
17	1499 Development Activities <sup>4</sup>						

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



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 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: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No.: IN36P01750109 Replacement Housing Factor Grant No.: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009
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Type of Grant  
 Original Annual Statement  
 Performance and Evaluation Report for Period Ending: 8/4/2011  
 Reserve for Disasters/Emergencies

Revised Annual Statement (revision no: 1 )  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Original	Total Estimated Cost	Revised <sup>2</sup>	Obligated	Total Actual Cost <sup>1</sup>	Expended
18a	1501 Collateralization or Debt Service paid by the PHA						
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment						
19	1502 Contingency (may not exceed 8% of line 20)						
20	Amount of Annual Grant: (sum of lines 2 - 19)		2,896,226		2,896,226		2,822,639.23
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		Signature of Public Housing Director		Date	

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFFP Grants for operations.  
<sup>4</sup> RHP funds shall be included here.

**Part II: Supporting Pages**

PHA Name: Indianapolis Housing Agency		Grant Type and Number Capital Fund Program Grant No: IN36P01750109 CFPP (Yes/No): No Replacement Housing Factor Grant No:		Federal FFY of Grant: 2009				Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost Original	Revised <sup>1</sup>	Total Actual Cost Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
(AMP) IN017000001	AMP Operating Expenses	1406		115,849	136,314	136,314	136,314	
(AMP) IN017000002	AMP Operating Expenses	1406		115,849	121,331	121,331	121,331	
(AMP) IN017000003	AMP Operating Expenses	1406		115,849	114,753	114,753	114,753	
(AMP) IN017000004	AMP Operating Expenses	1406		115,849	118,407	118,407	118,407	
(AMP) IN017000005	AMP Operating Expenses	1406		115,849	88,440	88,440	88,440	
(AMP) IN017000001	AMP Improvements / Security	1408		80,000	66,667	66,667	66,667	
(AMP) IN017000002	AMP Improvements / Security	1408		80,000	66,667	66,667	66,667	
(AMP) IN017000003	AMP Improvements / Security	1408		80,000	66,667	66,667	66,667	
(AMP) IN017000004	AMP Improvements / Security	1408		80,000	66,667	66,667	66,667	
(AMP) IN017000005	AMP Improvements / Security	1408		80,000	66,667	66,667	66,667	
(AMP) IN17000006P	AMP Improvements / Security	1408		0	66,665	66,665	66,665	
PHA-Wide	Administration	1410		289,623	289,623	289,623	289,623	
(AMP) IN017000004	Predevelopment Costs - Welcome Home Project	1430		296898	295,098	295,098	281,919.12	
022 - Lugar Tower	Predevelopment Costs - Welcome Home Project	1430		6929	6929	6929	4100	
007 - Barton Tower	Predevelopment Costs - Welcome Home Project	1430		163,416	212,600	212,600	212,600	
003-Blackburn	Predevelopment Costs - Welcome Home Project	1430		6499	6499	6499	6499	
005-Laurelwood	Predevelopment Costs - Welcome Home Proje	1430		4125	4125	4125	4125	

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement

<sup>2</sup> To be completed for the Performance and Evaluation Report



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U.S. Department of Housing and Urban Development  
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**Part III: Implementation Schedule for Capital Fund Financing Program**  
 PHA Name: Indianapolis Housing Agency

Federal FFY of Grant: 2009

Reasons for Revised Target Dates <sup>1</sup>

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)	Reasons for Revised Target Dates <sup>1</sup>		
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
(AMP) IN017000001	9/30/11		9/30/13		
(AMP) IN017000002					
(AMP) IN017000003					
(AMP) IN017000004					
(AMP) IN017000005					
[1406 - AMP Operations]					
(AMP) IN017000001	9/30/11		9/30/13		
(AMP) IN017000002					
(AMP) IN017000003					
(AMP) IN017000004					
(AMP) IN017000005					
[1408 - AMP Improvements / Security]					
PHA-Wide	9/30/11		9/30/13		
[1410 - Administration]					
(AMP) IN017000004	9/30/11		9/30/13		
007 Barton Tower					
022 Lugar Tower					
[1430 - Predevelopment Costs, Welcome Home Project]					
(AMP) IN017000003	9/30/11		9/30/13		
(AMP) IN017000005					





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<b>Part I: Summary</b>		<b>Grant Type and Number</b>	
PHA Name: Indianapolis Housing Agency		Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN3GR01750109 Date of CFFP:	
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011		<input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	

Line	Summary by Development Account	Original	Total Estimated Cost	Revised <sup>2</sup>	Obligated	Total Actual Cost <sup>1</sup>	Expended
1	Total non-CFP Funds						
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>						
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						
11	1465.1 Dwelling Equipment—Nonependable						
12	1470 Non-dwelling Structures						
13	1475 Non-dwelling Equipment						
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs						
17	1499 Development Activities <sup>4</sup>	347,559			347,559		0

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



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**Part I: Summary**

PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R01750109 Date of CFPP:	FFY of Grant: 2009 FFY of Grant Approval: 2009
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Type of Grant  
 Original Annual Statement  
 Reserve for Disasters/Emergencies  
 Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: 7/31/2011  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	347,559		347,559	0
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	Signature of Public Housing Director	Date
	10/17/11		

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFPP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.









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Part I: Summary

PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R01750209 Date of CFFP:	FY of Grant: 2009 FY of Grant Approval: 2009 732
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Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011	Reserve for Disasters/Emergencies <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1 ) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Obligated	Total Actual Cost <sup>1</sup> Expended
			Original	Revised <sup>2</sup>		
1	Total non-CFF Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>					
3	1408 Management Improvements					
4	1410 Administration (may not exceed 10% of line 21)		318,728	0	0	0
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures					
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities <sup>4</sup>		625,214	306,486	0	0

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



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<b>Part I: Summary</b>		FFY of Grant: 2009	
PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R01750209 Date of CFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009	

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	625,214	0	0	0
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		Signature of Public Housing Director	
<i>[Signature]</i>		<i>12/19/11</i>		<i>[Signature]</i>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.









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Part I: Summary

PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: IN01700000109E Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009 FUND 733
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Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011	<input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1 ) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost <sup>1</sup>
			Original	Revised <sup>2</sup>	
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	187,000	187,000	187,000	174,342.15
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs		219,706	219,706	219,706
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	1,683,000	1,427,590	1,427,590	1,417,456.64
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment		35,704	35,704	35,704
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



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<b>Part I: Summary</b>		PHA Name: Indianapolis Housing Agency Grant Type and Number: Capital Fund Program Grant No: IN01700000109E Replacement Housing Factor Grant No: _____ Date of CFFP: _____		FY of Grant: 2009 FY of Grant Approval: 2009	
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Type of Grant:  Original Annual Statement  Reserve for Disasters/Emergencies  Revised Annual Statement (revision no: 1 )

Performance and Evaluation Report for Period Ending: 7/31/2011  Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	1,870,000	1,870,000	1,870,000	1,847,208.79
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		Signature of Public Housing Director	
<i>RPA</i>		<i>10/17/11</i>			

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.









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Part I: Summary

PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: IN01700000209E Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009 734
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Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: 2 ) <input checked="" type="checkbox"/> Final Performance and Evaluation Report		Total Actual Cost <sup>1</sup> Expended
			Original	Revised <sup>2</sup>	
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)		187,000	187,000	53,313.43
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures		1,683,000	1,649,641	475,260.80
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment			33,359	33,359
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



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Part I: Summary

PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: IN01700000209E Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009
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Type of Grant  
 Original Annual Statement  
 Performance and Evaluation Report for Period Ending:

Reserve for Disasters/Emergencies  
 Revised Annual Statement (revision no: 2 )  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	1,870,000	1,870,000	1,870,000	561,933.22
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 *PA 9* Date *10/17/14* Signature of Public Housing Director \_\_\_\_\_ Date \_\_\_\_\_

<sup>1</sup> To be completed for the Performance and Evaluation Report  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> RHF funds shall be included here.









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Part I: Summary

PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No. IN01700000509R Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009 FUND 735
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Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement Performance and Evaluation Report for Period Ending: 7/31/2011 <input type="checkbox"/> Reserve for Disasters/Emergencies Summary by Development Account	Original	Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report		Total Actual Cost <sup>1</sup>
			Total Estimated Cost	Obligated	
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	374,000		374,000	374,000
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	3,366,000		3,366,000	3,366,000
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.



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U.S. Department of Housing and Urban Development  
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 Expires 4/30/2011

<b>Part I: Summary</b>		FFY of Grant: 2009	
PHA Name: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: IN01700000509R Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval: 2009	

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	3,740,000		3,740,000	3,740,000
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		Signature of Public Housing Director	

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFFP Grants for operations.  
<sup>4</sup> 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: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN036R017504-09 Date of CFPP:	FFY of Grant: 2009 FFY of Grant Approval: 2009 FUND 736
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Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report		Total Actual Cost <sup>1</sup> Expended
			Original	Revised <sup>2</sup>	
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
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				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>		73,525		73,525
					0

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> 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: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: IN36R017504-09 Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval: 2009
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Type of Grant  
 Original Annual Statement  
 Reserve for Disasters/Emergencies  
 Revised Annual Statement (revision no: )  
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	73,525		73,525	0
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		Signature of Public Housing Director	
		12/17/11			

<sup>1</sup> To be completed for the Performance and Evaluation Report  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFF Grants for operations.  
<sup>4</sup> 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 3/31/2014

<b>Part I: Summary</b>	<b>PHA Name:</b> <b>INDIANAPOLIS HOUSING AGENCY</b>	<b>Grant Type and Number:</b> Capital Fund Program Grant No: <b>IN36P01750111</b> Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2011</b> <b>FFY of Grant Approval: 2011</b>
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Type of Grant		<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Original	Revised <sup>2</sup>	Obligated	Total Estimated Cost	Total Actual Cost <sup>1</sup>	Expended
1	Total non-CFFP Funds						
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>	500,987					
3	1408 Management Improvements	400,000					
4	1410 Administration (may not exceed 10% of line 21)	250,493					
5	1411 Audit						
6	1415 Liquidated Damages						
7	1430 Fees and Costs						
8	1440 Site Acquisition						
9	1450 Site Improvement						
10	1460 Dwelling Structures		1,353,456				
11	1465.1 Dwelling Equipment—Nonexpendable						
12	1470 Non-dwelling Structures						
13	1475 Non-dwelling Equipment						
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs						
17	1499 Development Activities <sup>4</sup>						

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFFP Grants for operations.  
<sup>4</sup> 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 3/31/2014

<b>Part I: Summary</b>		FFY of Grant: 2011	
PHA Name: <b>INDIANAPOLIS HOUSING AGENCY</b>		FFY of Grant Approval: 2011	
Grant Type and Number Capital Fund Program Grant No: <b>IN36P01750111</b>			
Replacement Housing Factor Grant No: Date of CFFP:			
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	
Summary by Development Account		Total Estimated Cost	
Line		Original	Revised <sup>2</sup>
18a	1501 Collateralization or Debt Service paid by the PHA		Obligated
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		Expended
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	2,504,936	
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: <i>APB</i>		Signature of Public Housing Director	
Date: <i>8/1/11</i>		Date	

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.









**Capital Fund Program  
(CFP) Amendment**

To The Consolidated Annual Contributions  
Contract (form HUD-53012)

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

Whereas, (Public Housing Authority) Indianapolis Housing Agency (IN017 ) (herein called the "PHA") and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into Consolidated Annual Contributions Contract(s) ACC(s) Numbers(s) C970 dated 4/29/1971

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out capital and management activities at existing public housing developments in order to ensure that such developments continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. HUD will provide a revised ACC Amendment authorizing such additional amounts.

\$ 906,955.00 for Fiscal Year 2011 to be referred to under Capital Fund Grant Number IN36R01750211

PHA Tax Identification Number (TIN): On File      DUNS Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number \_\_\_\_\_

Now Therefore, the ACC(s) is (are) amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for capital and management activities of PHA developments. This amendment is a part of the ACC(s).

2. The capital and management activities shall be carried out in accordance with all HUD regulations and other requirements applicable to the Capital Fund Program.

3. (Check one)

a. For Non-qualified PHAs:

\_\_\_\_\_ (i) In accordance with the HUD regulations, the Annual PHA Plan has been adopted by the PHA and approved by HUD, and may be amended from time to time. The capital and management activities shall be carried out as described in the CFP Annual Statement/Performance and Evaluation Report (HUD-50075.1).

OR

\_\_\_\_\_ (ii) If the Annual PHA Plan has not been adopted by the PHA and approved by HUD, the PHA may use its CFP assistance under this contract for work items contained in its CFP-Five-Year Action Plan (HUD-50075.2), before the Annual PHA Plan is approved.

b. For Qualified PHAs:

\_\_\_\_\_ (i) The CFP Annual Statement/Performance and Evaluation Report (HUD-50075.1) has been adopted by the PHA and verified by HUD. The capital and management activities shall be carried out as described therein.

OR

\_\_\_\_\_ (ii) If the CFP Annual Statement/Performance and Evaluation Report has not been adopted by the PHA and/or verified by HUD, the PHA may use its CFP assistance under this contract for work items contained in its approved CFP 5-Year Action Plan (HUD-50075.2), before the CFP Annual Statement/Performance and Evaluation Report is adopted by the PHA and verified by HUD.

For cases where HUD has approved a Capital Fund Financing Amendment to the ACC (CFF Amendment attached), HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee (Trustee Agreement attached) within 3 days of the due date.

Regardless of the selection above, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the United States Housing Act of 1937, as amended, (the "Act") and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHA for obligation). Any additional CFP assistance this FY will start with the same effective date.

4. Subject to the provisions of the ACC(s) and paragraph 3. and to assist in the capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.

5. The PHA shall continue to operate each development as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for any public housing or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for any public housing and for a period of ten years following the last payment of assistance from the Operating Fund to the PHA. However, the provisions of Section 7 of the ACC shall remain in effect for so long as HUD determines there is any outstanding indebtedness of the PHA to HUD which arose in connection with any development(s) under the ACC(s) and which is not eligible for forgiveness, and provided further that, no disposition of any development covered by this amendment shall occur unless approved by HUD.

6. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law. HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.

7. Implementation or use of funding assistance provided under this Amendment is subject to the attached corrective action order(s).

(mark one) :     Yes     No

8. The PHA acknowledges its responsibility for adherence to this Amendment.

The parties have executed this Agreement, and it will be effective on 8/3/2011. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development By _____ Date: _____	PHA Executive Director By <u>[Signature]</u> Date: <u>[Signature]</u>
Title _____	Title <u>Executive Director</u>

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 3/31/2014

Part I: Summary		Grant Type and Number :		FFY of Grant: 2011	
PHA Name:		Capital Fund Program Grant No:		FFY of Grant Approval: 2011	
INDIANAPOLIS HOUSING AGENCY		Replacement Housing Factor Grant No: IN36R017S211			
Date of CFFP:					
Type of Grant		Reserve for Disasters/Emergencies		Revised Annual Statement (revision no: )	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Obligated	Total Actual Cost <sup>1</sup>	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
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				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	906,955			

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> 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 3/31/2014

<b>Part I: Summary</b>		FFY of Grant: 2011 FFY of Grant Approval: 2011	
PHA Name: <b>INDIANAPOLIS HOUSING AGENCY</b>	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>IN36R0175211</b> Date of CFFP:		
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no: )	
	Summary by Development Account	<input type="checkbox"/> Final Performance and Evaluation Report	
Line		Total Estimated Cost	Total Actual Cost <sup>1</sup>
		Original	Obligated
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)	906,955	
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 <i>PPS</i>		Signature of Public Housing Director <i>SLK</i>	
Date		Date	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

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

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFFP Grants for operations.

<sup>4</sup> 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: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No. IN86P01750110 Date of CFFP: _____	Replacement Housing Factor Grant No: _____	FFY of Grant: 2010
			FFY of Grant Approval: 2010/737

Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2010	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: 1) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
				Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFF Funds						
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>			576,302	585,786	585,786	585,786
3	1408 Management Improvements			30,000	400,000	400,000	93,178.86
4	1410 Administration (may not exceed 10% of line 21)			288,151	292,893	292,893	292,893
5	1411 Audit						
6	1415 Liquidated Damages						
7	1430 Fees and Costs			265,000	45,000	45,000	0
8	1440 Site Acquisition						
9	1450 Site Improvement			315,000	0		
10	1460 Dwelling Structures			507,057	1,565,250	1,565,250	1,565,250
11	1465.1 Dwelling Structures - Nonexpendable						
12	1470 Non-dwelling Structures						
13	1475 Non-dwelling Equipment						
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
16	1495.1 Relocation Costs			0	40,000	40,000	6,076.09
17	1499 Relocation Activities <sup>4</sup>						
18a	1501 Collateralization or Debt Service paid by the PHA						
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment			900,000	0		
19	1502 Contingency (may not exceed 8% of line 20)						
20	Amount of Annual Grant: (sum of lines 2 - 19)			2,881,510	2,982,929	2,982,929	2,543,183.95
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						

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFFP Grants for operations.  
<sup>4</sup> 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  
 Expires 4/30/2011

Part I: Summary

PHA Name: Indianapolis Housing Agency		Grant Type and Number Capital Fund Program Grant No. IN36P01750110 Date of CFRP: _____		Replacement Housing Factor Grant No:		FFY of Grant: 2010	
Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2010		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input checked="" type="checkbox"/> Revised Annual Statement (revision no: 1 )		FFY of Grant Approval: 2010	
Line Summary by Development Account		Original	Total Estimated Cost	Revised <sup>2</sup>	Obligated	Total Actual Cost <sup>1</sup>	Expended
Signature of Executive Director		Date		Signature of Public Housing Director		Date	

*Ray*

*10/17/11*

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  
 Expires 4/30/2011

Part II: Supporting Pages

PHA Name: Indianapolis Housing Agency		Grant Type and Number Capital Fund Program Grant No: IN36P01750110 Replacement Housing Factor Grant No:		CFPP (Yes/ No):		Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost Original	Revised <sup>1</sup>	Total Actual Cost Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	Status of Work
AMP IN01700001	AMP OPERATING EXPENSE	1406		135622	137853	137,853	137,853	
AMP IN01700002	AMP OPERATING EXPENSE	1406		120715	122701	122,701	122,701	
AMP IN01700003	AMP OPERATING EXPENSE	1406		114170	116049	116,049	116,049	
AMP IN01700004	AMP OPERATING EXPENSE	1406		117805	119744	119,744	119,744	
AMP IN01700005	AMP OPERATING EXPENSE	1406		87991	89439	89,439	89,439	
PHA-WIDE	ADMINISTRATION	1410		288,151	292,893	292,893	292,893	
AMP IN01700001	MANAGEMENT IMPROVEMENT	1408		7060	94,132	94,132	22,362	
AMP IN01700002	MANAGEMENT IMPROVEMENT	1408		6284	83,785	83,785	19,567	
AMP IN01700003	MANAGEMENT IMPROVEMENT	1408		5943	79,244	79,244	17,703	
AMP IN01700004	MANAGEMENT IMPROVEMENT	1408		6133	81,767	81,767	18,635	
AMP IN01700005	MANAGEMENT IMPROVEMENT	1408		4580	61,072	61,072	14,911.75	
AMP IN01700001	CONSTRUCTION COST	1460		507,056	1,565,250	1,565,250	1,565,250	
AMP IN01700001	SITE WORK	1450		315,000	0			
AMP IN01700001	A/E FEES	1430		265,000	45,000	45,000	0	
AMP IN01700001	RELOCATION	1495		0	40,000	40,000	6,076.09	
PHA-WIDE	DEBT SERVICE	18a		900000	0			

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.







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: **Indianapolis Housing Agency**

Grant Type and Number: **Capital Fund Program Grant No: \_\_\_\_\_**

Date of CFFP: **7/31/2011**

Replacement Housing Factor Grant No: **IN36R0175014**

FRY of Grant: **2010**

FRY of Grant Approval: **2010 FUND 738**

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <u>7/31/2011</u>	Reserve for Disasters/Emergencies <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
			Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>					
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					
11	1465.1 Dwelling Equipment - Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities <sup>4</sup>		10,676.00		10,676.00	
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)		10,676.00		10,676.00	
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					

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> 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  
 Expires 4/30/2011

Part I: Summary

PHA Name: Indianapolis Housing Agency		Grant Type and Number Capital Fund Program Grant No: Date of CFFP:		Replacement Housing Factor Grant No: IN36R017504		FFY of Grant: 2010	
Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )		<input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Original	Total Estimated Cost	Revised <sup>2</sup>	Obligated	Total Actual Cost <sup>1</sup>	Expended
1499	Development Activities						
Signature of Executive Director		Date		Signature of Public Housing Director		Date	
		10/19/11					









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: Indianapolis Housing Agency	Grant Type and Number Capital Fund Program Grant No: Date of CFFP: _____	Replacement Housing Factor Grant No: IN36R017502	FFY of Grant: 2010 FFY of Grant Approval: 2010 FUND 739
--	--	--	--

Line	Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011	Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: ) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
			Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>					
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					
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities <sup>4</sup>		686,707		686,707	
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)		686,707		686,707	
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					

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> 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  
 Expires 4/30/2011

Part I: Summary

PHA Name: Indianapolis Housing Agency		Grant Type and Number Capital Fund Program Grant No: Date of CFFP:		Replacement Housing Factor Grant No: IN36R017509		FFY of Grant: 2010	
Type of Grant <input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 7/31/2011		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )		FFY of Grant Approval: 2010	
Line 1499 Summary by Development Account Development Activities		Original		Total Estimated Cost		Total Actual Cost <sup>1</sup>	
Signature of Executive Director <i>RAY</i>		Date <i>10/17/11</i>		Revised <sup>2</sup>		Obligated	
				Signature of Public Housing Director		Date	
						Expended	









<b>Part I: Summary</b>		
PHA Name: <b>INDIANAPOLIS                  HOUSING AGENCY</b>	Grant Type and Number : Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>IN36R0175211</b> Date of CFFP:	FFY of Grant: <b>2011</b> FFY of Grant Approval: <b>2011</b>

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 <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
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				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>	906,955			

<sup>1</sup> To be completed for the Performance and Evaluation Report.

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

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

<sup>4</sup> RHF funds shall be included here.

<b>Part I: Summary</b>						
<b>PHA Name:</b> <b>INDIANAPOLIS HOUSING AGENCY</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No: <b>IN36R0175211</b> Date of CFFP:			<b>FFY of Grant:2011</b> <b>FFY of Grant Approval: 2011</b>	
<b>Type of Grant</b>						
<input checked="" type="checkbox"/> <b>Original Annual Statement</b>		<input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b>		<input type="checkbox"/> <b>Revised Annual Statement (revision no: )</b>		
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b>		<input type="checkbox"/> <b>Final Performance and Evaluation Report</b>				
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	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)					
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					
<b>Signature of Executive Director</b>			<b>Date</b>			
<b>Signature of Public Housing Director</b>			<b>Date</b>			

<sup>1</sup> To be completed for the Performance and Evaluation Report.

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

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

<sup>4</sup> RHF funds shall be included here.









**Attachment G**

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

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

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 4/30/2011**

PHA Name/Number INDIANAPOLIS HOUSING AGENCY / IN017		Original 5-Year Plan X Revision No: 1				
A.	Development Number and Name PHA-Wide Totals	Work Statement for Year 1 2012	Work Statement for Year 2 2013	Work Statement for Year 3 2014	Work Statement for Year 4 2015	Work Statement for Year 5 2016
B.	Physical Improvements Subtotal	Annual Statement	6,708,201	1,631,500	990,000	1,252,500
C.	Management Improvements		30,000	30,000	30,000	30,000
D.	PHA-Wide Non-dwelling Structures and Equipment			30,000	30,000	30,000
E.	Administration		288,150	288,150	288,150	288,150
F.	Other (Site Improvements)			324,548	324,548	324,548
G.	Operations		576,302	576,302	576,302	576,302
H.	Demolition					
I.	Development				641,500	379,000
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		2,880,500	2,880,500	2,880,500	2,880,500
L.	Total Non-CFP Funds	4,722,153	4,722,153	0	0	0
M.	Grand Total	16,244,153	7,602,653	2,880,500	2,880,500	2,880,500

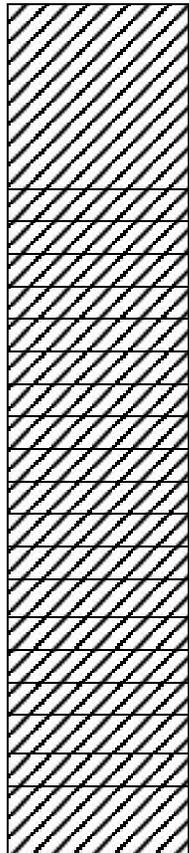


<b>Part II: Supporting Pages – Physical Needs Work Statement(s)</b>						
Work Statement for Year 1: 2011	Work Statement for Year: 2013			Work Statement for Year: 2014		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	017 – Hawthorne ADA upgrades		20,000	007 – Barton Tower Caulk & Seal Exterior	N/A	160,000
Annual	017 – Hawthorne Plumbing, bathrooms, kitchens, interior remodel	162 Units	2,968,901	010 – Twin Hills Upgrade Playground	1 Playground	20,000
Statement	017 – Hawthorne Appliance replacement, range-hoods, water heaters	162 Units	145,000	018 – Beechwood Upgrade Playground	1 Playground	10,000
	018 – Beechwood Appliances	162 Refrigerators	75,000	009, 029, 015, 035 – Concord Homes West/East; Eagle Creek West/East Appliance Replacement	170 Refrigerators and Stoves	136,000
	018 – Beechwood HVAC	162 A/C Condenser/Heating Units	447,000	009, 029, 015, 035 – Concord Homes West/East; Eagle Creek West/East Landscaping Upgrades	N/A	25,000
	018 – Beechwood Plumbing, bathroom, kitchens, interior remodel	155 Units	2,861,500	009, 029, 015, 035 – Concord Homes West/East; Eagle Creek West/East FF&E	20 tables, 200 chairs, 1 Refrigerator, 1 Stove, Leasing Office Furniture	90,000
	018 – Beechwood Interior paint & drywall	155 Units	190,800	013 – Blackburn Clean HVAC ducts & vents	243 HVAC Ducts	55,000

				017 – Hawthorne Privacy fencing, parking lot drainage, landscaping & tree pruning	Fencing and Landscaping around complex, 10 trees	44,500
				017 – Hawthorne FF&E common area	10 tables, 100 chairs, 1 Refrigerator, 1 Stove, Leasing Office Furniture	185,000
				017 – Hawthorne Place Playground Equipment	1 Playground	20,000
				018 – Beechwood FF&E Common areas	25 Tables, 250 chairs, 1 Refrigerator, 1 Stove, Leasing Office Furniture, Computer Lab Equipment & Furniture	185,000
				018 – Beechwood Playground	1 Playground	10,000
				018 – Beechwood ADA upgrades	5 Units	10,000
				020 – Barton Annex Appliance replacement	50 Refrigerators, 50 Stoves	80,000
				020 – Barton Annex Exterior Windows	20 Windows	7,500
				020 – Barton Annex Wash, caulk, seal exterior, sidewalk repair	n/a	95,000
				022 – Lugar Tower Install heat sensor detectors	245 Heat Sensor Detectors	13,500
				027 – Indiana Avenue Landscaping /tree pruning, exterior caulk & seal	n/a	55,000
				027 – Indiana Avenue New ceiling tiles	1 Community Space & 5 corridors	20,000
				027 – Indiana Avenue Upgrade HVAC	40 HVAC units	140,000

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

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 4/30/2011**

				027 – Indiana Avenue FF&E common areas	1 Commercial Kitchen Refrigerator, Stove & Sink, 2 Sofa's, 5 Lounge Chairs, Patio Benches & Tables, 20 Tables & 200 Chairs	270,000
		Subtotal of Estimated Cost		\$6,708,201		Subtotal of Estimated Cost

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY 2012	Work Statement for Year: 2015			Work Statement for Year: 2016		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	013 – Blackburn Site Improvements	161 trees & shrubs, 343 plants	70,000	027- Indiana Avenue Plumbing, bathrooms, kitchens, interior remodel	52 Units	\$780,000
Annual	010 – Twin Hills Site Improvements	84 trees & shrubs, 220 plants	70,000	020-Barton Annex Interior Remodel	31 Units	\$472,500
Statement	018 – Beechwood Site Improvements	TBD	70,000			
	017-Hawthorne Site Improvements	TBD	70,000			
	021 – Rowney Site Improvements	116 trees & shrubs, 92 plants	70,000			
	013- Laurelwood Site Improvements	137 Trees & shrubs, 327 plants	70,000			
	009, 029, 015, 035 – Concord Homes West/East; Eagle Creek West/East Site Improvements	TBD	70,000			
	013- Blackburn Landscape	See above	30,000			
	017 – Hawthorne Landscape	TBD	30,000			
	010 – Twin Hills Tree pruning	20 Trees	30,000			
	018 – Beechwood Landscape	TBD	30,000			
	021 – Rowney Landscape	See above	30,000			
	019- Laurelwood Landscape	See above	30,000			



<b>Part III: Supporting Pages – Management Needs Work Statement(s)</b>				
Work Statement for Year 1: 2011	Work Statement for Year: 2013		Work Statement for Year: 2014	
	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	To be determined	30,000	To be determined	30,000
		Subtotal of Estimated Cost	\$30,000	Subtotal of Estimated Cost

<b>Part III: Supporting Pages – Management Needs Work Statement(s)</b>				
Work Statement for Year 1 FFY	Work Statement for Year: 2015		Work Statement for Year: 2016	
	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	To be determined	30,000	To be determined	30,000
		Subtotal of Estimated Cost	\$30,000	Subtotal of Estimated Cost

Attachment H

Wait List

Waiting list type: (select one) <input type="checkbox"/> Section 8 tenant-based assistance <input checked="" type="checkbox"/> Public Housing <input type="checkbox"/> Combined Section 8 and Public Housing <input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional) If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	2,637		1,314
Extremely low income <=30% AMI	2,450	92.91%	
Very low income (>30% but <=50% AMI)	175	6.64%	
Low income (>50% but <80% AMI)	12	0.46%	
Families with children	1,475	55.58%	
Elderly families	53	2.01%	
Families with Disabilities	408	15.47%	
American Indian/Alaska Native	6	0.23%	
Asian	2	0.08%	
Black/African American	2,401	91.05%	
Native Hawaiian/Other Pacific Islander	2	0.08%	
White	226	8.57%	
Characteristics by Bedroom Size (Public Housing Only)			
1 BR	1,198	45.43%	580
2 BR	923	35.00%	472
3 BR	424	16.08%	217
4 BR	79	3.00%	35
5 BR	12	0.46%	10
5+ BR	1	0.04%	0
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes: How long has it been closed (# of months)? Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

**Housing Needs of Families on the Waiting List  
Section 8 Lottery, Project-based, & Preference-based  
for 7/1/10 – 6/30/2011**

Waiting list type: (select one)

- Section 8 tenant-based assistance  
 Public Housing  
 Combined Section 8 and Public Housing  
 Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	12,103		N/A
Extremely low income <=30% AMI	11,373	93.97%	
Very low income (>30% but <=50% AMI)	616	5.09%	
Low income (>50% but <80% AMI)	109	0.90%	
Families with children	3,926	32.44%	
Elderly families	232	1.92%	
Families with Disabilities	635	5.25%	
American Indian/Alaska Native	71	0.59%	
Asian	17	0.14%	
Black/African American	10,745	88.78%	
Native Hawaiian/Other Pacific Islander	7	0.06%	
White	112	0.93%	

Characteristics by  
Bedroom Size (Public  
Housing Only)

1 BR	N/A	N/A	N/A
2 BR	N/A	N/A	N/A
3 BR	N/A	N/A	N/A
4 BR	N/A	N/A	N/A
5 BR	N/A	N/A	N/A
5+ BR	N/A	N/A	N/A

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

If yes:

How long has it been closed (# of months)? 83

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

\* 112 families (0.93%) have a HOH w/o a Race selected in the system

\*\* 5 families (0.04%) fshave a Household with >80% AMI

**Attachment I**

Required Submission for HUD Field Office Review

**PHA Certifications of Compliance  
with PHA Plans and Related  
R e g u l a t i o n s**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 08/30/2011

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or  Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

Indianapolis Housing Agency  
 PHA Name \_\_\_\_\_

IN 017  
 PHA Number/HA Code \_\_\_\_\_

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Years ~~2012~~ 2013

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 Clara Glaspie	Title Chairperson, IHA Board of Commissioners
Signature 	Date 10/11/2011

# Certification for a Drug-Free Workplace

U.S. Department of Housing  
and Urban Development

Applicant Name

Indianapolis Housing Agency - 1919 N. Meridian St., Indianapolis, IN 46202

Program/Activity Receiving Federal Grant Funding

Capital Fund, Public Housing Operating Subsidy and Section 8 Housing Choice Voucher Program

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 Federal agency 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.)

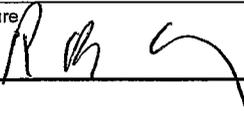
see site list attached - attachment A

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 Rufus "Bud" Myers	Title Executive Director
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Signature X 	Date 10/17/11
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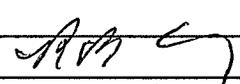
**Attachment A**  
**Certification for a Drug-Free Workplace**  
**List of Agency sites for work performances**

- IHA – Administrative Offices  
1919 N. Meridian Street  
Indianapolis, IN 46202
- Blackburn Terrace  
3901 Baltimore Ave.  
Indianapolis, IN 46205
- John J. Barton Tower  
555 Massachusetts Avenue  
Indianapolis IN 46204
- Hawthorne Place  
2544 East 32<sup>nd</sup> Street  
Indianapolis, IN 46218
- John J. Barton Annex  
501 N. East St  
Indianapolis, IN 46204
- Twin Hills  
2210 E. 36<sup>th</sup> St.  
Indianapolis, IN 46218
- Indiana Avenue Apartments  
825 Indiana Avenue  
Indianapolis, IN 46202
- Concord/Eagle Creek  
3125 Concord Ct.  
Indianapolis, IN 46222
- Lugar Towers Apartments  
901 Ft. Wayne Avenue  
Indianapolis, IN 46202
- Rowney Terrace  
1353 S. Riley Ave  
Indianapolis, IN 4620
- Beechwood Gardens  
2915 N. Graham Ave  
Indianapolis, IN 46218
- Laurelwood Apartments  
3340 Teakwood Drive  
Indianapolis, IN 46227
- The Georgetown  
3602 Bunker Hill Dr.  
Indianapolis, IN 46205
- Red Maple Grove  
2300 Perkins Dr,  
Indianapolis, IN 46203
- 16 Park Apartments  
1621 N. Park Ave  
Indianapolis, IN 46202

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> NA a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> NA a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> NA a. initial filing b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> NA  Congressional District, if known:	
<b>6. Federal Department/Agency:</b> NA	<b>7. Federal Program Name/Description:</b> NA CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> NA	<b>9. Award Amount, if known:</b> \$ NA	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): NA	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): NA	
<b>11.</b> 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:  Print Name: Rufus Bud Myers Title: Executive Director Telephone No.: 317-261-7200      Date: 10/17/11	
<b>Federal Use Only:</b>		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

Indianapolis Housing Agency - 1919 N. Meridian Street Indianapolis, Indiana 46202

Program/Activity Receiving Federal Grant Funding

Capital Fund, Public Operating Subsidy and Section 8 Housing Choice Voucher Program

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 sub recipients 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)

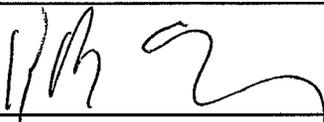
Name of Authorized Official

Rufus Bud Myers

Title

Executive Director

Signature



Date (mm/dd/yyyy)

10/17/11

**Civil Rights Certification**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 08/30/2011

**Civil Rights Certification**

**Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

INDIANAPOLIS HOUSING AGENCY  
\_\_\_\_\_  
PHA Name

IN-017  
\_\_\_\_\_  
PHA Number/HA Code

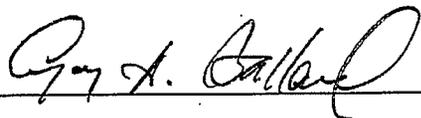
<small>I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)</small>	
Name of Authorized Official Clara Glaspie	Title Chairperson IHA Board of Commissioners
Signature 	Date 10/11/11

Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the  
Consolidated Plan**

I, Gregory A. Ballard the Mayor of Indianapolis certify that the Five Year and  
Annual PHA Plan of the Indianapolis Housing Agency is consistent with the Consolidated Plan of  
the City of Indianapolis prepared pursuant to 24 CFR Part 91.

 9/23/2011

Signed / Dated by Appropriate State or Local Official

## Resident Advisory Comments

In regards to the waiting list for affordable units there was concern regarding the ability to move up on the waiting list. The concern was in regards to wanting to have the ability to move up on a waiting list for units designated for families within designated income levels (60% , 40%, 30% AMI) if your family was not in that particular income level. Although there was not a recommendation from the RAB, the IHA did explain the Deconcentration Rule.

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

**End of public comments**