

GRUNDY COUNTY PUBLIC HOUSING AGENCY

ADMINISTERED BY
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ADMINISTRATIVE PLAN

SECTION 8

HOUSING CHOICE VOUCHER PROGRAM ~RENTAL ASSISTANCE~

BOARD APPROVED ~ MARCH 27, 2023

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I. STATEMENT OF POLICIES AND OBJECTIVES

The Section 8 Program was created by the Housing and Community Development Act of 1974 and amended by the Housing and Community Development Act of 1981, the Housing and Urban-Rural Recovery Act of 1983, the Technical Amendments Act of 1984, and the Housing and Community Development Act of 1987 and the Quality Housing and Work Responsibility Act of 1998.

The Grundy County Commission has delegated the Green Hills Community Action Agency dba Community Action Partnership of North Central Missouri (CAPNCM) as administrator of the Grundy County Public Housing Agency (hereinafter referred to as PHA). The program functions and responsibilities shall be in compliance with the Equal Opportunity Plan, Section 8 Administration Plan, Federal, State and Local housing laws and with the Fair Housing Regulations.

The PHA will be in compliance with the personnel and financial policies, guidelines and regulations of CAPNCM. The Agency will work closely with the Public Housing Agency Board who will govern over and advise the PHA for the nine (9) Counties of Caldwell, Daviess, Grundy, Harrison, Linn, Livingston (outside city limits of Chillicothe), Mercer, Putnam and Sullivan Counties, extending into the counties of Andrew, Buchanan (outside city limits of St. Joseph), Clinton and DeKalb.

A. PURPOSE OF THE PLAN

The overall mission for the Section 8 Housing Choice Voucher Program is designed to achieve three major objectives:

1. To provide improved living conditions for very low-income families while maintaining their rent payments at an affordable level.
2. To promote freedom of housing choice and spatial deconcentration of lower income and minority families and to provide decent, safe and sanitary housing.
3. To provide an incentive to private property owners to rent to lower income families by offering timely assistance payments.

The purpose of the Administrative Plan is to establish policies for the items, which are not covered under Federal regulation for the Section 8 Housing Choice Voucher Program.

The Plan covers both admission and continued participation in the program.

The Grundy County PHA Board and CAPNCM Board of Directors will approve changes to the Plan. A copy will be mailed to the Department of Housing and Urban Development (HUD).

The Agency is responsible for complying with all subsequent changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

B. FAIR HOUSING POLICY

It is the policy of the Agency to comply fully with all Federal, State and Local non-discrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Specifically, the Agency shall not, on the grounds of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, handicap or disability, deny any family or individual the opportunity to apply for or receive assistance under HUD's Section 8 Housing Voucher Choice Program, within the requirements and regulations of the HUD regulations.

To further its commitment to full compliance with applicable Civil Rights laws, the Agency will provide Federal/State/Local information to Voucher holders 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 the family briefing session and all applicable Fair Housing Information will be made a part of the Voucher holder's packet.

The Agency subscribes to HUD's "open-housing" policy to ensure "greater mobility and housing choice" to low-income households served.

C. REASONABLE ACCOMODATION

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

D. PRIVACY RIGHTS

Requests for information must be accompanied by a written release request in order for the Agency to release any information involving an applicant or participant, unless disclosure is authorized under Federal/State law.

E. STATEMENT OF LOCAL OBJECTIVES

The Section 8 Housing Choice Voucher Program with meeting the objectives through housing assistance programs available from the Department of Housing and Urban Development.

The general goal of the program will be to provide rental assistance payments on behalf of eligible very low-income individuals and families consistent with the limits outlined in the Annual Contributions Contracts the Agency has entered into with HUD.

There is also a need for quality housing units available for program participants. There is not an abundance of affordable housing for low-income participants within the jurisdiction.

The administration of the program is approached with a positive attitude. Realistic and attainable goals have been established, particular thought has been given to the number of families who can be expected to need and want to move to better housing.

In establishing goals, the Agency has given special consideration to the likely availability of existing housing and has attempted to set a realistic number based on need.

By setting attainable goals, the Agency hopes to achieve these by the nature of the goals themselves. Not overburdening the market, not forcing the program, but providing a vehicle for those who have a need and those who have the units to come together in a manner beneficial to each.

The strategy is to achieve the attainable goals in the simplest manner possible, at the least expense, while complying with the Section 8 requirements and regulations.

F. RULES AND REGULATIONS

All issues not addressed in this document related to tenants and participants are governed by HUD Handbook 7420.7, Federal Regulations, HUD Memos and Notices, and other guidelines applicable by law.

II. ABOUT GREEN HILLS COMMUNITY ACTION AGENCY (dba COMMUNITY ACTION PARTNERSHIP OF NORTH CENTRAL MISSOURI)

CAPNCM through an agreement with the Grundy County Commission will perform the administration of the Section 8 Housing Choice Voucher Program. CAPNCM is funded by a Community Service Block Grant from the Missouri State Department of Social Services.

The Corporation hereinafter referred to as the Agency, is presently administering several family development programs designed to benefit very low-income individuals and families in the nine (9) county area covered by the Grundy County Public Housing Agency (PHA). Included are Women's Health Services, Community Services, Energy Services and Weatherization and a Housing Development Program, which includes a Home Repair Program and Rental Homes / Apartments.

A. STAFFING AND BUDGET

The Administrative Staff that are involved in the Programs include the following personnel:

Indirect Staff: Agency Executive Director, Agency Finance Director/IT, Administrative Services Manager, Agency Receptionist/Clerk

Direct Staff: Housing Assistance Director, Housing Assistance Coordinator, Housing Assistance Inspector / Specialist

AGENCY EXECUTIVE DIRECTOR

Provide overall administration to the Agency for all of its various programs. Together with the Housing Assistance Director formulates suggested policies, staffing levels and budgets for the Area Governing Board for their approval. Coordinate activities among all projects of the Agency. Act as a liaison between the Housing Director and the Area Governing Board for their approval and the signatory county commission.

AGENCY FINANCE DIRECTOR / IT

Keep the books of accounts for the Agency. Prepare monthly financial statements. Provide necessary records for completion of the annual audit. Accounts payable, payroll checks, accounts receivable, overall agency expenses / allocation and related records. Provides support for all electronic communications, equipment and troubleshooting with equipment.

ADMINISTRATIVE SERVICES MANAGER

Maintain inventories of Agency equipment. Mail reports, meeting notices, monthly program reports and monthly financial statements to Area Board members. Support programs with advertisements, notices and other publications. Responsible for administering and maintaining community needs assessments.

AGENCY RECEPTIONIST / CLERK

This is a receptionist and basic clerical position involving a variety of basic office duties. The primary responsibility of this position will be answering the multi-line telephone system, greeting the public, and providing support.

HOUSING ASSISTANCE DIRECTOR

Responsible for the overall administration and operation of the Section 8 HCV Program. Directly supervises the Housing Assistance Coordinator, and Housing Assistance Inspector / Specialist. Coordinates the publicity required to carry out the program including advertising and staff contacts with prospective tenants and owners. Prepare news releases. Review paperwork completion to insure accuracy. Act as the system administrator for all HUD online databases (i.e. PIC, REAC). Approve payment vouchers for expenditures of Agency Section 8 funds. Receives applications, determines eligibility, assigns to the waiting list, and selects from the waiting list for issuance of a Voucher. Answers correspondence as it relates to tenant and owner complaints. Takes appropriate action for non-compliance with program relations pertaining to tenants and owners. Reviews compliance by the Agency and the Section 8 employees as it relates to tenant equal opportunity requirements. Oversee program expenditures to see that we are fully utilizing our available resources and spending within budget amounts.

- HUD Online Reporting Systems:
 - PIC Information Center (Monthly)
 - Submit Data (re-certifications, inspections, transfers, portability)
 - Failure to submit will sanction admin fees 5% for lifetime
 - Pull Reports for errors to correct
 - VMS (Voucher Management Systems) (Monthly)
 - Submission of Financial Information
 - Units Leased / HAP Dollars Spent
 - Vouchers Issued
 - Fraud Income / Interest Income
 - Hard to House Units
 - Administrative Expenses
 - Unrestrictive Net Position
 - Restrictive Net Position
 - Cash Balance
 - REAC (Real Estate Assessment Center) (Monthly)(Yearly)
 - EIV (Enterprise Income Verification) (Monthly) (As Needed)
 - Tenant Income Reports for Re-certifications or as needed
 - Existing Tenant Search (As Needed)
 - Verifying New Applicants
 - Terminations & Bad Debts (As Needed)
 - Verifying New Applicants
 - PHA–FASS (Public Housing Agency – Financial Assessment Sub-System) (Yearly)
 - Submission of all unaudited & audited Financial Information
 - SEMAP (Section Eight Management Assessment Program) (Yearly)
 - Submission of all quality control indicators that have been reviewed over the year

- Employee Incentive for 95%-100% High Performer Agency - \$1,000
- Employee Incentive for 90%-95% Good – Very Good Performing Agency - \$500

HOUSING ASSISTANCE COORDINATOR

Process paperwork for the Section 8 HCV Program. Check applications for completion. Makes sure lease is approved and rent is reasonable for all units. Makes entries in the logbook of final calculations and maintains tenant files. Along with Housing Assistance Director, monitors housing quality for the Agency. Assists the Housing Assistance Director in financial management and outside correspondence needed to administer the Program. This includes receiving and processing payment information for housing assistance payments, making entries to the computer, printing checks and payment vouchers, acquiring voucher approval and signatures and mailing to tenants and owners. Logs program receipts and expenditures in appropriate books. Also responsible for necessary correspondence to tenants and owners. Maintains files of past and present year's financial records. Prepare payment vouchers for program bills. Assist with the necessary financial documents. Responsible for contacting and completing annual housing assistance re-certifications, changes, transfers and new applications, as well as case management, research and guidance along with referrals to programs operated by the Agency and other organizations that serve low-income persons.

HOUSING ASSISTANCE INSPECTOR / SPECIALIST

Schedules and complete the inspection on new units and annual re-certifications. Contacts the owner by letter of the deficiencies, if any, and give twenty-four (24) hour violation notice and thirty (30) days to correct them. Follow-up on the work to insure that all items are done as required. Maintain letters of notification in tenant files. Update and maintain rent reasonableness database annually. Create and maintain a rating scale system for existing units on the program in order to enforce upkeep and maintenance. Responsible for contacting and completing annual housing assistance re-certifications, changes, transfers and new applications, as well as case management, research and guidance along with referrals to programs operated by the Agency and other organizations that serve low-income persons. Ensuring client needs and deadlines are met in a timely manner. Maintain good relations with tenants and landlords.

III. OUTREACH PROCEDURES

A. FAMILY AND OWNER OUTREACH

The main contact point for both families and owners will be the Agency's Central Office Staff. It will be their responsibility to dispense information to potentially eligible participants and take applications from those interested. Adjustments will be made as necessary in staff functions to assure full utilization of contract authority.

B. NOTICE REQUIREMENTS

The Notice will:

1. Advise families that applications will be taken at the designated office.
2. Briefly describe the Section 8 Housing Choice Voucher Program.
3. The Waiting List has preferences of serving the Elderly 1st, Disabled 2nd, Working (20+ hours per week) Clients 3rd and all others in order by date and time of received completed application. Applicants will be offered what assistance is available.

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

IV. VERIFICATION PROCEDURES

A. INTRODUCTION

HUD regulations require the PHA to verify the facts of eligibility and Total Tenant Payment/Family Share. Applicants and program participants must provide true and complete information to the PHA whenever information is requested. The PHA's verification requirements are designed to maintain program integrity. This section explains the PHA's procedures and standards for verifications of preferences, income, assets, allowable deductions, family status, and changes in family composition. The PHA will obtain proper authorization from the family before requesting information from independent sources.

The PHA staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was not obtained as well as the manner in which the eligibility factors were verified.

B. METHODS OF VERIFICATION AND TIME ALLOWED

The PHA will verify information through five methods of verification according to the hierarchy listed below:

1. Up Front Income Verification (UIV)
2. Third-Party Written Verification
3. Third-Party Verbal Verification
4. Review of Documents
5. Certification/Self-Declaration

The PHA will allow up to two (2) weeks for return of third-party verifications and up to one (1) additional week to obtain other types of verifications before going to the next method. The PHA will document the file as to how the information was verified including an explanation for the method utilized if other than a written third party verification.

For applicants, verifications must be received 60 days prior to the issuance of a voucher. For participants, they will be valid for 90 consecutive days from date of receipt.

1. Up-Front Income Verification

The PHA will utilize up-front income verification methods, including TASS and the Work Number, whenever possible as well as any other UIV that might become available to the PHA.

Third-party verification may continue to be used to complement up-front income verification.

UIV may be used in lieu of 3rd party verifications when there is not a substantial difference between UIV and tenant-reported income. HUD defines substantial difference as \$200 or more per month.

- If the income reflected on the UIV verification is less than that reflected on the tenant-provided documentation, the PHA will use tenant-provided documents to calculate anticipated annual income as long as the difference is within the aforementioned \$200 threshold. The income reflected on the UIV verification must not be more than 60 days old.
- If the income reflected on the UIV verification is greater than current tenant-provided documentation, the PHA will use UIV income data to calculate anticipated annual

income as long as the difference is within the above mentioned \$200 threshold: unless the tenant provides documentation of a change in circumstances (i.e. change in employment, reduction in hours, etc.) The tenant-supplied documents must not be more than 60 days old.

In cases where UIV data is substantially different than tenant-reported income, the PHA will follow the following guidelines:

- The PHA will utilize written third party verification to verify the information.
- When the PHA cannot readily anticipate income, such as in cases of seasonal employment, unstable working hours, and suspected fraud, the PHA will review historical income data for patterns of employment, paid benefits, and/or receipt of other income to anticipate income.
- The PHA will analyze all data (UIV data, third party verification and other documents; information provided by the family) and attempt to resolve the income discrepancy.
- The PHA will use the most current verified income data (and historical income data if appropriate) to calculate anticipated annual income.

If the PHA is unable to anticipate annual income using current information due to historical fluctuations in income; the PHA may average amounts received/earned to anticipate annual income.

If the tenant disputes UIV SS/SSI benefit data, the PHA will request the tenant to provide a current original SSA notice or benefit letter within 10 business days of being notified of the dispute.

2. Third-Party Written Verification

Third-party verification is used to verify information directly with the income source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically directly from the income source are considered third party written verifications. Verifications hand carried by clients will not be considered third party verifications unless the verification is from a government agency.

The PHA will accept verifications in the form of computerized printouts delivered by the family from the following agencies:

- Social Security Administration
- Veterans Administration
- Welfare Assistance
- Unemployment Compensation Board
- City or County Courts

3. Third-Party Verbal Verification

Verbal third-party verification will be used when written third-party verification is delayed or not possible. When third-party verbal verification is used, staff will be required to complete the Verbal Verification Log, noting with whom they spoke, the date of the conversation and the facts provided. If verbal verification is utilized the PHA must originate the call.

4. Review of Documents

In the event that third-party written or verbal verification is unavailable, or the information has not been verified by the third party within two (2) weeks, the PHA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed.

The PHA will accept the following documents from the family provided that the document is an original and does not appear to be tampered or altered.

- Printed wage stubs
- Computer print-outs from the employer
- Letters signed by the employer or other appropriate party (provided that the information is confirmed by phone)

The PHA will accept faxed and photocopied documents when received directly from the generating source.

If third-party written verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the PHA will utilize the third party verification.

The PHA will not delay the processing of an application beyond two (2) weeks because a third party information provider does not return the verification in a timely manner.

5. Self-Certification/Self-Declaration

When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certification requires a notarized and witnessed statement/affidavit/certification/statement under penalty of perjury.

C. RELEASE OF INFORMATION

Adult family members will be required to sign the form HUD 9886 Release of Information/Privacy Act form and a blanket agency release of information form. In addition, all adult family members will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886. Each member requested to consent to the release of specific information will be provided with a copy of the appropriate forms for their review and signature.

Refusal to cooperate with the prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information and to sign consent forms requested by the PHA or HUD.

D. ITEMS TO BE VERIFIED

All income not specifically excluded by the regulations.

Zero-income status of household.

Full-time student status including High School students who are 18 or over.

Current assets including assets disposed of for less than fair market value in the preceding two years.

Childcare expenses when it allows an adult family member to be employed, to actively seek employment or to further his/her education.

Medical expenses of all family members in households whose head or spouse is elderly or disabled.

Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an **adult** family member to be employed.

Disability for allowances and/or deductions.

U.S. citizenship/eligible immigrant status.

Social Security Numbers for all family members.

“Preference” status, only applies to natural disasters i.e. fire, flood, etc.

Marital status when needed for head or spouse definition.

E. VERIFICATION OF INCOME

(Refer to Part 5 Income Inclusions and Exclusions ~ 24 CFR 5.609(b) & (c))

This section defines the methods the PHA will use to verify various types of income.

What You Should Know About EIV (Enterprise Income Verification) will be discussed at annual re-certifications. Explanation of computer matching systems used, for what purposes and to who reports can be disclosed. Also addresses the consequences for failure to report accurate information.

1. Employment Income

Verification forms request the employer to specify the:

- Dates of employment
- Amount and frequency of pay
- Date of the last pay increase
- Likelihood of change of employment status and effective date of any known salary increase during the next 12 months.
- Annual earnings
- Estimated income from overtime, tips, bonus pay expected during next 12 months.

Acceptable methods of verification in addition to UIV include:

- Employment verification form completed by the employer.
- Last 3 consecutive pay period check stubs or earning statements, which indicate the employee’s gross pay, frequency of pay or year to date earnings.
- W-2 forms plus income tax return forms
- Income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.

Applicants and program participants may be requested to sign an authorization for release of information. In cases where there are questions about the validity of information provided by the family, the PHA will require the most recent federal income tax statements. Confirmation may be made on a case-by-case basis.

2. Social Security, Pensions, Supplementary Security Income (SSI), Disability Income

Acceptable methods of verification in addition to UIV include;

- Benefit verification form completed by agency providing the benefits.
- Award or benefit notification letters prepared and signed by the providing agency.
- Computer report electronically obtained or in hard copy.

3. Unemployment compensation

Acceptable methods of verification in addition to UIV include:

- Verification form completed by the unemployment compensation agency.
- Computer report electronically obtained or in hard copy, from unemployment office stating payment dates and amounts.
- Payment stubs.

4. Welfare Payments

Acceptable methods of verification in addition to UIV include:

- The PHA verification form completed by payment provider.
- Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
- Computer-generated Notice of Action
- Computer-generated list of recipients from Welfare Department.

5. Alimony or Child Support Payments

Acceptable methods of verification in addition to UIV include:

- Case ID#s so Child Support can be verified with online systems
- Copy of a separation or settlement agreement or a divorce decree stating amounts and types of support and payment schedules.
- A notarized letter from the person paying the support
- Copy of latest check and/or payment stubs from Court Trustee. The PHA must record the date, amount and number of the check.
- Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If payments are irregular, the family must provide:

- A copy of the separation or settlement agreement or a divorce decree stating the amount and type of support and payment schedules.
- Court or Child Enforcement Division print-out of last 12-months which the PHA will average. The PHA will ONLY do child support changes at the 6-month mark.
- A statement from the agency responsible for enforcing payment to show that the family has filed for enforcement.
- A notarized affidavit from the family indicating the amount(s) received.
- A welfare notice of action showing amounts received by the welfare agency for child support.
- A written statement from an attorney certifying that a collection or enforcement action has been filed.

6. Net Income from a Business

In order to verify the net income from a business, the PHA will review IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months.

Acceptable methods of verification include:

- IRS Form 1040, including Schedule C (Small Business), Schedule E (Rental Property Income), Schedule F (Farm Income). Note: If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense computed using straight-line depreciation rules.
- Audited or un-audited financial statement(s) of the business.
- Credit report or loan application
- Documents such as manifests, appointment books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- Family's self-certification as to net income realized from the business during previous years.

7. Child Care Business

If an applicant/participant is operating a licensed day care business, income will be verified as with any other business.

If the applicant/ participant is operating a day care business which may or may not be licensed, the PHA will require that the applicant/participant complete a form for each customer which indicates: name of the person(s) whose child (children) is/are being cared for, phone number, number of hours' child is being cared for, method of payment (check/cash), amount paid, and signature of person.

If the family has filed a tax return, the family will be required to provide it.

The PHA may conduct interim re-evaluations every 120 days and require the participant to provide a log with the information about customers and income.

If childcare services were terminated, third-party verification will be sent to the parent whose child was cared for.

If the child care business provides day care services for the State of Missouri, third party income verification will be sent to the Family Support Division.

8. Recurring Gifts

The family must furnish a self-certification, which contains the following information:

- The person who provides the gifts
- The value of the gifts
- The regularity (dates) of the gifts
- The purpose of the gifts
- Including "in-kind" where a friend or family member pays a bill or buys food, etc. – reported as income

9. Zero Income Status

Families claiming to have no income will be required to execute verification forms to determine that forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the

household. Families claiming to have no income will have to certify to this status at least quarterly when notified by the PHA.

The tenant will be required to provide a signed statement of money and/or products given and/or purchased for them, if stated on the zero income form. If the PHA does not receive signed statements of amount given, the PHA will implement in-kind derivatives to estimate an approximate income. *The in-kind derivatives are based on census data for an average size household in the state of Missouri and for the “cost” in each category. This information will be reviewed every three (3) years, in April.*

The income received per month must meet a minimum of \$500 per month in order to be exempt from completing the required quarterly zero income form for the tenant file.

10. Full-time Student Status

Only the first \$480 of the earned income of full time students, other than head, co-head, or spouse, will be included towards family income. Financial aid, scholarships and grants received by full time students are not family income.

Verification of full time student status includes:

- Written verification from the registrar’s office or other school official.
- School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

F. INCOME FROM ASSETS

1. Savings Account Interest Income and Dividends

Acceptable methods of verification include:

- PHA may establish a Passbook Savings Rate per PIH 2012-29 to be used during their Fiscal Year, October 1st thru September 30th, if they so desire.
- Last 2 consecutive account statements, passbooks, certificates of deposit, or the PHA verification forms completed by the financial institution.
- Broker’s statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or broker’s verification.
- IRS Form 1099 from the financial institution proved that the PHA must adjust the information to project earnings expected for the next 12 months.

2. Interest Income from Mortgages or Similar Arrangements

Acceptable methods of verification include:

- A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
- Amortization schedule showing interest for the 12 months following the effective date of the certification or re-certification.

3. Net Rental Income from Property Owned by Family

Acceptable methods of verification include:

- IRS Form 1040 with Schedule E (Rental Income).
- Copies of latest rent receipts, leases or other documentation of rent amounts.
- Documentation of allowable operating expenses of the property: tax statements, insurance invoices, and bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

- Lessee's written statement verifying rent payments to the family and family's self-certification as to net income realized.

G. VERIFICATION OF ASSETS (if balance is \$5,000 or more; otherwise a family declaration is all that is required until the 3rd year, then actual verification must be obtained)

1. Family Assets

The PHA will require the information necessary to determine the current cash value of the family's assets, (the net amount the family would receive if the asset were converted to cash.)

Acceptable verification may include any of the following:

- Verification forms, letters, or documents from a financial institution or broker.
- Passbooks, last 2 consecutive checking account statements, certificates of deposit, bonds, or financial statements completed by a financial institution or broker.
- Quotes from a stockbroker or realty agent as to net amount family would receive if they liquidated securities or real estate.
- Real estate taxes statements if the approximate current market value can be deduced from assessment
- Financial statements for business assets.
- Copies of closing documents showing the selling price and the distribution of the sales proceeds.
- Appraisals of personal property held as an investment.
- Family's self-certification describing assets or cash held at the family's home or in safe deposit boxes.

2. Assets Disposed of for Less than Fair Market Value (FMV) During Two Years Preceding Effective Date of Certification or Recertification

For all Certifications and Re-certification, the PHA will obtain the Family's certification as to whether any member has disposed of assets for less than fair market value during the two years preceding the effective date of the certification or re-certification.

If the family certifies that they have disposed of assets for less than fair market value, certification or certification is required that show: (a) all assets disposed of for less than FMV, (b) the date they were disposed of, (c) the amount the family received and (d) the market value of the assets at the time of disposition. Third party verification will be obtained wherever possible.

H. VERIFICATION OF ALLOWABLE DEDUCTIONS FROM INCOME

1. Child Care Expenses

Written verification from the person who receives the payments is required. If the childcare provider is an individual, she/he must provide a statement of the amount they charge and receive from the family for their services. Verifications must specify the child care provider's name, address, telephone number, names of the children cared for, the number of hours the child care occurs, the rate of pay, and the typical yearly amount paid, including school and vacation periods. Family's certification as to whether any of those payments have been or will be paid or reimbursed by outside sources.

Child care expenses are deducted only to the extent that they are not reimbursed and reflect a reasonable charge; and are paid for the care of children under the age of 13.

As stated elsewhere in this document, child care is allowable for the following reasons:

- **Child-Care to Work**
The maximum child-care allowed will be based on the amount earned by the person enabled to work. The “person enabled to work” will be the adult member of the household who earns the least amount of income from working.
- **Child-Care for School**
The PHA will compare the number of hours the family member is attending school relative to the number of child care hours to determine the number of child care hours that will be included in the rent calculation
- **Rate of Expense**
The PHA will survey the local day care providers in the area/community to determine a reasonableness standard. The determination will be made only on a reasonable HOURLY rate. The reasonable rate will be determined based upon the type of care chosen by the family, i.e., center-based or in-home care; State provided care or private care.
- **Actively Seek Employment**
The PHA will obtain evidence that the individual is fulfilling welfare-to-work, requirements or the requirements for receiving unemployment compensation; or is otherwise actively seeking employment. Written verification from a local or state government agency that oversees work related activities will be accepted.

If third party verification is not possible, the PHA will review documents provided by the family and/or a notarized statement from the family member attesting to his or her efforts to find employment.

2. Medical Expenses

Families, who claim medical expenses will be required to submit a certification as to whether or not any expense payments have been, or will be, reimbursed by an outside source. One or more of the methods listed below will verify all expense claims:

- Written verification by a doctor, hospital or clinic personnel, dentist, Pharmacist, or (a) the anticipated medical costs to be incurred by the family and regular payments due on medical bills; and (b) extent to which those expenses will be reimbursed by insurance or a government agency.
- Written confirmation by the insurance company or employer of health insurance premiums to be paid by the family.
- Written confirmation from the Social Security Administration of Medicare premiums to be paid by the family over the next 12 months. A computer printout will be accepted.
- For attendant care: The PHA will require certification from a qualified professional having knowledge of the person’s need for an attendants and who can verify the attendant is necessary as a medical expense.
Attendant’s written confirmation of hours of care provided and amount and frequency of payments received from the family or agency (or copies of cancelled checks the family used to make those payments) or stubs from the agency providing the services.
- Receipts, canceled checks, or pay stubs that verify medical costs and insurance expenses likely to be incurred in the next 12 months.
- Copies of payment agreements or most recent invoice that verify payments made on outstanding medical bills that will continue over all or part of the next 12 months.
- Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate future medical expenses. The PHA may use this approach for “general medical expenses.” The PHA may use this approach for “general medical expenses” such as non-prescription drugs and regular visits to doctors or dentists, but not for one time, nonrecurring expenses from the previous year.

- The PHA will use medical mileage logs (date, destination, purpose, odometer start/stop, total trip miles), attached to appointment receipts, submitted by client multiplied by the current published IRS rate, or cab, bus fare, or other public transportation directly related to medical treatment as a medical deduction.

3. Assistance to Persons with Disabilities

In All Cases:

Written certification from a reliable, knowledgeable professional in which the person with disabilities requires the services of an attendant and/or the use of auxiliary apparatus to permit him/her to be employed or to function sufficiently independently to enable another family member to be employed.

Family's certification as to whether they receive reimbursement for any of the expenses of disability assistance and the amount of any reimbursement received.

- Attendant Care:

Attendant's written certification of amount received from the family, frequency of receipt, and hours of care provided.

Certification of family and attendant and/or copies of canceled checks family used to make payments.

- Auxiliary Apparatus:

Receipt for purchases or proof of monthly payments and maintenance expenses for auxiliary apparatus.

In the case where the person with disabilities is employed, a statement from the employer, that the auxiliary apparatus is necessary for employment.

I. VERIFYING NON-FINANCIAL FACTORS

1. Verification of Legal Identity and Familial Relationships

The PHA will require applicants to furnish verification of legal identity for all family members. The documents listed below will be considered acceptable verification of legal identity for adults. If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

- Certificate of Birth, naturalization papers
- U.S. passport
- Voter's registration
- U.S. military discharge (DD 214)
- Current, valid driver's license
- Government issued identification card
- Company/agency identification Card
- Verification of guardianship is:
 - Court-ordered assignment
 - Affidavit of parent
 - Verification from social services agency

Documents considered acceptable for the verification of legal identity for minors maybe one or more of the following:

- Certificate of birth
- Adoption papers

- Custody agreement
- Health and Human Services ID
- School records

If none of these documents can be provided, a third party who knows the person may, at the PHA's discretion, provide certification to be used as verification.

2. Verification of Marital Status (when necessary to determine custody of children)

- Verification of divorce status will be a certified copy of the divorce decree, signed by a Court Officer
- Verification of a separation may be a copy of court-ordered maintenance or other records.
- Verification of marriage status is a marriage certification.

3. Verification of Permanent Absence of Family Member

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will consider any of the following as verification:

- Divorce Decree
- Legal separation agreement
- Order of protection/restraining order obtained by one family member against another
- Proof of another home address, such as utility bills, canceled checks for rent, driver's license, or lease or rental agreement, if available.
- Statements from other agencies such as social services or a written statement from the landlord or manager that the adult family member is no longer living at that location.
- If the adult family member is incarcerated, a document from the Court or correctional facility should be obtained stating how long they will be incarcerated.
- If no other proof can be provided, the PHA will accept a self-certification from the head of household or the spouse or co-head, if the head is the absent member.

4. Verification of Change in Family Composition

The PHA may verify changes in family composition (either reported or unreported) through letters, telephone calls, utility records, inspections, landlords, neighbors, credit data, school or DMV records, and other sources. If a person is removed from HH, who has income associated with them, we need to have document provided that shows they are actually not still in the unit, copy of lease, utility bill, etc.

5. Verification of Disability

Verification of disability must be receipt of SSI or SSA disability payments under Section 223 of the Social Security Act or 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

J. VERIFICATION OF CITIZENSHIP/ELIGIBLE IMMIGRANT STATUS

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to declare their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA informal review is pending.

1. Citizens or Nationals of the United States

All applicants and participants are required to sign a declaration under penalty of perjury. The PHA will require citizens to provide documentation of citizenship. Acceptable documentation will include at least one of the following original documents:

- United States birth certificate
- United States passport
- Resident alien/registration card
- Social Security card
- Other appropriate documentation as determined by the PHA

2. Eligible Immigrants who were Participants and 62 or over on June 19, 1995

Eligible Immigrants who were Participants and 62 or over on June 19, 1995 are required to sign a declaration of eligible immigration status and provide proof of age.

3. Non-citizens with eligible immigration status

Non-citizens with eligible immigration status must sign a declaration of status and verification consent form and provide their original immigration documents which are copied front and back and returned to the family. The PHA verifies the status through the INS SAVE system. If this primary verification fails to verify status, the PHA must request within ten days that the INS conduct a manual search.

4. Ineligible family members

Ineligible family members who do not claim to be citizens or eligible immigrants must be listed on a statement of ineligible family members signed by the head of household or spouse.

5. Non-citizen's students on student visas

Non-citizen student's visas are ineligible members even though they are in the country lawfully. They must provide their student visa but their status will not be verified and they do not sign a declaration but are listed on the statement of ineligible members.

6. Failure to Provide

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required they must be listed as an ineligible member. If the entire family fails to provide and sign as required, the family may be denied or terminated for failure to provide required information.

7. Time of Verification

For applicants, verification of U.S. citizenship/eligible immigrant status occurs at the same time as verification of other factors of eligibility for final eligibility determination at the time of initial application. The PHA will not provide assistance to any family prior to the affirmative establishment and verification of the eligibility of the individual or at least one member of the family. The PHA will verify the U.S. citizenship/eligible immigration status of all participants no later than the date of the family's first annual reexamination following the enactment of the Quality Housing and Work Responsibility Act of 1998.

For family members added after other members have been verified, the verification occurs at the first re-certification after the new member moves in. Once verification has been completed for any covered program, it need not be repeated except that, in the case of port-in families, if during the initial the PHA does not supply the documents, the PHA must conduct the determination.

8. Extensions of Time to Provide Documents

The PHA will grant an extension of 30 days for families to submit evidence of eligible immigrant status.

9. Acceptable Documents of Eligible Immigration

The regulations stipulate that only the following documents are acceptable unless changes are published in the Federal Register.

- Resident Alien Card (I-551)
- Alien Registration Receipt Card (I-151)
- Arrival-Departure Record (I-94)
- Temporary Resident Card (I-688)
- Employment Authorization Card (I-688B)
- Receipt issued by the INS for issuance of replacement of any of the above documents that shows individual's entitlement has been verified.

A birth certificate is not acceptable verification of status. All documents in connection with U.S. citizenship/eligible immigrant status must be kept five years.

K. VERIFICATION OF SOCIAL SECURITY NUMBERS

Social security numbers must be provided as a condition of eligibility for all family members. Verification of Social Security numbers will be done through a Social Security Card issued by the Social Security Administration. If a family member cannot produce a Social Security Card, only the documents listed below showing his or her Social Security Number may be used for verification. The family is also required to certify in writing that the document(s) submitted in lieu of the Social Security Card information provided is/are complete and accurate:

- Verification of benefits or Social Security Number from Social Security Administration
- Identification card issued by a Federal, State or local agency
- Identification card issued by a medical insurance company or provider (including Medicare and Medicaid)
- An identification card issued by an employer or trade union
- An identification card issued by a medical insurance company
- Earnings statements or payroll stubs
- IRS Form 1099
- Benefit award letters from government agencies
- Retirement benefit letter
- Life insurance policies
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records.

V. ELIGIBILITY FOR ADMISSION

The Family's initial eligibility for placement on the Waiting List will be made in accordance with the following HUD and PHA factors and will not be verified until selection from the waiting list for a Voucher is made.

A. DEFINITION OF FAMILY

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

- a. 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.
- b. A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family. Each family must identify the individuals to be

- included in the family at the time of application, and must update this information if the family's composition changes.
- c. 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 people, 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;
 - d. 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;
 - e. A displaced family, which means a family whose head, co-head, spouse 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;
 - f. 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.
 - g. Live-in Attendants (24CFR982.316): A family may include a live-in attendant who:
 - a. Has been determined by PHA to be essential to the care and well being of the elderly, handicapped or disabled family member; (*“essential” meaning a personal care aide, attendant, helper will assist the person with disabilities to accomplish activities of daily living, including personal care, meal preparation, shopping, toileting, dressing, bathing and many other daily tasks. Sometimes it’s more supervisory and other times it’s more hands-on but it’s a “need for assistance throughout the day &/or night” for care*)
 - 1.Required verification for a live-in aide is a written statement from a reliable, knowledgeable attending health care professional that the person with the disability “requires” the services of a live-in aide not that someone IS a live-in-aide.
 - 2.Certification from an in-home health services agency regarding the need for a live-in aide.
 - b. Is not obligated for the support of the elderly, handicapped, or disabled member; and
 - c. Would not be living in the unit except to provide care of the elderly, handicapped or disabled family member and
 - d. Whose income will not be counted for purposes of determining eligibility or rent; and
 - e. Who may not be considered the remaining member of the tenant family
 - f. Must be a separate sleeping room for live-in aide. Unit cannot be used as a storage place for a live-in aide’s personal business.

Relatives are not automatically excluded from being care attendants, but must meet the definition described above. Relatives can **NOT** be live-in-aides if they already have prior residency with the elderly &/or disabled applicant unless it has been within the last six (6) months of coming on the HCV Program and for a medical reason.

A live-in attendant with a child to attend a sole occupant is not qualified as a live-in attendant, since the child is not needed to attend the elderly, handicapped or disabled individual, unless the child meets the family definition.

Live-in attendants cannot be the remaining member of the tenant family if the person they are attending is no longer a participant in the Section 8 Housing Voucher Program.

B. INCOME LIMITATIONS

Annual income shall not exceed the Very Low Income Limit as established by HUD and published in the Federal Register.

C. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT

Changes that occur during the period between issuance of a voucher and lease up may affect the family's eligibility or share of the rental payment.

D. STUDENT ELIGIBILITY

The Final Rule, "Eligibility of Students for Assisted Housing under Section 8 of the U.S. Housing Act of 1937," was published by HUD in the Federal Register on December 30, 2005. Supplementary Guidance was published by HUD on April 10, 2006, when a law was signed into being exempting college students with disabilities from the restriction, if the student with the disability was receiving Section 8 Voucher assistance as of November 30, 2005.

This rule mandates restrictions on the provision of Voucher assistance to individuals enrolled (full-time or part-time) in an institution of higher education (as defined under section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002) and who are seeking, or receive Voucher assistance separate from their parents.

PHAs must verify eligibility for students already on the program as soon as practicable but no later than their first annual reexamination after the effective date of the rule, January 30, 2006. Ineligible students must be removed from the household, or eligible remaining members must be issued a voucher to move.

Eligibility Factors

Students enrolled at an institution of higher education are **eligible** to participate in the Voucher program if they are:

- 1. over 23 years of age; or**
- 2. a veteran of the United States military (as defined in the notice); or**
- 3. married; or**
- 4. have a dependent child (as defined in the notice); or**
- 5. are disabled and were receiving assistance as of 11/30/05**

If the student **meets** one of the five criteria listed above, and are otherwise eligible, they are eligible to participate in the Voucher program.

But if the student **does not** meet any of the five criteria above, they must meet an additional two-part test to be eligible to participate in the Voucher program:

- They must be eligible for Voucher assistance; and
- The student's parents must also be eligible for the Voucher program, either individually or jointly, **unless** the student can demonstrate their independence from their parents. Such independence is demonstrated by meeting the following
 - o Individual must be of legal contract age under state law (Age 18 years)
 - o Individual must have established a household separate from parents or legal guardians for **at least 1 year prior** to application or individual DOES meet the definition of an independent student (Appendix A of supplemental guidance)
 - o Individual must not be claimed as a dependent by parents or legal guardian
 - o Individual must obtain a certification of amount of financial assistance that will be provided by parents, signed by individual providing the support (even if no assistance will be provided).

If the student **is** independent, their income (which includes all financial assistance, less tuition) is used to determine income eligibility for the program.

If the student is **not** independent, the parent's income (and location), individually or jointly, is used to determine income eligibility of the student for the program. PHAs have to verify income eligibility of parents at least annually. Terminate assistance to student if no longer income eligible.

Individually or Jointly: PHAs may adopt & implement the following to determine whether to obtain the declaration and certification of income from parents (biological or adoptive or guardians) individually or jointly:

Married & living with each other – obtain income declaration and certification of income from each parent.

Widowed or single – obtain the income declaration and certification of income from that parent.

Divorced/Separated – obtain the income declaration and certification of income from the parent with whom the student lived more during the past 12 months (if lived exactly 6 months with each parent, obtain from parent who provided more finance assistance.

PHAs may accept from parents a declaration and certification of income. PHAs may also request and review supporting documentation at any time the PHA determines the declaration, certification or eligibility in question (IRS tax returns, consecutive & original pay stubs, bank statements, and income award letters.)

Income factors

Count as income any assistance (in excess of tuition received) under:

- Higher Education Act of 1965 (i.e., Pell Grant, FSEOG, federal Work Study Programs)
- Private sources
- Institute of Higher Education

May include federal, state, local grants & scholarships (athletic & academic) as well as student educational financial assistance from parents, guardians or other persons residing outside of student family household.

Although considered financial assistance under the Higher Education Act of 1965, Perkins loans, Stafford loans, and plus loans are not considered income for purposes of determining student eligibility for Section 8 housing assistance.

For persons under the age of 24

- Any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual. Loan proceeds are not considered “financial assistance” under this section.

For person age 24 and older with dependent children

- The full amount of student financial assistance paid directly to the student or to the educational institution is excluded from annual income

For persons’ age 24 and older without dependent children

- Any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S. C.1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual. Loan proceeds are not considered “financial assistance” under this section.

E. INELIGIBLE FAMILIES

Families who are determined to be ineligible will be notified in writing of the reason for denial and given an opportunity to request an informal review, or an informal hearing if they were denied due to noncitizen status. See “Complaints and Appeals” chapter for additional information about reviews and hearings.

F. PROHIBITED ADMISSIONS CRITERIA (982.202(b)) (quoted)

Family suitability for tenancy. The owner selects the tenant. The owner decides whether the family is suitable for tenancy. The HA decision whether to admit an applicant to the program may not be based on an applicant’s suitability for tenancy. The HA may deny assistance, to an applicant because of drug-related criminal activity or violent criminal activity by family members.

G. APPLYING FOR ADMISSION

A. COMPLETION OF APPLICATION AND VERIFICATION OF INCOME

1. Applications for the program will be accepted at the Agency Central Office for processing.
2. The application will contain enough information to determine bedroom size assignment and total family income and will contain certification that the information submitted is true and complete. The family will be advised of the Social Security Number and proof of citizenship disclosure and verification requirement. The head of household, spouse and/or other adults in the household will be required to sign the application.

B. APPLICATION PROCEDURES

PHA will utilize an application form. The information is to be filled out by staff whenever possible and by process of phone interviews but not eliminating in-person interviews.

The information on the form will not be verified until the client has been selected from the waiting list for final processing. Final eligibility will be determined when the full application process is completed and verified.

Applicants are responsible for informing PHA of changes in family circumstances (including income) and are responsible for responding to requests from PHA to update applications. Refusal to provide information may result in the applicant being removed from the waiting list.

C. NOTIFICATION OF FAMILY STATUS

Based on the information on the application, if the family is preliminarily determined eligible, the applicant will be informed of the probable date their name will be reached. PHA communication will in no way lead applicants to believe that the estimated date of Voucher issuance is exact, but will stress that the estimated date of Vouchers issuance is subject to

several factors that are beyond PHA's control (i.e. preference determination, turnover, funding, etc.).

1. Right to Informal Review

Ineligible applicants will be promptly provided with a letter detailing their individual status, stating the reason for their ineligibility, and offering them an opportunity for an informal review.

An informal review may be requested for the following decisions denying:

- a. Listing on PHA Waiting List
- b. Issuance of a Voucher
- c. Participation in the Program

Applicants must submit their request, in writing, to PHA within ten (10) days from the date of the determination.

2. Informal Review Procedure

The PHA will follow the procedure below for an informal review:

- A. Notice to applicant denying assistance. This notice will contain a brief statement of the reason for the decision and (if applicable) a copy of the criminal record used to determine denial and state that the applicant can request an informal review.
- B. Review will be conducted by any person or persons designated by the PHA, other than the person who made the decision.
- C. Applicant will be given the opportunity to present written or oral objections to the decision.
- D. PHA must notify the applicant, in writing, of a final decision after the informal review stating the reason for final decision.
- E. PHA is not required to provide an informal review for the following:
 1. Discretionary administrative determinations.
 2. General policy issues or class grievance.
 3. Size of the family unit.
 4. PHA determination whether to approve an extension or suspension of a Voucher.
 5. PHA determination not to grant approval to lease a unit.
 6. Unit not in compliance with HQS.
 7. PHA determination that the unit is not in accordance with the family size or composition.

H. COMPLETION OF THE FULL APPLICATION

Due to the length of the Waiting List and time involved in verification of eligibility, the application will be completed by a scheduled phone interview. All parts of the completed application will be mailed to applicant for signature(s) with a letter requesting copies of applicable documents.

The Housing staff will complete the full application and will interview families.

1. Requirement to Attend Scheduled Meeting

- a. It is the applicant's responsibility to reschedule the interview if they miss the appointment.

All adult family members are required to sign the housing application.

2. Verification of full Application Information

- a. Information provided by the applicant will be verified including information of family composition, income, assets, allowances and deductions, full time student status, and other factors relating to eligibility determination before the applicant is issued a Voucher.

(b.) Third party verification in writing (sent by mail) is preferred. Oral third party verifications are acceptable if they are properly documented.

If the third party verification is impossible, PHA will use documents provided by applicants. Documents will be photocopied, staff certification forms noting document viewed will be used by recording the source of information, the information obtained, and signed and dated by the staff person who viewed the document.

If third party and documents viewed are not available as verification methods by PHA, PHA will accept a notarized applicant certification with the information needed.

I. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

After the verification process is completed, PHA will make its final determination of eligibility, based on the same factors as preliminary eligibility, but with verified data at this point in time.

J. GROUNDS FOR DENIAL OF ADMISSION

In accordance with 24 CFR 882.210, PHA is **not required** to assist families who:

1. Currently owe rent or other amounts to PHA or any other PHA unless the family repays the full amount of the debt owed;
2. Were previous participants in PHA's Section 8 Program and left the program owing PHA money for claims for unpaid rent, damages, or vacancy loss;
3. Breached an agreement to repay monies owed PHA;
4. Previously violated the family obligations listed on the voucher.
5. Committed fraud in connection with any federal housing assistance program.
6. Has a criminal or drug abuse record, three (3) years back from application processing date or if the family has been evicted from Public Housing for drug abuse or criminal activity.
7. Any sex offender who is listed on the official Sex Offender Registry for any state.
8. Misrepresentation on application and forms that client signs.
9. Any member(s) who have engaged in or a threatened violent or abusive behavior toward HA personnel.
 - *Abusive or violent behavior towards HA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

- *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

VI. MAINTAINING THE WAITING LIST

A. WAITING LIST

After the preliminary eligibility determination has been made, applicants are placed on the waiting list. PHA will maintain an accurate waiting list that conforms to HUD requirements.

PHA shall maintain one (1) waiting list for the Green Hills and extended service Area in accordance with the following factors:

1. The application will be a part of the permanent file.
2. Applications will be maintained in order of preference and date and time of received complete applications.
3. All applications must meet “very low income” eligibility requirements as established by HUD.

The following families will not be considered part of the waiting list and will be treated under the “Transfer” section of this plan:

1. Portability families from another jurisdiction holding a valid voucher.

B. PREFERENCE

~~Below are the preferences that will determine the position of the application on the Section 8 Waiting List. On the application the information that is part of the application will include the categories of the preferential wait list. All answers that are provided to these questions will be verified in order for application to be considered. If none of the preferential categories are met, then the application will be returned to the date and time of receipt of the application waiting list order.~~

~~Our preferences are as follows:~~

- ~~1. **Elderly**
An elderly household is defined as a household whose head of household; spouse or co head of household is 62 years of age or older.~~
- ~~2. **Disabled**
A disabled household is defined as a household that includes a person or persons with a disability as defined by the Social Security Act and currently receiving Social Security Disability and/or Supplemental Security Income. Information related to disability status is provided on a voluntary basis~~
- ~~3. **Working**
A working family is defined as a family of one (1) or more persons in which the head of household, spouse or co head of household is:

 - ~~a. Employed for a minimum of three (3) weeks at 20 hours per week (must be employment — volunteer work does not qualify for this preference)~~
 - ~~b. On temporary leave of absence due to illness, injury, etc. (120 days maximum before returning to work)~~~~
- ~~4. **Other Form(s) of Income**~~

- a. ~~“Other Adult” in Household is receiving Social Security &/or Social Security Disability~~
- b. ~~Child in Household is receiving Social Security benefits from being disabled, a survivor, as child support, etc.~~
- c. ~~Adult(s) are employed but at less than 20 hours per week~~
- d. ~~Adult(s) are self employed and have records &/or tax returns to verify~~
- e. ~~Child Support Only~~
- f. ~~Gifts of \$1,000 per month or more~~

5. ~~Local Resident~~ ~~—Waived during time we have HHR~~

~~A local resident is defined as:~~

- a. ~~An applicant who resides within the nine (9) county service area of Caldwell, Daviess, Grundy, Harrison, Linn, Livingston (outside city limits of Chillicothe), Mercer, Putnam and Sullivan Counties. Extended service in the counties of Andrew, Buchanan (outside city limits of St. Joseph), Clinton and DeKalb.~~
- b. ~~An applicant who is working (paid employment) or who has been notified that he/she has been hired to work within the nine (9) county and extended service area, as listed above.~~

C. CLOSING AND RE-OPENING THE WAITING LIST

PHA will close and re-open their waiting list whenever the need arises.

- a. PHA will give the public notice by publication in newspapers of general circulation in the Green Hills, and extended service area, of closing and re-opening of our waiting list.
- b. PHA will give the public notice by publication on the CAPNCM Facebook page and Website of closing and re-pending of our waiting list.

D. UPDATING THE WAITING LIST

PHA will periodically update the waiting list to ensure that it is current and accurate.

PHA will mail a letter to the applicant’s last known address, requesting information regarding their continued interest in maintaining a place on the waiting list.

If the applicant did not notify PHA of a move as required, PHA will not be responsible for the applicant’s failure to receive the update request.

The request letter will include a deadline date by which applicants must contact PHA of their continued interest, by mail or in person. If PHA fails to receive the applicant notice by the deadline date, the applicant’s name will be removed from the waiting list.

Applicants will be given fifteen (15) days to return the notice of continued interest. PHA does not accept responsibility for mail delays.

E. FINALIZING THE DETERMINATION

All completed and verified applications are added to an “eligible to be notified” list and families are called in for briefing and issuance of vouchers in accordance with this Administrative Plan.

The Section 8 staff prepared each application to ensure the very low income requirement is met, the elderly/non-elderly and unit size distribution is followed and that the number of vouchers issued is sufficient to maintain contracts for the number of units authorized.

****When a family approaches an owner to apply for tenancy, the owner is responsible for screening the family and deciding whether to lease to the family, just as the owner would with any potential tenant. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy.**

VII. OCCUPANCY STANDARDS

A. VOUCHER SIZE ISSUED

HUD guidelines require that PHA establish standards for the determination of voucher bedroom size and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. They also must meet the minimum requirements of the Housing Quality Standards.

The term of a Voucher: issue for 60-days; first extension 30 -days; second extension 30-days. Total 120 days.

The unit size assigned to a participant in the Voucher Program serves as the basis for determining maximum rent that can be paid to an owner for the unit selected by the family.

The unit size on the voucher remains the same as long as the family composition remains the same, regardless of the actual unit size selected.

The occupancy standard could determine the bedroom size. These general guidelines are used in determining voucher size:

VOUCHER SIZE	MINIMUM # PERSONS IN HOUSEHOLD	MAXIMUM # PERSONS IN HOUSEHOLD
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedroom	2	4
3 Bedroom	3	6
4 Bedroom	4	8

PHA shall grant exceptions from the standards if PHA determines the exceptions are justified by the relationship, age, sex, health, or handicap of family members, or other individual circumstances. The family may request a larger size than that listed on the voucher by submitting to PHA, in writing, a request for a larger size voucher and give the justification for the request within ten (10) days of the determination of bedroom size by PHA listed on the voucher. PHA will consider the request according to the conditions outlined in this Plan and determine whether or not the request will be granted. The necessity for an exception to unit size standards must be verified and documented. The granting of the exception shall be at the discretion of PHA.

Single parents with child under the age of four (4) years old, only receives a 1-bedroom voucher. Same sex children will be allowed one (1) bedroom for every two (2) persons.

Special circumstances may dictate a larger size than the Occupancy Standards shown such as:

1. Spouses who, because of verified medical reason, cannot share a bedroom;
2. An elderly, handicapped, or disabled person who requires a live-in attendant.

B. UNIT SIZE SELECTED

The family may select a different size dwelling than that listed on the voucher:

There are two (2) criteria to consider for the Voucher Program:

1. Payment Standard Limitation: PHA will always apply the payment standard for the Voucher size approved for the family.
2. Housing Quality Standards: HQS standards allow two (2) persons per living/sleeping room and would permit the following maximum occupancy, assuming a living room is used as a living/sleeping area:
 - a. 0 Bedroom – 1
 - b. 1 Bedroom – 4
 - c. 2 Bedroom – 6
 - d. 3 Bedroom - 8
 - e. 4 Bedroom - 10

VIII. INCOME CONSIDERATIONS / DETERMINATION OF TOTAL TENANT PAYMENT

A. DEFINITION OF TEMPORARILY ABSENT

If the family has to leave the household for more than ninety (90) days in an annual lease, the unit will not be considered to be their principal place of residence and they will be terminated from the Program.

If there is a one parent home and the children are taken away from the parent because of abuse, but after counseling the children will be returned, PHA will try to find out from Social Services how long it will be before the children will return.

The parent will retain his/her eligibility as a remaining member of the tenant family. He/she will have to be issued a different size voucher.

To determine where and when the bedroom size should be changed, PHA will use an approximate time, usually re-certification, depending on the individual circumstances and verification provided.

If the single parent leaves the household and if another adult is brought in to take care of the children while the parent is away, as long as the family continues to meet the definition of family, the assistance is not terminated. A change in family composition will be made if the stay is longer than the visitor provision defined in the lease (typically 30 days).

1. Spouse

If the husband or wife leaves the household and will be gone for six (6) months or more of the re-certification period and the family declares them permanently absent in writing, they will be determined permanently absent and will be removed from the lease.

If the husband or wife leaves the household and the period of time is estimated to be less than six (6) months, the family member will be determined temporarily absent unless one of the situations below occurs:

- a. If the husband or wife obtains a divorce or legal separation, the person who leaves the household will be considered permanently absent. If the family member with children gives notice to PHA before vacating the unit, PHA will discuss the situation and make a determination as to who will retain the voucher.

- b. If the spouse is incarcerated, a document from the Court or prison should be obtained as to how long they will be incarcerated.

2. Adult Child

If an adult child goes into the military and leaves the household, they will be determined permanently absent.

A student (other than husband or wife) who attends school away from home but lives with the family during school recesses will be considered temporarily absent (income counted on lease, counted for voucher size).

3. Joint Custody of Children

Children who are subject to a joint custody agreement but live in the unit at least 50% of the time will be considered members of the household. "50% of the time" is defined as 183 days of the year, which do not have to run consecutively. It is the responsibility of the parents to prove to the PHA who has the children 51% of the time. If time is equally shared then the determination will be on a case by case basis considering factors such as: where the child(ren) are registered in school, who was leased first on the program, who is the most self-sufficient, and who can prove to the PHA that a family plan is in place in the best interest of the child(ren). This material will be reviewed by the housing management staff and a decision rendered.

4. Sole Member of Household

If the sole member of the household has to leave the household to go to the hospital or nursing home, advice from a reliable medical source will be obtained as to the likelihood and timing of their return. If the medical source feels they will be permanently confined to a nursing home, they will be considered permanently absent. In no event, however, will the unit be considered their principal place of residence when they are out of the household for more than three (3) months.

5. Visitors

Visitors are allowed to stay for up to thirty (30) days in the typical lease. If the person is a visitor and does not intend to become a "permanent" member of the family, PHA does not have to consider this a change in family composition.

If an adult "visitor" stays in the unit for more than thirty (30) days per year, they will be considered a member of the household. Minors may visit for up to ninety (90) days per year without being considered a member of the household as long as they have written permission of the owner/manager to stay longer than thirty (30) days and the head of household still claims them as temporary members.

6. Reporting to Owner

The additional person whether a family member or visitor must be reported to the owner/manager. In the case of the minor staying longer than thirty (30) days, as described above, written permission must be obtained from the owner, allowing them to continue in residence as a visitor.

7. Reporting to PHA

The family will have to declare a member as permanently or temporarily absent in writing to PHA. PHA will advise the family at that time, or at re-examination, what the options are and how it might affect the Total Tenant Payment or the voucher size.

8. Temporarily Absent Family Member's Income

Income of temporarily absent family members is counted.

If the spouse of the head of household is temporarily absent, his/her entire income is counted whether or not he/she is on the lease.

If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire) is counted as income.

MINIMUM RENT

1. All tenants who receive Housing Assistance Payments under the Voucher Program will pay a monthly “minimum rent” of not less than \$25.00 per month.
2. This \$25.00 minimum is required, but the staff will use good interviewing skills to determine whether there actually is income, that is not being reported.
3. Families may not be required to apply for welfare, but it may be suggested to them.

IX. BRIEFING OF FAMILIES AND ISSUANCE OF VOUCHERS

A. BRIEFINGS

*Families will be notified of their eligibility for assistance and at that time are invited to attend a group briefing with date and time OR mailed a briefing with information and specific instructions printed and copied in bold colored print and highlighted in areas of importance. If the notice is returned by the post office with no forwarding address, the applicant will be denied and their name will not be placed back on the waiting list. If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. Applicants who fail to attend the initial group scheduled briefing will automatically be scheduled for another briefing. Applicants who fail to return the documents requested, in the packet, in the time frame given in bold colored print will be exited from the system as failed to respond. The PHA will notify the family of the date and time of the “second” scheduled briefing. Applicants who fail to attend two (2) scheduled briefings, without PHA approval, will result in a nullified application. *At a point in the near future, there will be a link on our agency website where those applicants will be invited to “view” a briefing video of important program information and they will have to comment on the video. This video viewing will become a part of the Receipt of Briefing Packet form that must be signed, dated and returned.*

1. Purpose of the Briefing: To go over, or have participant study colorful, highlighted information in the Voucher holder packet in order to develop a basic level of understanding about the program so that he/she will be able to discuss it with potential participating owners.
2. Group Briefing Attendance Requirement: All families are required to attend the briefing where they are initially issued a Voucher. No Voucher will be awarded unless the household representative has attended a briefing. In lieu of actual face-to-face meetings; mailers are sent, therefore, families are required to review, sign and return all documents prior to their Voucher becoming active.

Failure of an applicant to participate (No Call / No Show) in the scheduled group briefings shall result in withdrawal of his/her application. The applicant will be notified of such withdrawal and determination of ineligibility and of his/her right to an informal review. If an applicant needs reasonable accommodation or does not have transportation to get to one (1) of the two (2) briefing locations, we will use the mailing method of briefing and if available the link to the briefing video. If an applicant needs reasonable accommodation due to being deaf, not being able to read,

comprehend or interpret the information, staff will do their best to partner with applicant's family, friends, case workers or any other resources available, even meeting one-on-one in the main office conference room of the PHA to meet the special need of the applicant. *Note: One-on-one meetings may have specific restrictions per State &/or Local requirements / guidelines.

3. Format of the Group Briefing: Voucher holders are interviewed as a group or individually (when needed), by a Housing Assistance staff member and given an opportunity to ask questions and are requested to sign their Voucher. They are also informed of procedures for notifying PHA of program abuses such as required side payments or other overcharges and Housing Quality violations in the unit. Those Voucher holders who are mailed packets are made aware of procedures for notifying PHA by colorful print and highlighted information and by asking them to initial that they have read and understand, at least to a basic level of understanding.

The applicant is provided with the following:

- a. Voucher holders packet containing:
 1. Those items required by Section 882.209(b) of the regulations;
 2. A general information brochure explaining the basics of the rental program;
 3. Description of Payment Standards and Housing Assistance Payments;
 4. Any supplemental material PHA may deem necessary; such as referral information to the local domestic violence abuse shelter.
 5. The PHA will give to the landlord the name and address of the landlord at the family's current and previous address.
4. General Policies: In addition to the briefing requirements to be covered determined by HUD regulations, the following items shall be discussed &/or highlighted in the briefing material:
 - a. The amount of the maximum deposit, which can be collected by the owner. Collection of the Security Deposit and any special terms provided for the payment of the deposit shall be between Owner and Tenant.
 - b. The Fair Housing Law and how to file a complaint with the local agency.
5. Household Obligations under the Section 8 Voucher Program: Generally, under the Section 8 Voucher Program, the relationship between tenant and landlord are the same as in the private housing market.

However, once a household receives a Section 8 Voucher, he/she has the following additional obligations:

- a. Find a rental unit which is the correct size and rent reasonableness; cannot be a landlord &/or unit that has been determined “Ineligible” for program participation;
 - b. Turn in proper forms to PHA within the Voucher period so that the unit may be approved;
 - c. Keep appointments set by PHA for determination of continued eligibility;
 - d. Notify PHA in a timely manner of changes in household composition and certain types of changes in income;
 - e. Notify PHA prior to moving from their unit.
6. Owner Referrals: Voucher holders may contact the PHA for referrals to program participating landlords in an area they are seeking housing in order to get a “jump” start.

B. SECURITY DEPOSIT REQUIREMENTS

- 1. Voucher Program

The owner may collect a Security Deposit in an amount not to exceed Missouri Statutes.

The amount of the Security Deposit, if the tenant is a lease in place, may remain at whatever deposit was collected by the Owner.

C. VOUCHER ISSUANCE

At the close of the Briefing Session, the Section 8 staff member will issue a Housing Voucher, which is a contract between PHA and the household specifying the rights and responsibilities of each party.

The number of Vouchers issued must ensure that PHA stays at 100% (or as close as possible) lease-up. Therefore, PHA should maintain monthly reports to determine when applications should be taken, the number of Vouchers to be issued based on turnover statistics, and whether or not PHA should “over issue”.

- 1. Expirations

- a. The Voucher is valid for a period of 60 days from the date of issuance. Prior to expiration, the family may contact PHA to inquire about assistance PHA can provide the family in locating suitable housing.
- b. The family must submit a Request for Lease Approval and Lease within the 60-day period unless PHA has granted an extension.

- 2. Extensions

A family may request an extension of the Voucher time period. All requests for extensions should be received prior to the expiration date of the Voucher.

Extensions are permissible at the discretion of PHA primarily for three (3) reasons:

- a. Extenuating circumstances such as hospitalization or a family emergency for an extended period of time, which has affected the family’s ability to find a unit within the initial 60-day period.

- b. The family has evidenced that they have made a consistent effort to locate a unit and request support service from the Section 8 staff member, throughout the initial 60-day period with regard to their inability to locate a unit.
- c. The family has turned in a Request for Lease Approval prior to the expiration of the 60-day period, but has not passed Housing Quality Standards.

PHA staff extends in one or more increments, not to exceed an additional 60 days for a grand total of 120 days.

D. TRANSFER

There is “long distance” and “short distance” portability. The transfer portability rules apply to Vouchers within the same contiguous Green Hills and extended service area. The “long distance” portability rules apply to Vouchers used outside the Green Hills and extended service area.

1. “Long and Short Distance” Portability

On outgoing Vouchers: PHA shall allow Voucher families to move to another locality and continue their rental assistance as long as the following conditions are met:

- a. ~~They have lived in our jurisdiction when they applied for Section 8 assistance for one year.~~
 - ~~If neither the head of household nor the spouse/co head of an applicant family had a domicile (legal residence) in the PHA’s jurisdiction at the time the family’s application for assistance was submitted, the family must live in the PHA’s jurisdiction with voucher assistance for at least twelve (12) months before requesting portability.~~ Modify per FR & b/c of HHR
- b. ~~If they lived outside of our jurisdiction when they applied, they must live in our jurisdiction for one (1) year before “long distance” portability is allowed.~~ modify per FR & b/c of HHR
 - In addition, PHA may establish a policy denying the right to portability to non-resident applicants during the first twelve (12) months after they are admitted to the program.
- c. The tenant does not violate the Family Obligations listed on the voucher; or
- d. They do not owe PHA or another PHA money paid under the Public Housing Program; or
- e. They do not owe landlord money for unpaid rent or damages.
- f. The family must be current on a repayment agreement.
- g. The family has not moved under portability within the last twelve (12) months.

PHA will issue another Housing Choice Voucher to the tenant as long as they follow these procedures.

During the initial 12-month period of program participation the family may **not** move. TBD

After the initial 12-month period, the family may not move more than once a year (at their re-certification date). TBD

Participants who wish to transfer out of the area have to meet one (1) of three (3) criteria for transferring.

Medical ~ moving closer to treatment facility or to be under close supervision of a physician or mental health professional

Employment ~ moving closer to an already secured job to retain that employment; must be 20 hours per week and be a place of business registered with the state in which they do business, or

Education ~ enrolled in an institution of higher education and physically attending classes on campus (does not include online classes)

The participants must provide written documentation/verification of the above reason to move.

Participants who wish to transfer at re-certification time, to another unit inside the PHA's jurisdiction, must provide a written thirty (30) day notice to their landlord and PHA; otherwise a signed recission will be used as documentation. Under certain circumstances involving health, education, or employment, the Housing Assistance Director may waive this limitation. After one year, Tenant or Landlord must give proper notice to PHA and Landlord or Tenant.

PHA will not rush transfers; therefore, the time frame, to process a transfer, will be a minimum of sixty (60) days from the date that the transfer packet is mailed out to the participant.

On incoming Vouchers: PHA will accept families with a valid Housing Choice Voucher from another PHA's jurisdiction.

The families will be serviced as follows:

- a. If PHA has an available Voucher, the family will be offered that form of assistance and the family will be transferred to PHA's program.
- b. If PHA does not have an available Voucher, PHA will administer the Voucher of the Initial PHA.
- c. If PHA chooses option 1, but does not have an available Voucher and, therefore, administers the Initial PHA's Voucher temporarily, PHA may transfer the family to their program when a Voucher becomes available.

E. OCCUPANCY STANDARDS FOR PORTABILITY

If PHA administers the Voucher as the Receiving PHA, and the family has a change in family composition, which would change the Voucher size (and therefore the applicable Payment Standard), the Receiving PHA will note the file with the proper size Voucher according to their own Occupancy Standards.

The Initial PHA will not be required to change the Voucher size issued, but the subsidy and FMR limitations will be appropriately applied according to the Receiving PHA's standards and the Initial PHA will be billed accordingly.

X. LOCATING SUITABLE HOUSING

A. RESPONSIBILITY FOR LOCATING HOUSING

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. This means that the housing must be within the rent limitations set by the Voucher Program, must meet Housing Quality Standards requirements, including minimum bedroom size requirements for units.

Families cannot seek out "ineligible landlords" or "ineligible units" just to "toll" their voucher or in hope that another unit will qualify – ineligible means we will NOT accept them / structure back into the program. We will refer the applicant to other participating landlords on our program in hope that they will find other housing or referrals through them.

B. ELIGIBLE TYPES OF HOUSING

The following types of housing may be utilized on the Voucher Program (unless designated otherwise):

1. All Structure types can be utilized, including but not limited to single family, duplex, triplex, four-plex, garden apartments, townhouses, high rises and manufactured / mobile homes - (that are in Good/Solid/Sound condition)
2. Families cannot lease properties owned by relatives (Mothers, Fathers, Grandmothers, Grandfathers, etc.) as stated in the HUD Regulations (Federal regulation included in tenant briefing packet), i.e. Reasonable Accommodation, which the PHA has narrowed down further to severely disabled. Severely Disabled is defined as follows:
 - Using wheelchair, caner, crutches, walker
 - Difficulty performing one or more functional activities (seeing, hearing, speaking, lifting, stairs, walking)
 - Difficulty with one or more activities of daily living (getting in/out of bed, chair, bathing, dressing, eating, toileting)
 - Difficulty with one or more activities of instrumental activities of daily living (meal prep, light housework, bill pay, taking medication, use of telephone)

C. INELIGIBLE TYPES OF HOUSING

The following types of housing will not be utilized on the Voucher Program (unless designated otherwise):

1. ***Rural Units.*** A unit that is situated in a rural setting (not within the city limits of specific cities in the counties Grundy County PHA serves) must be a house, manufactured home, duplex or apartment that is physically situated off a paved road. If the unit is on a parcel of land that is being used by the landlord for crops, hunting, government subsidized land, etc. all buildings, equipment and other items used to maintain the land must be located behind the unit proposed for assistance. NO ingress or egress for the prosed unit can consist of storage or usage on the part of the landlord. Grundy County PHA operates within an assigned location and program participants must look within these locations. The units must be free from roads/land that are not subject to flooding or the thoroughfares are not subject to flooding, poor drainage, sewage hazards, air/water pollution or other types of instability issues in a safe, crime-free neighborhood. (Extreme rural settings must meet the paved surface and other standards set forth above).

D. REQUEST FOR TENANCY APPROVAL

The Request for Tenancy Approval must be submitted prior to the expiration of the Housing Voucher, unless the Voucher has been extended by PHA.

The Request for Tenancy Approval Form must be signed by both Owner and Voucher holder. PHA will review the document to determine whether or not it is approvable. PHA will also schedule a Housing Quality Standards Inspection.

The unit must meet the Housing Quality Standards. If PHA determines that the unit does not meet the Housing Quality Standards, the family and owner will be notified.

XI. HOUSING QUALITY STANDARDS AND INSPECTIONS

Note – NSPIRE - Housing and Urban Development continues to “test” a new Inspection Standard that will be implemented in the near future for ALL Housing Authorities (Public Housing/Section 8 Voucher). This new format, NSPIRE (National Standards for The Physical Inspection of Real Estate), will implement improvement in the technical accuracy, relevance, clarity, and objectivity for the standards and reflects HUD’s commitment to clear, plain-language inspection standards that improve repeatable and consistent inspection results. NSPIRE’s approach to standards development follows a clearly defined core set of principles: people-centered design, a focus on efficiency, science-based rationales, continuous collaborative improvement, and streamlined operations. Although the standards as currently developed would contain inspection criteria that would require a higher frequency of inspection and initial inspections in the Section 8 Housing Choice Voucher Program verses that of Public Housing significant changes in protocol will occur. Through this administrative plan Grundy County PHA reserves the right for changes in the Inspection protocol at any time in order to meet the Federal Register Guidelines as mandated by HUD/NSPIRE.

A. GENERAL PURPOSE

PHA is required by HUD regulations to inspect the unit to ensure that it is “decent, safe, and sanitary” as defined by HUD’s Housing Quality Standards.

No unit will be initially placed on the Section 8 Housing Voucher Program unless these standards are met. Units must also meet the Housing Quality Standards as long as the family is on the Program.

There are three (3) types of inspections PHA will perform:

1. Initial

All utilities must be on. All appliances must be installed and operating for the inspection. If any of the utilities are not on at the time of the inspection, it will be considered inconclusive and an inspection will not be conducted. No deficiency list will be sent out on inconclusive inspections due to utilities not in service. PHA will automatically reschedule another inspection with ten (10) days of the date of the first inconclusive inspection. A notice will be mailed to the owner with the scheduled date and time block.

In the event of two (2) inconclusive initial inspections, the unit would be determined ineligible to participate in the HCV program and the tenant will be advised to select another unit.

If, during the course of the inspection the inspector identifies twelve (12) or more deficiencies, the inspection will be cancelled and the unit determined ineligible to participate in the HCV program. No deficiency list will be sent out. A statement of unit ineligibility to participate will be sent out to the landlord and tenant. The tenant will be given an opportunity to seek an alternate rental unit.

Information that is obtained during the course of the initial inspection will be used to determine the acceptability of the unit. Units that are in marginal condition and may be likely to fail HQS in a year or less due to various conditions of the property may be determined ineligible for the HCV program. If a unit is determined ineligible, the tenant will be advised to select another unit.

2. **Annual**
Required, Routine, Normal

3. **Special/Complaint**
The Housing Quality Standards inspections by PHA staff are not intended, nor do they insure compliance with other pertinent codes. They are solely for the purpose of determining the eligibility of the unit for leasing in the Voucher program.

The tenant, landlord or a representative of either party, over the age of 18, must be present during the inspection. The inspector may request a photo ID to verify the age of the representative if the landlord or tenant is not present. If a photo ID cannot be produced, the inspection will be considered inconclusive. It is strongly recommended that both the landlord and tenant be present for all inspections.

Methods for Inspection and Enforcement

- The use of photos in HQS inspections can be an effective tool for improving monitoring and oversight of PHA's current HCV inventory. In particular, photos can be used in concert with the form HUD 52580 (inspection form) to document the overall quality of the HCV unit. PHA may choose to use photos only to document specific HQS deficiencies identified on the inspection form, including damages or unusual circumstances. Photos are also a good tool to verify that deficiencies have been corrected properly. HCV owners can submit photos of the corrected HQS deficiencies to PHA, thus eliminating the need for PHA to conduct re-inspections of units. Although verification that HQS deficiencies have been properly corrected often involves a re-inspection of a unit, a re-inspection is not necessary if the PHA can obtain sufficient verification through other means. The PHA is required to have the Work Order returned and signed by the landlord and prospective tenant prior to a contract being issued if the unit does not pass the HQS pursuant to the initial inspection.
- 2018 HUD UPCS-V protocol requires the use of photographs that are immediately made part of an electronic file that is used both in the office of Grundy County PHA and also transmitted to the National HUD office in Washington D.C. However, all PHAs, when including photos in their HQS inspections, should follow a few simple, necessary steps. PHA will use the following for storing inspection files electronically, or with hard copy files, each photo taken should (1) be clearly labeled so that the relevant content of the photo is easily identified; (2) be matched to a specific item on the inspection form along with any written description of the HQS violation; and (3) when HCV landlords submit photos they should also be clearly labeled and matched to a specific item on the form.

Although PHA cannot require HCV owners to submit photos of corrected HQS violations, it can be an effective and efficient way for corrections to be verified.

- It is incumbent upon PHA when using photos for HQS inspections to remember that protection of tenant and landlord privacy is a serious matter. In addition to an HQS deficiency or correction, some photos may contain personal effects of the participant and/or landlord. PHA will ensure that these photos remain secure and are used only by staff or others needing access for purposes of the HQS inspection. The photos may remain within a secure file as long as a family is receiving assistance in the specific unit.

B. MISSED APPOINTMENTS

Initial and Recertification inspection appointment letters are mailed to tenant and landlord. If there is a no-show, then **Second** inspection appointment letter is mailed to tenant and landlord. If that results in a no-show, then a **Termination** of assistance letter will be mailed regardless if the tenant has submitted recertification paperwork.

C. SELF-CERTIFICATION and/or WORK ORDERS

PHA will only allow landlords who have a history of HQS compliance to qualify for use of a repair self-certification. Items that qualify for self-certification include:

- *cracked or missing cover plates
- *dripping faucet
- *torn screens
- *exterior door fittings
- *exterior/interior ballisters- unless there is a large gap
- *missing battery in smoke detector
- *1 non-working burner on a stove
- *running toilet
- *missing down spouts
- *non-working vent fan in bathroom

The PHA may at its discretion use a self-certification form as verification of completed repairs on minor non-hazardous deficiencies. This form will require original signatures of the landlord and tenant certifying the repairs have been adequately made. A recent photograph and any supporting documents of the repaired item(s) may be provided.

The PHA may at its discretion, following receipt of the signed Work Order, schedule a follow-up inspection as an additional form of confirmation of completed repairs. At time of said follow-up inspection, if it is discovered that the Work Order has been falsified by the Landlord / Tenant, a thirty (30) day notice of termination will be sent to the Landlord / Tenant with a program ban of three (3) years from the date of termination.

Failure to return the work order (signed by both), within the federally required thirty (30) day time frame, will result in termination of assistance (if applicable) and determining the rental unit “ineligible” to participate in the HCV program, with this family (currently & in the future), **IF** the fail items were tenant inflicted fails.

Failure to return the work order (signed by both), within the federally required thirty (30) day time frame, will result in termination of assistance (if applicable) and determining the rental unit “ineligible” to participate in the HCV program, with this landlord (currently & in the future), **IF** the fail items were landlord fails.

D. TIME REQUIREMENTS FOR REPAIRS

24-Hour: smoke detectors, exposed wires, water related issues (if tenant created) or anything that poses a potential immediate danger. Verification must be e-mailed and re-inspected on next trip in area

10-Day: repairs or reconnect of service for permanent heat sources

30-Day: ALL items are inclusive unless listed in the 24-hour or 10-day requirement

Failure for landlord and/or tenant to make corrections or request a re-inspection within the required time frames WILL result in abatement of rent of the month following, followed by termination of assistance

Failure for the landlord &/or tenant to make corrections **AND** return the work order (signed by both), within the federally required thirty (30) day time frame, will result in abatement of rent for the month following, followed by termination of assistance and determining the rental unit “ineligible” to participate in the HCV program, with this family (currently & in the future), **IF** the fail items were tenant inflicted fails **OR** landlord (currently & in the future), **IF** the fail items were landlord fails.

E. PHA REQUIREMENTS

Bathrooms: Must have solid surface form of cover over door opening

Interior Surfaces: PHA does **NOT** inspect for mold. PHA will address mold-like substances

Floors: Any telephone, cable TV, computer wiring, etc. must be installed so it presents no tripping hazards. All floors should have some type of baseboard, trim, or sealing for a “finished look”. Vinyl baseboard is permitted. Carpets or other floor coverings that are unsanitary or present any form of a tripping hazard are not acceptable.

Paint: de-minimus standard; exterior surfaces 20 square feet, interior surfaces 2 square feet in any one room OR 10% of the total surface area of an interior or exterior component (i.e. window sill, baseboard, other trim)

Heating and Plumbing: Inadequate clearance around furnaces and hot water heaters of items being stored will be considered a “Fail” item.

Housekeeping Conditions: unit must be clutter free around exits and doorways; free from severe infestations of vermin / roaches; free from heavy accumulated garbage/debris; good air quality – not of filth, sewage, exhaust, etc.; and must be in somewhat of an organized manner as to allow clear passage from room to room.

Infestation: In single family units, infestations of mice, rats, roaches, or other vermin is the responsibility of the tenant to eradicate, unless otherwise provided in the lease. Bed Bugs are the responsibility of the landlord, in ANY unit, BUT if the tenant fails to uphold their end of the clean-up process and maintain the on-going condition it requires to continue the on-going eradication; the 2nd clean-up becomes the burden of the Tenant.

Site and Neighborhood Conditions: *Out buildings such as storage sheds or detached garages must be structurally sound. *Any out building in danger of collapse that could immediately affect the health or safety of the occupants will be considered a critical deficiency which requires repairs within twenty-four (24) hours of being identified by the

inspector. *Neighboring properties must be free of any hazardous conditions that could affect the health or safety of the occupants. *Unregistered motor vehicles, boats, campers, etc., may not be stored on property. *Unlicensed (or out of date license) and non-operational vehicles, trailers, motorcycles, boats, or any other motor powered crafts cannot be stored on the premise that is being assisted. A tenant can submit documentation from the Missouri Department of Revenue Fee Office as confirmation of correction for this item, within thirty (30) days, same as other inspection corrections.

Amenities: All amenities in a unit at the time of the initial inspection must remain there in proper operating condition during the term of the HAP contract; an amenity cannot be removed in place of repairing it.

F. CLEARING DEFICIENCIES

PHA will schedule (we have fifteen (15) days to schedule) a timely inspection of the unit upon receipt of a Request for Tenancy Approval. The family and the owner will be notified of the results.

If the unit fails the Housing Quality Standards inspection, the family and owner will be advised to return signed work orders once repairs are completed, within thirty (30) days, no more on initial inspections.

The Voucher time stops when the Request for Tenancy Approval is submitted. If the unit is disapproved, the Voucher time period picks up where it left off and continues through the 60 days

G. LEAD BASED PAINT ~ Children under 6

For units occupied by environmental intervention blood lead level (lead poisoned) children under six (6) years of age, a risk assessment must be conducted (paid for by the PHA). If lead hazards are identified during the risk assessment, the owner must complete hazard reduction activities.

XII. LEASE APPROVAL AND VOUCHER CONTRACT EXECUTION

A. DOCUMENTS SUBMITTED

PHA shall suggest the owner use the combined lease/lease addendum provided by PHA.

The family shall be required to turn in the Lease and Request for Tenancy Approval prior to the expiration of the Voucher.

B. PAYMENT STANDARDS RENT LIMITATIONS

The gross rent for a Voucher Program unit shall not exceed the Payment Standard applicable for such unit on the date of Lease approval unless an exception rent is justifiable which cannot be more than 40% of the adjusted income of the tenant.

C. RENT REASONABLENESS DETERMINATION FOR VOUCHER

PHA will make a determination as to the reasonableness of the rent the owner is proposing in relation to comparable units on the private unassisted market.

The market area for rent reasonableness comparable in the nine (9) counties of Caldwell, Daviess, Grundy, Harrison, Linn, Livingston, Mercer, Putnam and Sullivan with extended coverage in Andrew, Buchanan, Clinton and DeKalb.

Rent reasonableness determinations are made when units are placed under HAP contract for the first time and when owners request annual or special rent adjustments. Rent increases will be granted by PHA for tax credit and rural development units as of the rent approval notice effective date. ~~Rent increases on private owned units will be granted by PHA only at tenant recertification date. An increase of greater than \$50 per month can only be granted with documentation of major remodels, renovation or historical information that rent hasn't been adjusted in three (3) years or more. An increase of \$50 per month or less will be granted upon landlord request without the aforementioned documents.~~

PHA will certify and document on a case-by-case basis that the approved rent:

1. Does not exceed rents charged by the owner for comparable unassisted units in the private market. (exceptions may be granted by PHA Staff)
2. Is reasonable in relation to rents charged by other owners for comparable units in the private market in the same county, bordering county, next bordering county. ~~same jurisdiction and +/-60% comparability in software~~ (exceptions may be granted by PHA Staff)

PHA will maintain rent reasonable surveys which include comparable data on unassisted units in the market. These surveys will be updated annually, every August, and entered into the software database for comparability. PHA will also use online sources, i.e. Zillow and others, for additional current rent comparability.

D. SEPARATE AGREEMENTS

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner minus the PHA's housing assistance payments to the owner [24 CFR 982.451 (b)(4)].

The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)].

PHA policy permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease, if those items are rent to own.

Any items, appliances, or other services that are customarily provided to unassisted families as part of the dwelling lease with those families, or are permanently installed in the dwelling unit must be included in the dwelling lease for the assisted family. These items, appliances or services cannot be placed under a separate non-lease agreement between the owner and family. Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

The family is not liable and cannot be held responsible under the terms of the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner

and the family. Non-payment of any changes pursuant to a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.

Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property. Landlords are prohibited to store personal belongings inside of a rental unit. The unit is rented with all space available to the tenant and for their use.

E. REQUEST FOR TENANCY APPROVAL / DISAPPROVAL

After PHA has reviewed the Request for Tenancy Approval, certified and documented rent reasonableness, conducted an inspection and passed the unit, checked the Voucher bedroom size against the Payment Standard, then the PHA approves the lease.

If PHA determines that the lease cannot be approved for any reason, the landlord and the family will be notified and the reasons provided.

If the proposed Gross Rent exceeds the Payment Standard, PHA will discuss with the landlord(s) the possibility of either reducing the Contract Rent, if within \$50 or less, possibly including some or all of the utilities in the Contract rent; otherwise, a letter is sent to the landlord(s) thanking them for their interest explaining the reason for the denial and a copy to the tenant with a new set of proposed unit paperwork to continue searching for a lesser rent unit.

A unit **MUST** be able to be inspected and ready for inspection within thirty (30) days from the date of submission of the Request for Tenancy. Extending the time to allow for repairs to be completed, after the submission, is **NOT** acceptable and the tenant will be given new documents for a new unit search.

Repeated attempts to schedule an appointment for the unit, after the submission of the Request for Tenancy Approval will result in the denial of the original unit proposed. Tenant will be given new documents for a new search.

If the unit fails inspection, PHA will provide the landlord with a detailed list of items that must be corrected and provide the landlord a reasonable period, thirty (30) days, to make the repairs.

F. HAP CONTRACT EXECUTION

Prior to HAP Contract execution, PHA will reconfirm the family's composition and critical information about income and allowances.

If significant changes have occurred, the information will be verified and the Total Tenant Payment will be recalculated. PHA will not re-verify information or recalculate the Total Tenant Payment merely because previous verifications are more than 120 days old, in this situation.

When the lease approval process is completed, PHA will notify the landlord and the family of the lease approval or disapproval.

If the lease is approved, PHA will prepare the HAP Contract and Lease Addendum.

To prepare the documents, PHA will compute the Total Tenant Payment, Tenant Rent, Utility Reimbursement (if any) and the Housing Assistance Payment.

Once the leasing documents are prepared, PHA will get the documents executed by the family, owner, and PHA as appropriate, and send appropriate copies to each party. Contracts must be returned within fifteen (15) days from the mail date.

XIII. OWNER PAYMENT AND UTILITY ALLOWANCE

A. OWNER PAYMENT IN THE VOUCHER PROGRAM

The payment to the Landlord is based upon contract rent approved by PHA less the tenant rent determined by PHA.

The payment to the Landlord is called the Housing Assistance Payment (HAP).

B. UTILITY ALLOWANCE

The utility allowance schedule is used for the Voucher Program.

Bedrooms: the number of bedrooms the unit has does NOT determine the utility allowance. The utility allowance will be based on the voucher size for the family unless the unit is smaller, then the allowance will be the smaller of the two.

The total tenant payment is the payment the family makes toward rent and an allowance for utilities. If the family pays for some or all utilities, PHA will allocate a utility allowance to be used directly toward their utilities. The allowances are based on actual rates and average consumption estimates, not on family's actual energy consumption.

The utility allowance is given as a reduction in the tenant's portion of rent to be paid to the owner. PHA will review the utility allowance schedule on an annual basis (August). If a revision is needed, based on methods required by HUD, the utility allowance schedule will be revised. PHA will review utility costs annually (August) and document all findings (mailing of surveys and online data collection). The control county base for comparison will be the highest populated county in the PHA's service area. The revised schedule will be utilized for units under lease at the time of the next recertification.

Approved utility allowance schedule(s) will be given to families, upon request, along with their Voucher. The same schedule(s) will be used by PHA to record the actual allowance for the unit the family selects if there are tenant paid utilities.

Where families provide their own range and refrigerator, PHA will establish an allowance adequate for the family.

C. MAKING PAYMENTS TO OWNERS

Once the HAP contract is executed, PHA begins processing payments to the Landlord.

HUD Form 50058 with the effective date and the amount of the HAP will be prepared. A Payments Due Register will be used as basis of monitoring the accuracy and timeliness of payments.

Checks are disbursed, by PHA, to the Owner each month. By endorsing the monthly check from the PHA or accepting direct deposit, the owner certifies to compliance with the terms of the HAP contract.

D. UTILITY REIMBURSEMENT PAYMENTS

Where the utility allowance exceeds the total tenant payment of the family, PHA will provide a utility reimbursement payment to the family's water utility provider directly. Direct payment to the family's electric utility provider will be made as a second option.

E. MAKING PAYMENTS TO UTILITY VENDORS

If a family qualifies for a utility reimbursement, then that amount will be paid directly to the family's water utility provider monthly. If the utility reimbursement is greater than the balance owed by the family for water usage then the remainder will go towards that family's electric bill, on a monthly basis.

If a family is in a unit where their water bill is being paid by their landlord as part of their rental agreement, then the utility reimbursement will be directed to that family's electric provider.

XIV. ANNUAL ACTIVITIES

There are three (3) activities PHA conducts on an annual basis. These activities will be coordinated whenever possible:

- a. Annual Re-certification of Income
- b. Annual HQS Inspection
- c. Contract Rent Increases

PHA maintains a listing of units under contract by month to ensure systematic reviews of contract rent allowances for utilities and other services, and housing quality in accordance with the requirement for annual reexamination.

A survey of utility rate increases with PHA's jurisdiction will be made annually, in August, and the Schedule for Utility Allowances and Other Services will be adjusted by the Housing Assistance Director as needed, at the time the Payment Standard increases are published by HUD.

A. ANNUAL RECERTIFICATION

Families will be required to provide information on income, assets, allowances and deductions, and family composition at least annually.

1. Recertification Notice to the Family

PHA will maintain a recertification tracking system and at least 60 days in advance of the scheduled annual recertification effective date, the head of household will be mailed a recertification packet.

Documents will be needed to verify the information given on the recertification paperwork.

Recertification documentation must be returned by 5:00 PM on the 26th day of each month prior to recertification date. Failure to return paperwork will result in either: (a) Termination of assistance or (b) Unpaid rent for the interim month to allow for processing.

2. Verification of Information Provided

PHA will use up front income verifications wherever possible. Third party verifications and documents provided by the tenant may be used for verification, if other sources are exhausted.

PHA will review case net for criminal related acts during the year. If a criminal act has been documented which violates Section XXXI, Drug Abuse and Other Criminal Activity Policy, the PHA will terminate tenant assistance. Proper notice will be given to tenant and to landlord.

3. Changes in Tenant Rent

When the information is analyzed, all necessary documents are prepared and signed by the tenant, and all other requirements have been met, PHA will recalculate the tenant's portion of rent.

PHA will notify both the owner and tenant of its determination and of the new rent to be paid by the tenant (and new Housing Assistance Payment to be paid by PHA) if applicable.

If there is an interim rent increase, the new rent portion will go into effect following a full thirty (30) day notice prior to the first of the month. (If there has been misrepresentation by the tenant, or if the tenant caused a delay in the recertification processing, there may be an increase in rent made retroactively.)

If there is an interim rent decrease, it will be effective on the scheduled effective recertification date (unless the family has caused a delay in recertification processing.)

Interim documentation must be returned by 5:00 PM on the 26th day of each month in order to be processed. Failure to return paperwork will result in termination from the program.

B. ANNUAL HQS INSPECTION (in accordance with all requirements falling under XI. Housing Quality Standards and Inspections)

a. General Policy

PHA will conduct an inspection using the Housing Quality Standards at least annually.

HQS fails must be corrected by the owner or tenant if caused by the tenant.

The owner or tenant will be given time to correct the fail items. PHA will use the following guidelines as appropriate:

1. If the item endangers the family's health or safety the owner or tenant will be given 24 hours to correct the violation. PHA will handle these with file documentation.
2. For less serious failures, the owner or tenant will be given up to 30 days to correct the item(s). PHA will handle these by a work order to the owner, copy to the tenant.

Failure for the landlord &/or tenant to make corrections **AND** return the work order (signed by both), within the federally required thirty (30) day time frame, will result in abatement of rent for the month following, followed by termination of assistance and determining the rental unit "ineligible" to participate in the HCV program, with this family (currently & in the

future), **IF** the fail items were tenant inflicted fails **OR** landlord (currently & in the future), **IF** the fail items were landlord fails.

b. Abatement

When it has been determined that a unit on the program fails to meet Housing Quality Standards and the owner or tenant has been given an opportunity to correct the problem(s) and does not do so within the time frame established by PHA, the rent for the unit shall be abated &/or contract terminated.

The abatement shall continue until all items, which caused the unit to fail, have been corrected, within an additional thirty (30) days if owner is at fault.

c. HAP Contract Termination

If the owner or tenant fails to correct all the items cited within thirty (30) days of the beginning of the abatement period, the Contract will be terminated.

While the termination notice is running, the abatement will remain in effect.

Once the HAP contract is terminated (with a thirty (30) day notice prior to the first of the month) it will not be reinstated. The tenant is given a new Voucher to move unless the tenant was at fault.

To reiterate this: When the Housing Assistance Payments contract is terminated for Housing Quality Standards violation(s), it cannot be reinstated.

C. CONTRACT RENT INCREASES

Owners may not request rent increases in the Voucher Program prior to the first term of the lease. As of the expiration of the first term of the lease, rent increases may be effective with a thirty (30) to sixty (60) day notice to the family and a copy to PHA.

PHA will process Private Owner rent increases at the time of the participant's annual recertification date. No more than \$25 maximum rent increase will be granted unless there has been major renovations or upgrades to the unit OR no increases in the last two (2) years to three (3) years, then no more than \$75 maximum. *~~waived until lease up (units or money spent) is 98% or higher for SEMAP reporting. Use comparables & rent reasonableness.*

PHA will process MHDC, Tax Credit, 515-Rural Development, Investor Board Approved rent increases at least thirty (30) days after receiving notice of the **approved** rents. This may or may not be in accord with the notice effective date.

PHA will advise the family as to whether the rent is reasonable and shall assist in the negotiation of the rent with the owner if requested by the family. Documentation on comparable rent (at the level of the Voucher Program) will be maintained on rent reasonable sheets.

XV. INTERIM RECERTIFICATIONS

A. REQUIRED CHANGES TO REPORT

In the Voucher Program, the total tenant payment and tenant rent will remain in effect for the period between regularly scheduled reexaminations except:

- a. The tenant must report all changes in the household composition (In Writing/by Phone ~ submitted by mail, fax or e-mail).
- b. The tenant may report any of the following changes which would result in a decrease in the tenant's rent (In Writing/by Phone ~ submitted by mail, fax or e-mail):
 1. Decrease in income;
 2. Increase in allowances or deductions.

Decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change occurs, if reported in a timely manner. (Thirty (30) days' notice is required.)

- c. The tenant must report any of the following factors which could result in an increase in rent (In Writing/by Phone ~ submitted by mail, fax or e-mail):
 1. An increase in gross household income of \$50 or more per month;
 2. Change in family composition (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies);
 3. Receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment such as unemployment or social security benefits or a deferral due to a dispute (such as back child support payments).
 4. Increases in the tenant portion of the rent will be effective the first day of the month in which the change occurs if reported in a timely manner. Increases reported in an untimely manner will be effective the month after the change is reported.
- d. Any other changes reported by tenants other than those listed in (1), (2), or (3) above or those situations listed below will not be processed between regularly scheduled annual re-certifications.
- e. Other Interim Reporting requirements:
 1. For families where an error was made at admission or reexamination (The family will not be charged retroactively for error made by housing personnel).
 2. For families whose rent has been based on false or incomplete information supplied by applicant. The family will pay back to the PHA the difference.

B. FORMS USED FOR INTERIMS

The staff will print the HUD 50058 and Lease Amendment.

PHA will send out two (2) copies of the Amendment, one to the owner and one to the tenant. Because the Amendment changes the family's total tenant payment or tenant rent, an opportunity for an informal hearing is offered.

C. TIMELY REPORTING

1. Standard for Timely Reporting of Changes

The standard for reporting changes for interim's, in a timely manner, is for the family to report the change by 5:00 PM on the 26th of each month in which the change occurs. (Thirty (30) day notice is required.) Exceptions to the 30-day notice include a decrease in income change or a household composition change.

If the tenant does not submit the required information to the PHA office, they are asked to submit a second and final time and within a time frame. In addition, verification is sent out, verifying the change. Failure to provide will result in termination of assistance.

2. Procedures When the Change Is Reported in A Timely Manner

The PHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following:

The family will always be given a thirty (30) day notice prior to the first of the month for a rent increase. Increases in the tenant rent are to be made effective upon thirty (30) days' notice, prior to the first of the month, so that the change is always effective on the first of the month, rather than some date within the month.

Decreases in the tenant rent are to be made effective the first of the month following that in which the change was reported. However, no downward rent adjustments are to be processed until all the facts have been verified.

If the decrease is reported in a timely manner, thirty (30) days in advance, then decreases in the family's total tenant payment must be effective the first of the month following the change.

The change may be based on the documentation the tenant brought with them to the interview, followed up by the third party verification sent to the third party. Verbal confirmation by the tenant will not be accepted.

Tenants may not waive the thirty (30) day written notice for an increase.

3. Procedures When the Change Is Not Reported in a Timely Manner

If the family does not report the change by the 1st of the month in which the change occurred, the family will be determined to have caused an unreasonable delay in the interim reexamination process.

Increased Tenant Rent: The change will be effective on the first of the month thirty (30) days following the processed change.

Decreased Tenant Rent: The change will be effective on the first of the month following the reported change. Only if notified 30 days in advance.

The calculation is the same even if there was a change three or four years ago that the tenant did not report and should have. The change is retroactive to the original date...even if they have been changing jobs every six months and have not reported their job income at reexamination. A history has to be established to determine how much money the tenant owes PHA.

4. Procedures When the Change Is Not Processed by PHA in A Timely Manner

"Processed in a timely manner" means that the change is effective on the date it would have been effective when the tenant reported the change in a timely manner.

If the change cannot be made effective on those dates, using the required notice periods, the change is not processed by PHA in a timely manner.

If changes are not processed by PHA staff in a timely manner, the changes will be effective on the first of the month thirty (30) days following the processed change. In addition, if the change resulted in a decrease, an overpayment by the tenant will be calculated retroactively to the date it should have been effective and a check will be sent to the tenant.

5. Timing of Next Annual Re-certification

In the event there is an interim adjustment completed, the next regular reexamination will be scheduled within a year from the last effective date of the annual reexamination of family contribution.

6. Changes in Family Composition

All changes in family composition must be reported within ten (10) business days of its occurrence. If an appropriate size Voucher (same type of assistance they currently have) is available the change shall be made effective immediately, and must be consistent with the term of the lease. Otherwise, the change shall be effective at the next annual re-certification. Any person being added to a lease must be approved in advance by the landlord and be in writing.

XVI. HOUSING QUALITY STANDARDS COMPLAINTS

A. GENERAL POLICY

The units have to be inspected at least annually, using Housing Quality Standards.

If the tenant or owner complains that the unit does not meet Housing Quality Standards, PHA will conduct an inspection.

The staff will inspect only the items that the tenant or owner are complaining about, but if other fail items are noticed during the inspection, the staff will also note those items and require the owner or tenant to repair the failed items.

XVII. FAMILY MOVES AND TERMINATION

A. FAMILY MOVES

The family can decide to move to another unit (see section IX-D) at their recertification date only or by approval for special circumstance and approved by the PHA Director. If the family has not violated their Housing Voucher participation and does not owe PHA or landlord any money, the family will be offered a new voucher to search for another unit. To be in compliance with the lease, a recession form must be signed by landlord and tenant.

If the family does not locate a new dwelling unit to move to, as long as they have not given notice to their owner they may continue on where they currently are staying. No documents are necessary; the owner continues to be paid as if they had never requested the voucher.

If the family located another dwelling unit, it will be processed as an "Other Change of Unit". This means that another review will be conducted and a new inspection effective date will be set up even if the last recertification was conducted less than 12 months ago.

PHA will enter into new contracts only with the very low-income families.

B. FAMILY NOTICE TO MOVE

Families are required to give thirty (30) days notice to the owner only after the first term of the lease to be in compliance with the lease. (If a family gives improper notice or no notice, this violates a family obligation.).

Briefing sessions will emphasize the family's responsibility to give the owner and PHA a required 30-day written notice of any intent to move.

The family must provide PHA with written notice prior to vacating the unit.

C. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

When the household is divided and becomes more than one household (e.g. divorce or legal separation) PHA will determine who is eligible to participate in the program.

The voucher may be retained by either household, if there is mutual consent or a Court stipulated determination of which household retains the voucher.

Where PHA must make a determination, the voucher will be retained by the head of household, except in those situations where one new household is comprised of the head of household as a single, non-elderly or handicapped or disabled individual and the other new household continues to meet PHA's definition of family.

Family Breakup – When a family breaks up and there is a dispute over who will continue to receive assistance, the following procedure will apply. However, in no case will continued assistance be provided to a person who is not in good standing with the program. The PHA is bound by the court's determination who will receive assistance. To settle the dispute before the court's decision we will honor the head of household on the contract as the owner of the voucher unless he/she is of an abusive nature. Then the contract will be terminated. If the head of household or other was displaced due to violent and/or abusive acts, then he/she will be issued another contract and the old contract shall be terminated. Other determinations to be considered will include: (1) the interest of any minor children, including custody arrangements, (2) the interest of any ill, elderly, or disabled family members, (3) any possible risks to family members as a result of domestic violence or criminal activity, and (4) the recommendations of social service professionals.

If there is adequate funding AND the household was pending a lease / contract OR under lease / contract; the PHA may decide to grant both adults a voucher to continue their housing assistance on the Housing Choice Voucher Program under GCPHA. This voucher would NOT be transferred outside our jurisdiction until after the required one (1) year time frame is fulfilled.

D. EVICTION

A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary. If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance is not mandatory. However, the PHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternatives. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance. Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criterion to be used is whether the reason for the eviction was through no fault of the tenant or guests.

If the owner wants to evict the tenant, he/she must use the means available in the lease and contract:

1. The owner can institute court action, using the grounds for eviction cited in the lease;
or
2. The owner can try to obtain a mutual recession from the tenant (signed by both parties).

Other action may result in the tenant leaving such as:

1. If the owner requires an increase in rent that is not permissible by PHA, PHA will disapprove the rent increase request and the owner may institute court action because they want a higher rent (only after the first term);
2. The owner may choose not to make repairs required by the Housing Quality Standards;
3. The unit become overcrowded (Voucher Program, according to HQS) or under occupied (Voucher Program).

The tenant is issued another voucher to move to another unit, unless there are grounds to deny or terminate assistance. If the tenant locates another unit, the "Other Change of Unit" Procedures are followed.

E. OWNER NOTICE TO MOVE

Owners must give tenants notice according to the Lease Addendum provisions.

Owners are required to follow eviction procedures consistent with their contract and must comply with the requirements of Federal, State, Local, and HUD regulations.

F. FAMILY MISREPRESENTATION

If the family has committed fraud in connection with the Section 8 Housing Choice Voucher Program, PHA may terminate assistance and cancel the contract.

In addition, if the family has misrepresented income, assets, or allowances and deductions, which would have caused them to pay more, PHA will make every effort to recover any overpayments made as a result of tenant fraud or abuse.

Participants could be banned from the HCV program for a term of three (3) years from their termination date depending on the level of fraud committed.

G. OWNER MISREPRESENTATION

If the landlord has committed fraud or misrepresentation in connection with the Housing Choice Voucher Program, PHA will terminate the contract and review the circumstances and family's involvement to determine if the family is eligible for re-certification to relocate to another unit with continuation of assistance.

PHA makes every effort to recover any overpayments made as a result of landlord fraud or abuse. Depending on the level of fraud &/or abuse, landlords could be banned from the HCV program permanently or for a term of three (3) years from their termination date.

Owners who self-certify that repairs are completed per HQS and found out later have not been, will be terminated and banned from program participation for a term of three (3) years from their termination date.

H. DISAPPROVAL OF OWNERS WHO FAIL TO CORRECT HQS ITEMS, DISCRIMINATION AND FRAUD CASES

If PHA has found it necessary to terminate the HAP contract due to the owner's failure to respond to notification that a unit no longer meets the minimum Housing Quality Standards and the current Section 8 tenant has found it necessary to move in order to continue receiving assistance, PHA will not approve the unit for a contract with a new voucher for a minimum of one (1) year and upon receiving assurances from the owner that they will fulfill the requirements of the minimum Housing Quality Standards in the future.

This ruling also applies to discrimination and fraud cases.

I. CHANGE IN OWNERSHIP

PHA must receive a written request by the owner in order to make changes regarding who is to receive PHA's rent payment or the address at which payment is to be sent.

PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of a Warranty Deed, Quit Claim Deed or Beneficiary Deed showing the transfer.

Tenancy will not be approved without acceptable documentation of legal ownership (e.g., deed, proof of paid real estate for current and previous year). When the legal owner of the proposed unit, as shown with the deed, states that a Management Company will be the HAP payee whether by direct deposit to a Management Company bank account or by check made payable to the Management Company, then the Management Company will be the "owner" as defined with the 24 CFR 982.4 and will, accordingly, be responsible for all owner obligations and responsibilities under the HCV Program. A copy of any management agreement is required for those units being managed on behalf of an owner.

PHA will update its files and records to reflect the new information received.

J. DISAPPROVAL OF OWNERS / LANDLORDS

It is the policy of the PHA to recruit owners / landlords to participate in the program, and to provide owners / landlords with prompt and professional service in order to maintain an adequate supply of available housing throughout the PHA's jurisdiction. HUD regulations define when the PHA must disallow an owner / landlord participation in the program and they provide the PHA discretion to disapprove or otherwise restrict the participation of owners / landlords in certain categories. The PHA, in determining an owner's / landlord's participation will use the criteria below.

The PHA must disapprove the owner / landlord for the following reasons: (HUD or other governmental agency has taken any of the following actions against an owner / landlord)

- Disbarred
- Suspended
- Subject to a limited denial of participation under 24 CFR part 24
- Administrative or Judicial Action for violation of the Fair Housing Act or other Federal Equal Opportunity requirements

The PHA may disapprove the owner / landlord for the following reasons:

- Owner / landlord has violated obligations under a HAP contract; has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal or State Housing Program

- Owner / landlord has engaged in drug-related &/or violent criminal activity, Registered Sex Offender
- Owner / landlord threatens the right to peaceful enjoyment of the premises by other residents, the health or safety of other residents or persons residing in the immediate vicinity of the premises, of employees of the PHA or other persons engaged in management of the PHA
- Owner / landlord has a history or practice of noncompliance with HQS for units leased under the HCV program
- Owner / landlord has a history or practice of renting units that fail to meet State or Local housing codes
- Owner / landlord has not paid State or Local real estate taxes, fines or assessments
- Owner / landlord owes money to any Housing Authority
- The PHA must not approve a unit if the Owner / landlord is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. This restriction against PHA approval of a unit only applies at the time a family initially receives tenant-based assistance for occupancy of a particular unit, but does not apply to PHA approval of a new tenancy with continued tenant-based assistance in the same unit.

All landlords may be subject to random background screening for participation &/or continued participation.

Landlords who are disrespectful and handle themselves in an unprofessional manner with housing staff will not be allowed to participate in the program.

The PHA does not formally approve an owner to participate in the HCV program, nor does a Landlord apply to participate in the HCV Program. However, there are a number of criteria where the PHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. Some examples would include: rent gouging, on-the-side rent charges, excess utility charges to tenants or including utilities in rent then charging tenant for utility costs, falsifying documents, failure to maintain/upkeep units, being disrespectful and argumentative with PHA staff over HQS requirements.

No owner has a right to participate in the HCV program (24CFR 982.306(e)).

XVIII. DENIAL OR TERMINATION OF ASSISTANCE

A. GENERAL POLICY

The PHA may deny or terminate assistance for the following reasons:

1. Families who are guilty of program abuse or fraud in any federal housing assistance program (this presupposes that the program abuse or fraud is substantiated and that a Repayment Agreement was not entered into) (three (3) year program ban from the date of their termination);
2. Families who have violated one of their Family Obligations (listed on the voucher);
3. Families who are in default of an executed Repayment Agreement by missing two payments must pay their outstanding balance prior to the issuance of a voucher or execution of HAP contract (they will be able to stay in their current unit under their same contract) (payment, in full, is required to participate in the HCV program in the future);
4. Families whose total tenant payment is sufficient to pay the full gross rent and six (6) months have elapsed since PHA's last HAP payment was made.

5. Families whose appropriate members do not provide their Social Security and Proof of Citizenship information and documentation as required within sixty (60) days of the date of their annual re-certification interview.
6. Families, or family members, where the evidence indicates that they or he/she has engaged in drug-related criminal activities, violent criminal activities or fraud (three (3) year program ban from termination date IF their record is clean from there forward).
7. Any member(s) who have engaged in or a threatened violent or abusive behavior toward HA personnel.
 - *Abusive or violent behavior towards HA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
8. Hostility or inability to cooperate with PHA Staff, with documentation to verify, at Director / Executive Director discretion (one (1) year program ban from termination date).

Income limits are not a consideration for termination of assistance once the family is under lease and contract and already “on the program”. However, an example of a reason for termination of assistance is:

1. If a family did not report an interim change they were required to report, PHA would do a calculation to determine how much they owed in past amount.
2. If a family had unreported income that occurred one or two times during the year, if PHA entered into a Repayment Agreement for each of these amounts and the family is paying on the Repayment Agreement, there is no reason to terminate the family.
3. If the family stops paying on their Repayment Agreement, the family will be under the termination of assistance procedures above.

Because the tenant could also be in violation of a family obligation – not supplying information needed for certification or re-certification, the tenant will be contacted one (1) time and then notified of termination due to failure to comply with PHA request(s).

Debts Owed to PHA and Terminations: Effective April, 2010 PHAs are required to enter into a national depository the amounts due PHA and/or reasons for terminations from program. PHA will research with **all** parties involved (i.e. landlord, staff, client) and verify all factors related to the termination or debt owed prior to entry into the depository.

If a family does not sign and return the new lease and other lease-up documents, the lease does not become effective until the documents are signed. Assistance will stop at the old unit because the tenant is not living in the unit. Assistance will not start in the new unit prior to the execution of the new lease or contract by the family.

Tenants and owners are encouraged to sign the Amendment, when needed.

Tenants and owners need to be notified if:

1. The HAP Contract is terminated;
2. Tenant requests to be taken off the program; or
3. Assistance is denied in accordance with the termination of assistance procedures (notice of informal hearing required).

If PHA refuses to issue a Voucher, the tenant must be notified in writing and offered an opportunity for an informal hearing. If a hearing is requested, it must be held prior to the termination of assistance.

If PHA refuses to issue a new voucher because the tenant owes PHA money, the tenant may elect to continue in the same unit with assistance. If the tenant gave no notice to the owner or if the owner is willing to destroy the notice, then tenant may continue to be assisted in the same unit.

In any case where PHA decides to terminate assistance to the family, PHA must give both the family and the owner written notice of termination which states:

1. The reasons for the termination;
2. The effective date of the termination;
3. The household's right to request an informal hearing; and
4. The household's responsibility to pay the full rent to the owner if it remains in occupancy.

B. WON'T BENEFIT TENANTS

"Zero" assistance tenants may remain on the program for six (6) months from the effective date they went to "zero" assistance.

The tenant will be notified, in writing, of their rights to remain on the program at "zero" assistance for six (6) months.

If the family's total tenant payment is deemed sufficient to pay the full gross rent, and six (6) months has elapsed since PHA's last HAP payment was made, the family's assistance is terminated.

There are no expiration dates on leases. There isn't a new lease and contract at reexamination time unless the owner asks for a rent increase, then a new lease will be written if tenant becomes eligible again. If re-examination does fall during this 6-month period, then that household does have to be re-evaluated for the files.

However, if the owner wants a rent increase during these six (6) months and the rent increase would cause PHA to resume HAP payments, or if at reexamination time, the tenant had a loss of income and there would be a HAP payment, the payments will be resumed.

If payments are resumed, there will be an interim adjustment and an Amendment will be sent out, listing the new amounts.

When six (6) months have been reached, the owner will be notified of the termination of the HAP contract.

If the tenant wishes to move to another unit during this period, the PHA will not execute a new HAP contract. The old contract will terminate.

XIX. OWNER CLAIMS

As part of the HUD Regulations, owners cannot make "special claims" for damages, unpaid rent, or vacancy losses after October 1, 1995.

XX. COMPLAINTS AND APPEALS

PHA will respond promptly to complaints by families or owners. Complaints are investigated whenever they are in writing and signed.

A. APPEALS BY APPLICANTS

Appeals by applicants concerning the PHA determination denying assistance are handled by Informal Review as outlined in 24 CFR 982.554. This includes waiting list denial and participation in the program.

Request for a Review must be made, in writing, within ten (10) days of the date of the written notification of termination of assistance.

The Informal review shall be conducted by the housing staff or other representative appointed by the Housing Director, who is neither the person who made or approved the decision under review. Board members who would like to be present for hearings will be allowed.

Informal reviews could possibly be held at another Housing Authority office location within our jurisdiction.

The applicant will be given the option of presenting oral or written objections to the decision in question. A notice of the review shall be provided in writing to the applicant and shall include a brief explanation of the reasons for the final decision.

There will be a time limit set at the beginning of the hearing and all parties will be made aware of the time frame to present.

B. APPEALS BY PARTICIPANTS

Appeals by participants of PHA's Housing Choice Voucher Program shall be handled as outlined in 24 CFR 982.555.

All requests for an Informal Hearing must be made, in writing, within ten (10) days from the date of the notification letter.

The Informal Hearings shall be conducted same as informal reviews. A determination on how the rule or regulation was incorrectly applied to their information, submitted at the hearing, shall be submitted to the Housing Department, with a copy to the participant within fifteen (15) days. Board members who would like to be present for hearings will be allowed.

Informal hearings could possibly be held at another Housing Authority office location within our jurisdiction.

There will be a time limit set at the beginning of the hearing and all parties will be made aware of the time frame to present.

PHA shall promptly send a letter to the participant if it determines PHA is NOT bound by the prior procedure's determination. The letter shall include PHA Housing Department's reasons for this decision.

XXI. UNRETURNED DOCUMENTS

Tenants must return signed documents and applicable verifications within thirty (30) days from the date of the letter included in the packet concerning the following otherwise changes will be delayed or termination of assistance will result.

1. Re-Certifications
2. Interim Re-Certifications
3. Transfer Packets
4. Signed Leases, Contracts and Amendments

The tenant will be given an opportunity for an informal hearing.

No more than two (2) attempts to collect information will be granted.

Letter(s) of termination will be issued to be effective thirty (30) days from the next rent due date.

XXII. REPAYMENT AGREEMENTS

A. Owner

Any amount due the PHA by an owner **MUST** be repaid by the owner within thirty (30) days of the PHA determination of the debt. If no payment is received, the PHA will reduce the future HAP by the amount owed until the debt is paid in full. If the owner is not entitled to future HAP, the PHA will notify the owner, by letter, to return the amount in full within ten (10) days. If the owner refuses to repay the debt, the PHA will ban the owner from future participation in the program and pursue other modes of collection. No repayment agreements are allowed with owners.

B. Program Participants

1. *Down Payment Requirement*

Prior to the execution of a repayment agreement, the family must pay 10% of the balance owed the PHA

2. *Payment Thresholds*

Amounts over \$3,000 must be repaid within 30 months

Amounts between \$1,000 and \$3,000 must be repaid within 24 months

Amounts under \$1,000 must be repaid within 12 months

3. *Execution of the Agreement*

The head of household, spouse and/or other adult (if applicable) must sign the repayment agreement.

4. *Due Dates*

All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

5. *Non-Payment*

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the PHA, the PHA will send the family a delinquency notice giving the family ten (10) business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the PHA will terminate assistance upon written notification to the family.

XXIII. MONITORING PROGRAM PERFORMANCE

A monthly participant and financial report on program activity will be prepared for the Public Housing Board each month. Items on the participant report will include the number of units leased by program for each county in our area of operation. Items on the financial report will reflect monthly expenditures broken down by line item.

The Housing Assistance Director will meet monthly with Agency Staff to go over problems and discuss program performance. A quarterly Executive Oversight meeting with program staff will be conducted to review performance and financial goals.

The Grundy County Commission, with whom we contract for administration of the Program, will be provided with the annual audit and any other documents they desire.

XXIV. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

A. INITIAL PAYMENT STANDARD

The Payment Standard will be initially set by PHA and evaluated on a yearly basis. Fair Market Rents are established by HUD and reported annually in the Federal Register.

Payment Standards will be set between 90-110% of FMRs, based on the county location and money used for all increments of funding within the program area.

B. AFFORDABILITY ADJUSTMENTS

PHA will use rent reasonableness data in analyzing the average Voucher Rents to Owner as well as consideration for owner requested rent increases.

PHA will review the budget and the impact various projected subsidy increases would have on the funding available for the Program.

If the number of families served will have to be reduced, PHA will make a decision as to whether to:

1. Reduce the number of families served as Housing Vouchers turn over;
2. Grant a smaller increase than originally projected;
3. Grant no increase at that time;
4. Grant an increase only for major unit enhancements or improvements.

XXV. SPECIAL FUNDING FROM HUD FOR SPECIFIC PURPOSE

The Agency will use all special funding as set forth by the regulations and guidelines of HUD for that specified purpose. The agency will establish guidelines to follow where none exist.

XXVI. ADMINISTRATIVE FEE EQUITY ACCOUNT

The expenditure of funds accumulated in the Administrative Fee Equity Account will be used for Section 8 Housing Choice Voucher Program expenses only per HUD guidance. Amounts of \$2,000.00 or less may be expended with the approval of the Agency Executive Director. Amounts over \$2,000.00 must be approved by the Public Housing Board and disclosed to the CAP Agency Area Governing Board.

XXVII. GRIEVANCE PROCEDURES

In states where HUD has determined that a court provides the elements of due process, PHA's may bypass the grievance procedures in cases involving termination of tenancy for any activity, not just a criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the HA; or any drug-related criminal activity on or off such premises,

not just on or near such premises. Otherwise, grievance procedures would remain the same as they have been, per 24 CFR 966.

XXVIII. HOMEOWNERSHIP

The Public Housing Agency will refer developers and clients who are interested in becoming homeowners to the proper agencies who assist with homeownership. Grundy County PHA does not participate in homeownership.

XXIX. FAMILY SELF-SUFFICIENCY

The Public Housing Agency will work closely with other agencies and clients who wish to become self-sufficient. At this time, GCPHA does not have a program specific to this need.

XXX. PET POLICY

The responsibility of having a pet will be decided between the owner and the tenant.

XXXI. DRUG ABUSE AND OTHER CRIMINAL ACTIVITY POLICY

This policy describes the screening, leasing and eviction / termination provisions that the Grundy County PHA shall abide by as a result of the “Quality Housing and Work Responsibility Act of 1998” and the new “Screening and Eviction for Drug Abuse and Other Criminal Activity” final rule published on May 24, 2001; updated with PIH 2015-19 “Guidance for PHAs and Owners’ of Federally Assisted Housing on Excluding the use of Arrest Records in Housing Decisions”.

- **DEFINITIONS**

Drug-Related Criminal Activity includes the use, manufacture, possession, transport, purchase or sale of any controlled substance, drug paraphernalia, marijuana whether or not the activity occurs in or near the assisted unit.

Alcohol Abuse is an activity that involves alcohol and interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Violent Criminal Activity is defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, neighbors or the Grundy County PHA employees.

- **ADMISSION TO PROGRAM**

Persons evicted from Public Housing, Indian Housing, Section 23, or any Section 8 Program because of drug-related criminal activity **are ineligible for admission** to Public Housing and Section 8 Programs as described in 24 CFR 982.552.

Grundy County PHA **will deny** admission to applicants with the following criminal records or that have been convicted of the mentioned offenses within the last three (3) years from the date of processing of the application:

- Persons currently involved in illegal drug related criminal activity, alcohol abuse, violent criminal activity.
- Persons charged or convicted for producing, using or in possession of methamphetamines.
- Sex offenders who are required to regularly register with law enforcement.

- Persons evicted from assisted housing for violence, alcohol or drug – related criminal activity involving the illegal manufacture, sale, distribution or possession with the intent to manufacture, sell, and distribute a controlled substance.

IN ACCORDANCE WITH THE LAW, THE NATIONAL CRIME INFORMATION CENTER, POLICE DEPARTMENTS, AND OTHER LAW ENFORCEMENT AGENCIES MAY BE UTILIZED IN OBTAINING CRIMINAL RECORDS FOR PERSON 16 YEARS OF AGE OR OLDER.

- **TERMINATION OF ASSISTANCE**

The Grundy County PHA shall terminate assistance to any person who the PHA determines is engaged in, charged with or convicted of drug related criminal activity (i.e. illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance), or whose abuse of alcohol interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. Any person who the PHA determines is involved in Violent Criminal Activities (i.e. any criminal activity [use of Physical Force against a person / property] that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents). In appropriate cases, the PHA may permit the family to continue receiving assistance provided that family members determined to have engaged in the proscribed activities will not reside in the unit. If the violating member is a minor, the PHA may consider individual circumstances with the advice of Juvenile Court officials.

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

- the reason(s) for the proposed termination
- (if applicable) a copy of the criminal record used to determine termination
- effective date of the proposed termination
- family’s right, if they disagree, to request an Informal Hearing and the date by which the request must be received by the PHA

The PHA will simultaneously provide written notice of the contract termination to the owner so that it will coincide with the Termination of Assistance (usually 30 days). The Notice to the owner will not include any details regarding the reason for termination of assistance unless it is public information.

Terminated assisted clients will not be able to receive rental assistance from this PHA for a period of two (2) years commencing on the date of initial termination.

The PHA will **not** waive this policy.

- **GRIEVANCE PROCEDURE**

All applicants and program participants’ may be afforded the right to request a Grievance Hearing in accordance with the Grundy County PHA established Grievance Procedure. However, the Grundy County PHA will use discretion in affording Grievance Hearings when safety and security of staff and /or residents are threatened. In such case, due process will be obtained in court.

- **REQUIRED EVIDENCE**

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

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

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

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

- **CONFIDENTIALITY OF CRIMINAL RECORDS**

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

XXXII. VIOLENCE AGAINST WOMEN’S ACT

The PHA will partner with the Green Hills Women’s Shelter(s) to help provide decent, safe and sanitary living environments to victims of domestic violence. The Green Hills Women’s Shelter(s) is a not-for-profit organization dedicated to providing services for victims of domestic violence. This program operates in the counties of Carroll, Caldwell, Clinton, Daviess, DeKalb, Grundy, Harrison, Livingston, Mercer, Putnam and Sullivan. Two shelter locations are available for use by victims, one in Trenton and one in Cameron. Green Hills Women’s Shelter(s) is a dual program that provides both domestic and sexual assault services which include obtaining protection orders and medical care, transportation, 24-hour hot line, education and preparation for the necessary steps in the criminal justice system, crisis support, stress management and personal and legal advocacy (information about crime victim’s compensation).

ADDENDUM: GRUNDY COUNTY PHA – DISASTER PLAN ~ PHASE I AND PHASE II

I. Phase I – Pandemic Response and Recovery (Reference: COVID-19 Waivers, Responses, Q&A, Etc. – [orange 3-ring binder])

a. Risk

- i.** Staff will determine if it is safe to travel to central office; if so, central office will be the meeting location.
- ii.** Inspections will be deferred to bi-annual, tri-annual or waived through waivers issued by HUD.
- iii.** If traveling to the central office is NOT safe, staff will work from home, communicate by phone &/or email and rotate in/out of the central office (if possible) and according to State and Local guidance.
- iv.** All client to staff work is and has been completed through phone, email and mail so work will continue as it has always been completed.

b. Resource / Training

- i.** Staff will continue program services to the best of their ability and through waivers issued by HUD, if necessary.
- ii.** Staff will stay apprised of new developments, waivers and guidance through funder emails, website updates, housing advocacy blogs and email trees. Peer email groups stay in contact during these times and share information as well.

c. Recovery

- i. Staff will continue to stay aware of State, Local and funder guidance and time lines on when and how to re-implement normal business processes / operations.
- ii. Open office to public (publish notice in media form)
- iii. On-site Inspections will begin (letters to landlords & to participants)
- iv. Face-to-Face Briefings (smaller groups) (letters to applicants)
- v. Take time to re-evaluate and re-assess how recovery (phase-in) is coming along
 - 1. Do we move forward at the same pace?
 - 2. Do we move forward at a quicker pace?
 - 3. Do we need to slow our pace down a bit?
 - 4. Do we need to halt any further movement and determine an alternate plan / direction?

II. Phase II – Natural Disaster and / or Fire

a. Risk

- i. Notify media sources that there will be a delay in services.
- ii. Locate alternate site to conduct business. Decide if it is temporary or permanent.

b. Resource / Training

- i. Ask for volunteers to help obtain computers, printers, office supplies, etc.
- ii. Begin setup through computers / apps to access software to continue services
- iii. Establish phone services
- iv. Work with funder on late submissions, reporting, re-establishing all connections, etc.

c. Recovery

- i. Begin to organize office space into workable environment
- ii. Email new contact numbers, emails, address, etc. to tenants, media, landlords, partners, etc.
- iii. Begin to work through the small issues that weren't dealt with immediately and iron out the kinks.
- iv. Follow-up with open house to let community and partners know our presence is still here and strong. Also, as a big thank you to volunteers and everyone that helped, offered space, equipment, supplies, etc.