Housing Authority of the City of Arlington

Administrative Plan

Amendments Approved May 18, 2016

CHAPTER 1 - STATEMENT OF POLICIES AND OBJECTIVES 12
1-A. JURISDICTION 12
1-B. LOCATION AND STAFF RESPONSIBILITIES 12
1-C. ETHICAL STANDARD OF OPERATION & CONFLICTS OF INTEREST . 14
1-D. MISSION STATEMENT 15
1-E. LOCAL GOALS & FIVE YEAR PLAN STRATEGIC GOALS 15
1-F. PURPOSE OF THE PLAN 18
1-G. ADMINISTRATIVE FEE RESERVE 18
1-H. RULES AND REGULATIONS 18
1-I. TERMINOLOGY 19
1-J. FAIR HOUSING POLICY 19
1-K. REASONABLE ACCOMMODATIONS POLICY 20
1-K.1. Reasonable Accommodation Defined 21
1-K.2. Requesting a Reasonable Accommodation 22
1-K.3. Verification of Need for Reasonable Accommodation 22
1-K.4. Frequency of Verification 24
1-K.5. Reasonable Accommodation – Temporary Provision 24
1-K.6. Live-In Aides 24
1-K.7. Qualifications for the Live-In Aide 24
1-K.8. Part Time Aide 26
1-K.9. Medical Equipment 26
1-K.10. Renting From Relatives 27
1-K.11. Pet Policy 27
1-K.12. Applying for Admission 27
1-K.13. Home Visits 27
1-K.14. Applicants 27
1-L. TRANSLATION OF DOCUMENTS 28
1-M. MANAGEMENT ASSESSMENT OBJECTIVES 28
1-N. RECORDS FOR MONITORING AHA PERFORMANCE 30
1-O. PRIVACY RIGHTS 30
1-O.1. Rights of Applicants and Participants 30

1-O.2. Open Records Requests **31**
1-O.3. Release of Information to Property Owners **31**
1-O.4. Board of Commissioner Meetings **31**
1-O.5. Enterprise Income Verification System (EIV) System **32**
1-O.6. Office Security **32**
1-O.7. Privacy **33**
1-O.8. Review of Applicant/Participant File **33**
1-O.9. Upfront Income Verification (UIV) Security Policy **33**
1-O.10. Disclosure to Prospective Landlord **33**
1-O.11. Cooperation with Law Enforcement **34**
1-O.12. Cooperation with Mental Health Mental Retardation **34**
1-O.13. U.S. Postal Service **34**
1-O.14. Public Documents **34**
1-P. FAMILY OUTREACH **35**
1-Q. OWNER OUTREACH **35**
1-R. ACCESSIBILITY **36**
1-S. LIMITED ENGLISH PROFICIENCY **37**
1-T. EXPANDING HOUSING OPPORTUNITIES **37**
CHAPTER 2 - ELIGIBILITY FOR ADMISSION **39**
2-A. ELIGIBILITY FACTORS **39**
2-B. FAMILY COMPOSITION **39**
2-C. INCOME LIMITATIONS **41**
2-D. MANDATORY SOCIAL SECURITY NUMBERS **42**
2-E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS **43**
2-F. OTHER CRITERIA FOR ADMISSIONS **43**
2-G. TENANT SCREENING **44**
2-H. CHANGES IN ELIGIBILITY PRIOR TO EFFECTIVE DATE OF THE CONTRACT **46**
2-I. INELIGIBLE FAMILIES **46**
CHAPTER 3 - APPLYING FOR ADMISSION **47**
3-A. OVERVIEW OF THE APPLICATION TAKING PROCESS **47**

3-B. OPENING/CLOSING OF APPLICATION TAKING 48

3-C. "INITIAL" APPLICATION PROCEDURES 50

3-D. APPLICANT STATUS WHILE ON WAITING LIST 50

3-E. TIME OF SELECTION 50

3-F. VERIFICATION 52

3-G. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY 52

CHAPTER 4 - ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST 53

4-A. WAITING LIST 53

4-B. PREFERENCES 53

4-C. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION 55

4-D. ORDER OF SELECTION 55

4-E. FINAL VERIFICATION OF PREFERENCES 56

4-F. PREFERENCE DENIAL 56

4-G. INCOME TARGETING 56

4-H. SPECIAL ADMISSIONS- 57

4-I. TARGETED FUNDING 57

4-J. WAITING LIST MANAGEMENT 59

CHAPTER 5 - SUBSIDY STANDARDS 61

5-A. DETERMINING FAMILY UNIT (VOUCHER) SIZE 61

5-B. EXCEPTIONS TO SUBSIDY STANDARDS 62

5-C. UNIT SIZE SELECTED 65

CHAPTER 6 - INCOME AND SUBSIDY DETERMINATIONS 67

PART I: ANNUAL INCOME 67

6-I.A. OVERVIEW 67

6-I.B. HOUSEHOLD COMPOSITION AND INCOME 67

6-I.C. ANTICIPATING ANNUAL INCOME 70

6-I.D. EARNED INCOME 72

6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES 74

6-I.F. BUSINESS INCOME 77

6-I.G. ASSETS 77
6-I.H. PERIODIC PAYMENTS 83
6-I.I. PAYMENTS IN LIEU OF EARNINGS 84
6-I.J. WELFARE ASSISTANCE 84
6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES 85
6-I.L. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME 85
PART II: ADJUSTED INCOME 87
6-II.A. INTRODUCTION 87
6-II.B. DEPENDENT DEDUCTION 87
6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION 88
6-II.D. MEDICAL EXPENSES DEDUCTION 88
6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION 89
6-II.F. CHILD CARE EXPENSE DEDUCTION 90
PART III: CALCULATING FAMILY SHARE AND AHA SUBSIDY 92
6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS 92
6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT 93
6-III.C. APPLYING PAYMENT STANDARDS 95
6-III.D. UTILITY ALLOWANCES 97
Exhibit 6-1: Annual Income Inclusions 98
Exhibit 6-2: Treatment of Net Family Assets 102
Exhibit 6-3: Earned Income Disallowance for Persons with Disabilities 103
Exhibit 6-4: The Effect of Welfare Benefit Reduction 104
CHAPTER 7 – VERIFICATION 107
PART I: VERIFICATION GENERAL 107
7-I. A. GENERAL VERIFICATION REQUIREMENTS 107
7-I. B. SPECIFIC VERIFICATION REQUIREMENTS 107
7-I. C. VERIFICATION METHODS 107
7-I. D. VERIFICATION OF INCOME AND DETERMINATION OF TOTAL PARTICIPANT PAYMENT 109
PART II. VERIFICATION HOUSEHOLD INFORMATION 110
7-II.A. OVERVIEW OF VERIFICATION REQUIREMENTS 110

7-II.B. VERIFYING LEGAL IDENTITY 112
7-II.C. FAMILY CONSENT TO RELEASE OF INFORMATION 112
7-II-D. SOCIAL SECURITY NUMBERS 113
7-II.E. DOCUMENTATION OF AGE 114
7-II F. FAMILY RELATIONSHIPS 114
7-II.G. VERIFICATION OF STUDENT STATUS 115
7-II.H. DOCUMENTATION OF DISABILITY 115
7-II.I. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS 116
7-II.J. VERIFICATION OF PREFERENCE STATUS 117
PART III: VERIFICATION INCOME AND ASSETS 117
7-III.A. EARNED INCOME 118
7-III.B BUSINESS AND SELF EMPLOYMENT INCOME 118
7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS 118
7-III.D. ALIMONY OR CHILD SUPPORT 118
7-III.E. ASSETS AND INCOME FROM ASSETS 119
7-III.F. NET INCOME FROM RENTAL PROPERTY 120
7-III.G. RETIREMENT ACCOUNTS 120
7-III.H. INCOME FROM EXCLUDED SOURCES 121
PART IV: VERIFYING MANDATORY DEDUCTIONS 121
7-IV.A DEPENDENT AND ELDERL Y/DISABLED HOUSEHOLD DEDUCTIONS 121
7-IV.B. MEDICAL EXPENSE DEDUCTION 122
7-IV.C. DISABILITY ASSISTANCE EXPENSES 122
7-IV.D. CHILD CARE EXPENSES 123
Exhibit 7-1: Excerpt from HUD Verification Guidance Notice 125
Exhibit 7-2: Summary of Documentation Requirements for Noncitizens 129
CHAPTER 8 - VOUCHER ISSUANCE AND BRIEFINGS 130
8-A. ISSUANCE OF VOUCHERS 130
8-B. BRIEFING TYPES AND REQUIRED ATTENDANCE 130
8-C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION 132
8-D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION 133

8-E. SECURITY DEPOSIT REQUIREMENTS 133
8-F. TERM OF VOUCHER 133
8-G. PROCEDURES FOR EXTENDING HOUSING CHOICE VOUCHERS 134
8-H. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS 134
8-I. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER 135
CHAPTER 9 - REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION 136
9-A. REQUEST FOR TENANCY APPROVAL 136
9-B. ELIGIBLE TYPES OF HOUSING 137
9-C. LEASE REVIEW 137
9-D. SEPARATE AGREEMENTS 138
9-E. INITIAL INSPECTIONS 138
9-F. RENT LIMITATIONS 138
9-G. DISAPPROVAL OF PROPOSED RENT 139
9-H. INFORMATION TO OWNERS 139
9-I. OWNER DISAPPROVAL 139
9-J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE 140
9-K. CONTRACT EXECUTION PROCESS 140
9-L. PLAN TO CANCEL CONTRACTS 140
CHAPTER 10 - HOUSING QUALITY STANDARDS AND INSPECTIONS 141
10-A. GUIDELINES/TYPES OF INSPECTIONS 141
10-B. INITIAL HQS INSPECTION 141
10-C. HQS INSPECTIONS 142
10-D. DETERMINATION OF RESPONSIBILITY 143
10-E. EMERGENCY REPAIR ITEMS 144
10-F. SPECIAL/COMPLAINT INSPECTIONS 145
10-G. PRE MOVE-OUT INSPECTION 145
10-H. QUALITY CONTROL INSPECTIONS 146
10-I. REINSPECTION 146
10-J. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS 147

10-K. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) ... 148

10-L. CONSEQUENCES IF FAMILY IS RESPONSIBLE FOR HQS VIOLATION ... 149

CHAPTER 11 - OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS ... 150

11-A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM ... 150

11-B. MAKING PAYMENTS TO OWNERS ... 150

11-C. RENT REASONABLENESS DETERMINATIONS ... 151

11-D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM ... 153

11-E. ADJUSTMENTS TO PAYMENT STANDARDS ... 153

11-F. EXCEPTION PAYMENT STANDARDS ... 154

11-G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM ... 155

CHAPTER 12 - RECERTIFICATIONS ... 156

12-A. ANNUAL ACTIVITIES ... 156

12-B. ANNUAL RECERTIFICATION/REEXAMINATION ... 156

12-C. REPORTING INTERIM CHANGES ... 158

12-D. OTHER INTERIM REPORTING ISSUES ... 159

12-E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS ... 160

12-F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS ... 161

12-G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS) ... 161

12-H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES ... 163

12-I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES ... 163

12-J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES ... 163

CHAPTER 13 – MOVES WITH CONTINUED ASSISTANCE/PORTABILITY ... 164

13-A. ALLOWABLE MOVES ... 164

13-B. RESTRICTIONS ON MOVES ... 164

13-C. PROCEDURE FOR MOVES ... 165

13-D. PORTABILITY ... 165

13-E. OUTGOING PORTABILITY 166
13-F. INCOMING PORTABILITY 166
CHAPTER 14 - CONTRACT TERMINATIONS 169
14-A. CONTRACT TERMINATION 169
14-B. TERMINATION BY THE FAMILY: MOVES 169
14-C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS 170
14-D. TERMINATION OF THE CONTRACT BY AHA 171
CHAPTER 15 - DENIAL OR TERMINATION OF ASSISTANCE 173
15-A. GROUNDS FOR DENIAL/TERMINATION 173
15-B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY 175
15-C. FAMILY OBLIGATIONS 182
15-D. PROCEDURES FOR NON-CITIZENS 186
15-E. ZERO ($0) ASSISTANCE TENANCIES 187
15-F. ZERO INCOME PARTICIPANTS 187
15-G. OPTION NOT TO TERMINATE FOR MISREPRESENTATION 188
15-H. MISREPRESENTATION IN COLLUSION WITH OWNER 189
15-I. MISSED APPOINTMENTS AND DEADLINES 189
CHAPTER 16 - OWNER DISAPPROVAL AND RESTRICTION 191
16-A. DISAPPROVAL OF OWNER 191
16-B. OWNER RESTRICTIONS AND PENALTIES 192
16-C. CHANGE IN OWNERSHIP 192
CHAPTER 17 - OWNER OR FAMILY DEBTS TO THE PHA 193
17-A. PAYMENT AGREEMENT FOR FAMILIES 193
17-B. PAYMENT SCHEDULE FOR MONIES OWED TO THE AHA 194
17-C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION 194
17-D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP 195
17-E. GUIDELINES FOR PAYMENT AGREEMENTS 195
17-F. OWNER DEBTS TO THE PHA 196
17-G. WRITING OFF DEBTS 196
CHAPTER 18 - COMPLAINTS AND HEARINGS 197

18-A. COMPLAINTS TO THE AHA 197

18-B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS 197

18-C. INFORMAL HEARING PROCEDURES 198

18-D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS" 200

18-E. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES 201

CHAPTER 19 - PROGRAM INTEGRITY AND FRAUD 201

19-A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD 202

19-B. STEPS THE AHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD 202

19-C. STEPS THE AHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD 203

19-D. THE AHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD 203

19-E. OVERPAYMENTS TO OWNERS 204

19-F. HOW THE AHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD 204

19-G. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY THE PHA 204

19-H. CONCLUSION OF THE AHA'S INVESTIGATIVE REVIEW 205

19-I. EVALUATION OF THE FINDINGS 205

19-J. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED 205

19-K. AHA FRAUD RECOVERY POLICY 206

CHAPTER 20 -SPECIAL HOUSING PROGRAMS 208

20-A. HOMEOWNERSHIP PROGRAM 208

APPENDIX 1- GLOSSARY 213

APPENDIX 2 - ENTERPRISE INCOME VERIFICTION (EIV) 224

APPENDIX 3 - KATRINA DISASTER HOUSING ASSISTANCE PROGRAM – DELETED 240

APPENDIX 4 - PRESERVATION VOUCHERS 241

APPENDIX 5 - SPECIAL NEEDS CLIENTS / PROGRAMS POLICIES AND PROCEDURES 243

APPENDIX 6 - EQUAL OPPORTUNITIY HOUSING PLAN 267

APPENDIX 7 - LEAD-BASED PAINT POLICIES AND PROCEDURES 271

APPENDIX 8 - FSS ACTION PLAN OF OPERATIONS & ESCROW 285

APPENDIX 9 - EMERGENCY MANAGEMENT PLAN 291

APPENDIX 10 - CRIMINAL BACKGROUND CHECK POLICY 294

APPENDIX 11- PLAN TO CANCEL CONTRACTS 299

APPENDIX 12 - REASONABLE STEPS TO AFFIRMATIVELY FURTHER FAIR HOUSING IN THE HOUSING CHOICE VOUCHER, FAMILY SELF SUFFICIENCY, AND FAMILY UNIFICATION PROGRAMS 301

APPENDIX 13 - PROHIBITON AGAINT DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE AND STALKING 305

APPENDIX 14 – LIMITED ENGLISH PROFICIENCY PLAN 309

APPENDIX 15 – ADMINISTRATIVE OPERATING POLICIES AND PROCEDURES 331

APPENDIX 16 – RECORDS RETENTION POLICY 332

CHAPTER 1 - STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Housing Authority of the City of Arlington, Texas (hereinafter referred to as the AHA) was established in 1975 and empowered with the responsibility and authority to administer and operate housing assistance programs for the City of Arlington. The AHA is a metropolitan public housing authority established by state law as defined in Vernon's Public Law and City of Arlington resolution passed August 5, 1975. The establishment of policy for programs and functions and of long-term strategies and goals shall be the responsibility of the AHA Board of Commissioners. The day-to-day operations shall be delegated through the Executive Director to the AHA staff.

The Housing Choice Voucher Program shall be administered in compliance with the current Administrative Plan, Equal Opportunity Housing Plan (EOHP), the personnel policies of the City of Arlington, the applicable U.S. Department of Housing & Urban Development (HUD) Handbooks, and the applicable HUD executive orders and federal regulations. Other housing programs shall be administered in accordance with applicable federal regulations, action plans, and grant agreements.

1-A. JURISDICTION

The Housing Authority of the City of Arlington, Texas operates within the jurisdictional limits of the City of Arlington, Texas. At the direction of HUD, the AHA operates beyond the city limits in administering the Preservation units in the City of Irving.

1-B. LOCATION AND STAFF RESPONSIBILITIES

The AHA is located at 501 W. Sanford, Suite 20, Arlington, Texas. The organizational chart shows the relationship of the AHA Board to the Executive Director and staff, whose duties are as follows:

Executive Director –Is the Chief Executive Officer responsible for carrying out the policies, programs, and day-to-day operations of the AHA. Serves as liaison between the AHA and other City departments, agencies, and organizations to address housing concerns. Serves as the Board Secretary during scheduled meetings of the Board of Commissioners.

Housing Accounts Coordinator - Responsible for the general financial management of the AHA. Reports to the Executive Director.

Administrative Services Coordinator II- Performs general administrative responsibilities, monitors program performance, and performs other duties in support of program operations and administration. Reports to the Executive Director.

Housing Account Analyst– Analyzes financial expenditures and revenues. Assists in the development of AHA budgets, financial reports, quarterly Voucher Management System submittals, and Year-End financial statements. Reconciles bank accounts and general ledgers for all administrative accounts and prepares requisitions, and prepares for AHA annual audit. Reports to Housing Account Coordinator.

Intermediate Account Analyst– Responsible for processing invoices for payment and ordering office supplies. Maintains filing system for Finance team. Handles time-keeping and payroll duties. Sets up debit card accounts for tenants that qualify for Utility Reimbursement payments. Deposits incoming portability checks. Provides clerical support to Finance team as necessary, including tasks relating to Inventory Control, Archiving, and 1099 mail outs. Reports to Housing Accounts Coordinator.

Housing Account Aide - Handles all billing and financial matters for Port In and Port Out clients. Assists with preliminary portability meetings. Reconciles Family Self Sufficiency escrow account balances. Monitors AHA Accounts Receivable and Accounts Payable balances and handles collection efforts. Responsible for yearly Inventory and 1099 mail outs. Serves as backup on payroll and banking tasks. Reports to Housing Account Coordinator

Grants Coordinator – Responsible for the daily operations of the Housing Choice Voucher Program. Trains and supervises the Housing Specialists and Housing HCV Coordinators. Analyzes and interprets federal regulations and develops policy recommendations. Ensures that staff records are in compliance with applicable Fair Housing and applicable federal regulations and state and local law. Monitors program utilization rates. Works with program participants and property owners to resolve complaints. Reports to the Executive Director.

Housing Coordinators / HCV Program - Supervise Housing Specialists to properly administer and operate the Housing Choice Voucher Program ensuring quality customer services. Resolve landlord and tenant complaints. Coordinate applicant briefing sessions. Provide oversight of applicant eligibility determination and annual certification meetings. Responsible for monitoring HUD EIV and for transmission of data to HUD via MTCS system. Conduct training and prepare program reports. Reports to the Grants Coordinator.

Housing Specialists– Responsible for determining client eligibility. Evaluate client income, determine tenant portion of rent, execute contracts, perform briefings, and deliver quality customer service, negotiate rent with property owners, and facilitate the resolution of client concerns. Conduct Interim and Annual Reexaminations. Reports to the Housing Coordinators.

Housing Coordinator / Inspections– Supervises Housing Inspectors**.** Ensures that staff performs all required initial, annual, interim and complaint inspections in accordance with HUD regulations and agency policy. Conducts rent comparability surveys, and maintains rent reasonableness data, owner and inspection files. Approves rent abatements against owners and participants and monitors inspection processes. Performs liaison with new property owners and mediates conflicts between property owners and participants. Compiles statistical data and reports relating to inspections and concentration of poverty for SEMAP Reports. Is also responsible for the administration and operation of the Housing Rehabilitation Program and HCV new admissions processing. Reports to the Executive Director.

Housing Inspectors– Perform inspections on single family and multi-family rental units to determine compliance with HUD Housing Quality Standards. Develop and maintain a professional working relationship and quality customer service with property owners and managers, City Code Compliance staff, and tenants. Conduct rent comparable inspections and surveys. Reports to the Housing Coordinator / Inspections.

Housing Coordinator / Family Self-Sufficiency (FSS) - Responsible for the administration and operation of the FSS program and the HCV Homeownership Program. Also maintains the HCV waiting list and is responsible for the Homeless Assistance programs. Reports to the Executive Director.

Human Services Specialists Responsible for administration of the Family Self-Sufficiency Program and Homeless Programs. Promotes self-sufficiency and economic independence and homeownership opportunities for HCV program participants. Reports to the Housing Coordinator / FSS.

Housing Coordinator / Compliance – Responsible to oversee work performed by Compliance Coordinators, Service Representative, and Senior Clerks to ensure accuracy and compliance with the Administrative Plan, HUD regulations, and Notices and performs investigations of suspected fraud and program abuse. Additional responsibilities include investigations, presiding over informal hearings, and software systems administrator. Reports to the Executive Director.

Senior Clerks – Provide quality customer service to visitors and clients, answer telephones, screen calls, respond to inquiries for program information, and disseminate information. Provide general support as clerical staff including managing setting up and maintaining file records. Reports to the Housing Coordinator / Compliance.

Compliance Coordinators - Responsible for quality assurance reviews and evaluations. Staff typically reviews client file records to ensure compliance and reports fraudulent behavior. Reports to the Housing Coordinator / Compliance.

Service Representative –Performs landlord liaison functions, such as disseminate information, create and edit financial accounts, and serves as an administrator on AssistanceCheck. Additionally, manages fraud receivables accounts, assists with informal hearing processes, criminal background screenings, and general clerical duties. Reports to the Housing Coordinator / Compliance

1-C. ETHICAL STANDARD OF OPERATION & CONFLICTS OF INTEREST

Board Resolution 02-04, adopted March 6, 2002, established the policy for all AHA staff to conform with HUD's Housing Choice Voucher Program 24 CFR 982.161 which states that "neither the AHA nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with the participant-based programs in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

1. Any present or former member or officer of the AHA (except a participant Commissioner);
2. Any employee of the AHA, or any contractor, subcontractor, or agent of the AHA, who formulates policy or who influences decisions with respect to Programs; or
3. Any public official, member of a governing body, or state or local legislator who exercises functions or responsibilities with respect to the programs."

If it is determined that there is a conflict of interest that can be remedied in a suitable manner, the AHA may request a waiver from the U. S. Department of Housing and Urban Development for these acknowledged conflicts of interest.

NOTE:

Per HUD regulations, the AHA may not enter into Housing Choice Voucher payments (HAP) contract with a property owner that is a spouse, parent, stepparent, child, stepchild, grandparent, grandchild, sister, brother, stepsister, or stepbrother of a participant. The AHA also prohibits the solicitation or acceptance of gifts or gratuities in excess of a nominal value, by any officer or employee of the AHA, or any contractor, subcontractor, or agent of the AHA. This is consistent with the City of Arlington's ethics standards regarding conflicts of interest. As City of Arlington employees, all AHA staff must adhere to the *City of Arlington Personnel Policies* (Section II-13) which prohibits employees from accepting gifts or gratuities from existing or potential vendors or contractors and/or customers of the City. Exceptions include widely attended luncheons or the acceptance of products or promotional materials with nominal values of not more than $25.00.

1-D. MISSION STATEMENT

Mission…

The mission of the Housing Authority of the City of Arlington is to advocate for and pursue affordable housing opportunities for low-income persons in Arlington by:

- Establishing partnerships with public or private community service providers;
- Effectively communicating with internal and external constituencies;
- Attracting and retaining knowledgeable staff and Board members by supporting professional development and personal opportunities; and
- Maintaining and improving fiscal accountability and operational efficiency.

Vision…

The Arlington Housing Authority will be recognized by the community as the leader in providing quality housing assistance for low-income individuals and families in the city of Arlington. The AHA will provide a full range of housing opportunities and solutions to enable clients to reach their highest potential. The AHA will earn and maintain the public's trust by demonstrating expertise, professionalism, integrity, and accountability.

Core Values…

COMPASSION – Serving clients with respect, empathy, and dignity.

COMMITMENT – Steadfast commitment to helping others through dedication, urgency, flexibility, and thoroughness.

CREDIBILITY – Demonstrating honesty, integrity, knowledge, reliability, and fairness. Maintaining the highest ethical standards; fostering accountability, excellence, efficiency, and good financial stewardship.

COOPERATION – Developing open communications with the community; being open to new ideas; and sharing information with all constituencies.

Strategies

1. Maximize integration of public and private resources
2. Effectively and efficiently increase client opportunities and choices
3. Demonstrate integrity to earn and maintain the public trust
4. Actively and effectively communicate to improve the public perception of AHA
5. Leverage resources and maintain sound financial practices

1-E. LOCAL GOALS & FIVE YEAR PLAN STRATEGIC GOALS

-[24 CFR 982.1]

In 2000, the AHA submitted its first Five-Year Plan to HUD based on the AHA's Mission, Vision Statement, and Core Values. In July 2005, the AHA Board of Commissioners approved the AHA's Annual Plan and second Five-Year Plan for 2006-2010 (Resolution 05-10). In June 2010, the AHA board of Commissioners approved the AHA's Annual Plan and third Five-Year Plan for 2011-2015 (Resolution 10-16). In July 2015, the AHA Board of Commissioners approved the AHA's Annual Plan and fourth

Five-Year Plan for 2016-2020 (Resolution 15-17). The Annual Plan operationalizes and executes the AHA's strategies to achieve its Mission and Core Values.

Each year for the next four years, the AHA must submit a progress report (Annual Plan) to HUD, which is transmitted electronically, that details the AHA's progress in meeting its goals and objectives that were included in the Five-Year Plan.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

AHA Goal #1: Expand the supply of assisted housing

1. Objectives:
    a. The AHA will apply for additional rental vouchers when available
    b. Leverage private or other public funds to create additional housing opportunities
2. Measure:
    a. The AHA will prepare and submit an application for at least one (1) grant for Special Needs populations each year that the HUD Super NOFA has available funding.

AHA Goal #2: Improve the quality of assisted housing

1. Objectives:
    a. The AHA will improve voucher management: (SEMAP score); increase customer satisfaction; and
    b. Concentrate on efforts to improve specific management functions (e.g., case management, voucher unit inspections, management of the waiting list, financial management).
2. Measure:
    a. The AHA will maintain High Performer status, as measured by SEMAP.

AHA Goal #3: Increase assisted housing choices

1. Objectives:
    a. The AHA will provide voucher mobility counseling;
    b. Conduct outreach efforts to potential voucher landlords; and
    c. Implement voucher homeownership program.
2. Measures:
    a. The AHA will provide mobility counseling in each briefing packet for all new HCV admissions and movers. The AHA will conduct quarterly workshops with participating property owners and prospective voucher landlords.
    b. The AHA will apply for Homeownership Coordinator grant funding pending funding availability to enhance and expand the AHA Family Self-Sufficiency and Homeownership Program.

HUD Strategic Goal: Improve community quality of life and economic vitality

<u>AHA Goal #4: Provide an improved living environment</u>

1. Objectives:
    a. The AHA will foster livable neighborhoods and celebrate diversity.
    b. The AHA will use the HCV Program to expand housing opportunities beyond areas of traditional low-income and minority concentration.
2. Measure:
    a. The AHA will distribute information and maps at each briefing session for HCV applicants and movers which delineate areas of the city of Arlington with lesser concentrations of poverty.

HUD Strategic Goal*:* Promote self-sufficiency and asset development of families and individuals

<u>AHA Goal #5: Promote self-sufficiency and asset development of assisted households</u> Objectives:

1. Increase the number and percentage of employed persons in assisted families;
    a. Provide or attract supportive services to improve assistance recipients' employability; and
    b. Provide or attract supportive services to increase independence for the elderly or families with disabilities.
2. Measure:
    a. The AHA will continue to apply for FSS coordinator funding in support of the FSS program and will promote activities designed to increase the number of families who become homeowners; and to promote participant economic self-sufficiency and upward mobility.

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

<u>AHA Goal #6: Ensure equal opportunity and affirmatively further fair housing</u>

1. Objectives:
    a. Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, disability, actual or perceived sexual orientation, gender identity, or marital status;
    b. Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability;
    c. Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required.
2. Measures:
    a. The AHA will refer all cases of reported housing discrimination to the local HUD Fair Housing office for remediation.
    b. The AHA will distribute the HUD publication *Fair Housing: It's Your Right* booklet to voucher program participants searching for suitable housing.

Future Action

In order to achieve its Mission and Vision, the AHA will:

1. Continue proactive grantsmanship
2. Enhance the AHA client's ability to achieve economic self-sufficiency, expand affordable housing opportunities, including homeownership.

1-F. PURPOSE OF THE PLAN

[24 CFR 982.54]

The purpose of the Administrative Plan is to establish policies and procedures for the operation of the Housing Choice Voucher (HCV) program in a manner consistent with HUD regulations and local goals and objectives contained in the Agency Plan. Local rules that are made part of this Plan are intended to promote housing objectives consistent with the intent of the federal housing legislation.

The AHA is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this Plan, HUD regulations will have precedence. The AHA will revise this Administrative Plan as needed to comply with changes in HUD regulations. Any significant changes must be approved by the Board of Commissioners.

This Administrative Plan is a supporting document to the AHA Agency Plan and is available for public review as required by CFR 24 Part 903. Applicable regulations include:

1. 24 CFR Part 5: General Program Requirements
2. 24 CFR Part 8: Nondiscrimination
3. 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program

1-G. ADMINISTRATIVE FEE RESERVE

[24 CFR 982.54(d)(21)]

The AHA maintains its Administrative Fee Reserve (Operating Reserve) and invests to reserves in accordance with its Board adopted-investment policy and applicable HUD regulations. Quarterly, the AHA Executive Director provides a report on the status of the investments to the Board of Commissioners.

Administrative fees may only be used for activities related to the provision of HCV assistance, including related development activities. They may not be used for any other purpose.

Expenditures from the Administrative Reserve (Operating Reserve) shall not exceed **$25,000** in the aggregate for each fiscal year without the prior approval of the AHA Board of Commissioners**.**

1-H. RULES AND REGULATIONS

[24 CFR 982.52]

This Administrative Plan is set forth to define the AHA's policies for the operation of the housing programs in the context of Federal laws and Regulations. All issues related to the Housing Choice Voucher Program not addressed in this document are governed by such Federal regulations, HUD memos,

notices, and guidelines or other applicable law. The policies in this Administrative Plan have been designed to ensure compliance with applications for program funding.

1-I. TERMINOLOGY

The Housing Authority of the City of Arlington is referred to as the Arlington Housing Authority ("AHA") throughout this document.

- "Family" is used interchangeably with "Applicant" or "Participant" and can refer to a single person family.
- "Tenant" is used to refer to participants in terms of their relation to landlords.
- "Landlord" and "Owner" are used interchangeably.
- "Disability" is used where "handicap" was formerly used.
- "Non-citizens Rule" refers to the regulation effective June 19, 1995, restricting assistance to U.S. citizens and eligible immigrants.
- The Section 8 program is also known as the Housing Choice Voucher Program.
- "HQS" means the Housing Quality Standards required by HUD regulations as enhanced by the AHA.
- "Client" means applicant, program participant, and participating landlord.

SEE: APPENDIX I-GLOSSARY for other terminology.

1-J. FAIR HOUSING POLICY

[24 CFR 982.54(d)(6)]

The City of Arlington's Fair Housing Officer is responsible for the implementation and compliance with the city's Fair Housing Ordinance. The Fair Housing Officer performs their duty in accordance with the policy directives of the City Council and can recommend rules and regulations to aid in the implementation and facilitation of the ordinance. Moreover, the Fair Housing Officer directs complaints to the US Department of Housing and Urban Development's Fair Housing Office for investigation and resolution of complaints to ensure compliance with fair housing law.

The Arlington Housing Authority's Fair Housing Officer is responsible for ensuring compliance with Fair Housing law and for determinations with regard to requests made to the Arlington Housing Authority for a reasonable accommodation due to the requestor's disability. The Arlington Housing Authority serves as an information and referral resource with regard to Fair Housing and Housing Discrimination complaints. The Arlington Housing Authority directs persons to resource information available through the US Department of Housing and Urban Development's web site including access to Housing Discrimination Complaint forms and instructions about how to file a housing discrimination complaint.

In 2004, the City of Arlington prepared a housing needs assessment that also addressed a range of issues relating to the City's Five-Year Consolidated Plan and the Arlington Housing Authority's Five Year Plan. This document served as the basis for the discussion of housing issues, as well as providing insight into the development and delivery of the City's housing services during the ensuing decade.

In 2013, the City of Arlington determined the need to reassess the housing market and the City's housing efforts, and retained Ernest Swiger Consulting, Inc. to develop a comprehensive housing strategy for the

City through the next decade and an updated analysis of Impediments to Fair Housing Choice. This information is available from the City of Arlington upon request.

The Arlington Housing Authority is committed to affirmatively furthering Fair Housing in its day to day operations and in its long-term strategies and goals. This commitment includes compliance with and participation in the City of Arlington's Fair Housing policies and educational goals identified in the Analysis of the Impediments to Fair Housing and the Consolidated Plan.

It is the policy of the AHA to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment **(**SEE: APPENIX-6-EQUAL OPPORTUNITY HOUSING PLAN). The AHA shall not deny any family or individual the equal opportunity to apply for or receive assistance under the HCV Programs on the basis of race, color, sex, religion, national or ethnic origin, age, familial status, handicap or disability, or actual or perceived sexual orientation, gender identity, or marital status.

To further its commitment to full compliance with applicable Fair Housing laws, the AHA will provide Federal/State/local information to Voucher holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session and available upon request at the front desk.

The AHA is responsible for providing assistance to clients who allege that they have encountered discrimination. The client is informed of his/her rights under federal, state, or local laws, including the right to file a formal complaint under one or more of these laws. Should a client desire to file a complaint under Title VII of the Civil Rights Act of 1968 and the Fair Housing Amendments of 1998, the AHA will make a referral to a local Fair Housing Officer or the HUD office where such assistance may be obtained.

All AHA staff are informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Staff will attend local fair housing update training sponsored by HUD to keep current with new developments.

The AHA's office(s) are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by the Texas Relay telephone service provider. Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the AHA's facilities are inaccessible to or unusable by persons with disabilities.

1-K. REASONABLE ACCOMMODATIONS POLICY

[24 CFR 100.202]

It is the policy of the AHA to be service-directed in the administration of its housing programs and to exercise and demonstrate a high level of professionalism while providing housing services to families. The AHA's policies and practices are designed to provide assurances that persons with disabilities will be given a reasonable accommodation, upon request, so that they may fully access and utilize the housing programs and related services that the AHA provides. The availability of requesting an accommodation will be made known by including notices on AHA forms and letters.

This policy is intended to afford persons with disabilities an equal opportunity to obtain the same results, to gain the same benefits, or to reach the same levels of achievement as those who do not have disabilities and is applicable to all situations described in this Administrative Plan including when a family applies and when the AHA schedules or reschedules appointments of any kind.

Applicants and participants may self-certify that they are disabled or have a disabling condition requiring a reasonable accommodation. If the AHA finds that the requested accommodation creates an undue administrative or financial burden, the AHA will deny the request and/or present an alternate accommodation that will still meet the needs of the person. An undue administrative burden is one that requires a fundamental alteration of the essential functions of the AHA (i.e., waiving a family obligation). An undue financial burden is one that, when considering the available resources of the agency as a whole, the requested accommodation would pose a severe financial hardship.

If a person is denied the accommodation or feels that the alternative suggestions are inadequate, they may request an informal hearing to review the AHA's decision.

Reasonable accommodation will be made for a person with a disability that requires an advocate or accessible offices. A designee will be allowed to provide some information but only with the permission of the person with the disability. All AHA mailings will be made available in an accessible format upon request as a reasonable accommodation.

In the event a dispute arises over whether or not a person is entitled to a reasonable accommodation the hearing officer or other AHA representative may ask the requester to certify (if apparent) or verify (if not apparent) that they are a person with a disability under the following ADA definition:

1. A physical or mental impairment that substantially limits one or more of the major life activities of an individual;
2. A record of such impairment; or
3. Being regarded as having such an impairment

Note: This is not the same as the HUD definition used for purposes of determining allowances.

Rehabilitated former drug users and alcoholics are covered under the ADA. However, a current drug user is not covered. In accordance with 5.403, individuals are not considered disabled for eligibility purposes solely on the basis of any drug or alcohol dependence. Individuals whose drug or alcohol addiction is a material factor to their disability are excluded from the definition. Individuals are considered disabled if disabling mental and physical limitations would persist if drug or alcohol abuse discontinued.

1-K.1. Reasonable Accommodation Defined

A "reasonable accommodation "is a modification, change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

In additional to any required "Reasonable Accommodation", a person with a disability may also require a "Reasonable Modification". A reasonable modification is a structural change made to the premises in order to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces. Generally, the tenant or someone acting on the tenant's behalf is responsible for costs associated with a reasonable modification.

Beginning with the initial and continuing each subsequent annual, interim or special reexamination, AHA will provide every family written notice of its right to request a reasonable accommodation. In order to permit an applicant or participant with one or more household members with a verifiable disability to take full advantage of AHA's programs and services, AHA will consider requests for reasonable accommodations, including structural modifications to AHA's facilities unless such structural modifications would result in an undue financial or administrative burden on AHA.

AHA will not approve any accommodation that results in a change in the basic program requirements e.g.; AHA will not waive the annual unit inspection, but could delay the inspection if necessary because the participant is currently hospitalized or ill.

1-K.2. Requesting a Reasonable Accommodation

In order to be considered for a reasonable accommodation, the family must make a request. The preferred method for requesting a reasonable accommodation is by use of the AHA form "Request for Reasonable Accommodation". If the applicant is unwilling or unable to complete the form the AHA will take the information from the applicant and complete the form for the client.

1-K.3. Verification of Need for Reasonable Accommodation

a. If a person's disability is obvious or otherwise known to the AHA (i.e. hearing impaired), and if the need for the requested modification is also readily apparent or known (i.e. visual smoke alarm), the AHA will approve the accommodation without further documentation or verification.

b. If the requester's disability is known or readily apparent to the AHA (i.e. asthmatic), but the need for the modification is not readily apparent or known (i.e. need for second bathroom), the housing authority will request information from a reliable care provider who can identify the nexus between the disability and the requested accommodation.

c. If the requester's disability is not known or readily apparent, the AHA will use the "Request for Reasonable Accommodation" form to obtain verification of the disability, and need for the requested accommodation. Verification of Need for Reasonable Accommodation forms must be obtained via third party means. If a verification form is not returned by the care provider within five (5) business days, AHA will follow up, allowing five (5) more days for the care provider to respond. AHA will attempt to obtain verification via third party means including U.S. postal service, fax, email, and when all other means fail, hand carried by the family or verbal via telephone call initiated by the AHA. Provided the care provider returns the completed Verification form within the specified time, AHA will make a determination of the reasonableness of the requested accommodation.

   If the care provider does not return the completed Verification form, or requires payment for completion of the form, AHA will:

   i. Rely upon previous documentation in the file and/or;

   ii. Ask the individual if there is another qualified care provider that can provide the response; or at its sole discretion

   iii. Make a determination of the reasonableness of the requested accommodation.

   iv. Notice of AHA's determination will be mailed to the applicant/participant within five (5) business days.

   v. If the requested accommodation is approved, the applicant will be advised accordingly. The approval will be in effect for one, three or five years or indefinitely based upon the recommendation of the care provider and the ongoing need. AHA will continue to provide annual notice of the right to request a reasonable accommodation, and provide a simple means for a family to reaffirm the continuing need for a previously approved accommodation. This will allow the AHA to assess if the granted accommodation is still an appropriate response to the disability.

   vi. If the requested accommodation is denied, the AHA may offer the family an alternative to consider such as adding the person to the household as a family member, versus a live-in aide. If the family appeals the denial, the AHA will act on the appeal in a timely manner and send a written notice of its decision to the applicant/participant within fourteen (14) calendar days.

d. If the accommodation is for an additional bedroom (e.g. for a live-in attendant or storage of medical equipment), the AHA will perform a field inspection to verify the use of the additional bedroom for the intended purpose during the annual housing quality standards inspection.

1-K.4. Frequency of Verification

The AHA will review the need for reasonable accommodation at each annual recertification. Independent verification will be obtained in accordance with the renewal period recommended by the care provider. The AHA retains the right to require more frequent verification based on additional information.

1-K.5. Reasonable Accommodation – Temporary Provision

HUD issued Notice 2012-03 Housing Choice Voucher Program Temporary Compliance Assistance on January 22, 2013. The temporary provisions established by this Notice will be available to PHAs until **March 31, 2014.**

Reasonable Accommodation: PHAs are permitted to establish a payment standard of not more than 120% of the fair market rent (FMR) without HUD approval as a reasonable accommodation.

Under this provision, the AHA may approve a payment standard of not more than 120% of the FMR without HUD approval if required as a reasonable accommodation for a family that includes a person with disabilities.

1-K.6. Live-In Aides

A live-in aide is a person who resides with one or more elderly (62 or older), near elderly (50-61), or a person with disabilities who:

a. Is determined to be essential to the care and well-being of the program participant(s);

b. Is not obligated for the support of the program participant(s); and

c. Would not be living in the unit except to provide the necessary supportive services; and

d. Has been approved in writing by the AHA to reside in a family's assisted unit on a full-time, permanent basis; and

e. is not a member of the assisted family or has been assisting family within the past twelve (12) months; and

f. is not entitled to the HCV as the remaining member of the tenant family.

The definition of a live-in aide applies to a specific person (i.e.; the applicant or program participant must identify a specific person to serve as their live-in aide).

1-K.7. Qualifications for the Live-In Aide

The live-in aide:

a. In most cases, may not be a relative. The AHA is responsible to authorize the addition of a family member. The AHA is also responsible to authorize the HCV participant-identified live in aide. Relatives **currently** serving as a live in aide or relatives **proposed** to serve as a live in aide will be considered and evaluated on a case by case basis. *The AHA recognizes that with this policy change (in March 2015) numerous families have received prior year approval for a relative to serve as their live in aide. While the AHA intends not to present a hardship to the household, the AHA recognizes its fiduciary responsibilities and will take reasonable care in making a fair and reasonable determination regarding live in aides. At annual recertification and new admission, the AHA shall evaluate, to the best of its ability, cases involving HCV participants where a relative is serving as a live in aide or where a relative is identified to serve as their live in aide. The AHA shall determine if the person identified to serve as a live in aide is a "family member" or "live in aide". The determination made by staff shall be reviewed by the Program Manager. The Program Manager and the Compliance Officer shall evaluate each case on its own merits. If*

the two parties concur in their determination the Housing Specialist shall carry out their determination. Cases where the senior staff does not agree shall be presented to the Executive Director for final determination.

Considerations:

- Is the live in aide a relative? If yes, is the individual more appropriately classified as a member of the household or a live in aide?
- Describe the relation (Mother, sibling, grandchild, cousin, etc.)
- Describe the relationship – through blood or marriage?
- Was the proposed live in aide a previous member of the household? - When? Detail rental history of the HCV participant / applicant and the identified live in aide.
- Does the HCV participant have options for a person other than a relative to serve as their live in aide?

b. Resides in the assisted unit on a permanent full time basis, and does not maintain a separate residence; (unless an exception is granted by the Executive Director based on special circumstances);

c. Has no ownership or other interest in the subsidized unit;

d. Is subject to the provisions of the family obligations prohibiting involvement with illegal drugs, violent criminal behavior, and disturbances to the peaceful enjoyment of other residents in the vicinity of the assisted unit;

e. Is not barred from residing in an assisted unit (subject to life-time registration as a sex offender; prior conviction for manufacturing or producing methamphetamine in a federally assisted unit);

f. Is not denied residency in the unit based on criminal history

g. Does not contribute financial support to the family. Consequently, the income of the live-in aide is disregarded for purposes of determining eligibility and assistance;

h. Does not qualify for continued occupancy as a remaining member of the tenant family, even if he or she is related by blood, marriage or operation of law;

i. Cannot change his/her status from live-in aide to a family member;

j. If the family receives payments from Social Services through the In-Home Support Services (IHSS) program, the live-in aide should be the person on record with IHSS unless there is a reasonable justification for another person residing in the unit to provide full-time care.

k. In accordance with 24-CFR Section 982.316, the AHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR part 8 to make the program accessible to and usable by a family member with a disability.

l. Approval of an applicant's request to include a live-in aide in, or a participant's request to add a live-in aide to the family's household is at AHA's discretion.

m. In accordance with PIH Notice 2010-51, PHAs may not approve an unidentified live-in aide, nor a larger unit than the family qualifies for under the PHAs subsidy standards for an unidentified live-in aide.

n. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, the PHA may not approve a live-in aide under these circumstances.

o. A family may always request a reasonable accommodation to permit program participation by individuals with disabilities. A family's composition or circumstances may warrant the provision of an additional bedroom to permit disability-related overnight care and allow the family equal use and enjoyment of the unit. Such limited exceptions to the established subsidy standards are permitted under 24 CFR Section 982.402(b)(8). The PHA must consider requests for an exception to the established subsidy standards on a case-by-case basis and provide an exception, where necessary, as a reasonable accommodation. The PHA shall document the justification for all granted exceptions.

p. If AHA disapproves a family's request for a live-in aide, the person may not be added to the family's household.

q. If AHA approves a family's request for a live-in aide, the family must obtain the landlord's approval to add the proposed live-in aide to reside in the unit. If the landlord:

   i. Agrees to accept the proposed live in aide, the family and landlord must provide AHA written documentation (AHA provided form is acceptable), and AHA will add the live-in aide. The live-in aide will not be recognized as a family member on the lease, and has no rights to tenancy when his/her services as a live-in aide are no longer required.

   ii. If the owner, within the limits of the law, declines to accept the proposed live-in aide, the proposed live-in aide may not be added to the family's assisted unit. The AHA will issue the family a transfer voucher allowing for a move to a suitable unit.

r. A PHA may only approve one additional bedroom for a live- in aide. Although a live-in aide may have PHA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. The PHA must ensure that housing quality standards (HQS) will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval of additional family members of a live- in aide would result in the violation of HQS, the additional family members of the live- in aide may not be approved.

1-K.8. Part Time Aide

AHA recognizes that there are senior and/or disabled clients who require assistance with daily living activities, on a less-than- full time basis. If the disabled or elderly person only requires assistance on a part-time or "as-needed" basis to perform the daily living activities, it is "not generally reasonable" to increase the voucher bedroom size or rental housing subsidy on a full-time basis, and the AHA will recommend other cost effective measures that can be taken to accommodate the needs of the part-time caregiver, including using the living room as a living/sleeping room for the short-term stays.

1-K.9. Medical Equipment

Although the AHA may approve an additional bedroom for medical equipment if the need is documented by a health care provider, the actual equipment in the extra bedroom should be verified by the AHA during the annual or special inspection of the unit. It is recommended that the AHA Housing Inspector or other take photographs to document the presence of the medical equipment claimed to present the need for an additional bedroom. The AHA shall use reasonable judgment to determine if the request for a reasonable accommodation of an extra bedroom for the storage and use of medical equipment is appropriate. If the AHA approves the request and authorizes the participant to receive an additional voucher bedroom size it is the responsibility of the AHA to determine if the extra bedroom is being used

for its intended purpose. If the extra bedroom is not being used for the intended purpose, the AHA must reduce the subsidy standard and corresponding payment standard at the family's next annual recertification. However, the AHA may take further action, if it believes any family obligations under 24 CFR Section 982.551 were violated.

1-K.10. Renting From Relatives

HUD regulations prohibit HCV participants from renting to relatives. In the case of a participant with disabilities, the AHA will consider a request for a reasonable accommodation to allow an assisted family to rent from a relative and approve a Housing Assistance Payment Contract provided there is a nexus between the disability, and some unique factor of the unit such as*:

a. Physical modifications to make the unit accessible to a wheelchair user;

b. Physical modifications to make the unit accessible to a person with sensory needs (i.e. vision or hearing impaired);

c. Proximity of the unit to a primary care giver.

*This list is not exhaustive; each request will be determined on a case-by-case basis. If approved, the AHA will continue to honor this accommodation for the life of the tenancy, provided the unit meets minimum Housing Quality Standards.

1-K.11. Pet Policy

AHA will provide periodic notice to landlords participating in the HCV Program advising of their responsibility to accommodate a family when a person with a disability needs either a service or companion animal.

a. An owner must allow both a service and/or companion animal even if there is a no pet policy;

b. No extra security deposit may be charged

1-K.12. Applying for Admission

All persons who wish to apply for the AHA Housing Choice Voucher program must submit a preliminary application, as indicated in the AHA's public notice which follows HUD's guidelines in the CFR 982.206.

The AHA will provide reasonable accommodation for persons with disabilities upon request.

As applicants are drawn from the waiting list based on their preliminary application, they will then complete a full application and be interviewed by AHA staff. The AHA will request third party independent verification of assets, income, and allowances.

1-K.13. Home Visits

The AHA requires program participants to come in to the office to conduct an initial eligibility determination. Annual re-certifications and interim examinations may be conducted on-line, by mail or in person in the office or in-home visit by staff. Persons who have received an appointment to conduct in-office business with the AHA may request an alternate accommodation due to their physical disability. The AHA will provide an accommodation which may include an in-home visit to conduct the required business activities as a reasonable accommodation.

1-K.14. Applicants

The AHA will provide a reasonable accommodation to applicants by enabling persons to submit a preliminary application on-line via the internet from the convenience of their home, 24 hours per day, seven (7) days per week, during open enrollment. For persons that do not have a computer or access to

the internet, the AHA has facilitated an arrangement where persons may use a computer and the internet access at no cost to the applicant at any City of Arlington public library, or at the AHA office. Persons that are unable to access the internet from home or travel outside their home may apply for rental housing assistance by telephone.

1-L. TRANSLATION OF DOCUMENTS

The AHA utilizes bilingual City staff who receive additional compensation to assist families with limited English proficiency. In determining whether it is feasible to provide such assistance, the AHA will consider the following factors:

1. Number of potential applicants and participants in the jurisdiction who do not speak English and speak the other languages;
2. Estimated cost to AHA per client for translating documents into the other languages;
3. The availability of local organizations to provide translation services to non-English speaking families; and
4. Availability of bilingual staff to provide translation for non-English speaking families.

1-M. MANAGEMENT ASSESSMENT OBJECTIVES

The AHA operates its housing assistance program with efficiency and can demonstrate to HUD auditors that the AHA is using its resources in a manner that reflects its commitment to quality and service. The AHA policies and practices are consistent with the areas of measurement for the following HUD's Section Eight Management Assessment (SEMAP) indicators.

Indicator I- Selection from the Waiting List (15 points)

The AHA will annually conduct a supervisory audit of two (2) samples from the Waiting List (one of applicants and one from admissions) based on the estimated number of new admissions during the fiscal year. Documentation must show that in both samples, families were drawn from the Waiting List by preference, date, and time. The AHA must also include the methodology for selection from the Waiting List in the Administrative Plan. The sample size is based on the number of new admissions in the fiscal year.

Indicator II- Reasonable Rent (20/15 points)

The AHA has and implements a written method to determine a reasonable rent and document for each unit leased, that the rent to the owner is reasonable compared to unassisted unit at the time of initial leasing. In addition to initial leasing, the rent reasonable process will be conducted: 1) if there is a rent increase; and 2) if there is a 5% decrease in the FMR in effect sixty (60) calendar days before the HAP contract anniversary. The AHA will ensure that a rent comparability analysis is conducted in these instances which include an evaluation of the unit age, amenities, maintenance, housing services and utilities provided, etc.

Indicator III- Determination of Adjusted Income (20/15 points)

The Quality Control Coordinator will determine if at the time of new admissions and annual reexaminations if the correct determination of adjusted annual income was made for each assisted family and whether the utility calculations were correct. The Quality Control Coordinator will verify if third party verifications of income were completed. Points will be determined by the percentage of files sampled that meet the required SEMAP criteria.

Indicator IV-Utility Allowance Schedule (5 points)

The AHA will annually update the utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

Indicator V- Housing Quality Standards (HQS) Quality Control Inspection (5 points)

The AHA will re-inspect a sample of units under contract within three months of the initial inspection to ensure that the initial inspection was correct. The AHA Quality Control sample will be drawn in an unbiased manner and reviewed by an AHA Senior Inspector or other qualified person other than the person who performed the original work.

Indicator VI-HQS Enforcement (10 points)

The AHA will perform a supervisory audit of case files with failed HQS inspections for all case files sampled. For cases with HQS deficiencies cited that are life threatening, the AHA must demonstrate that the deficiencies were corrected within 24 hours. For other deficiencies that are not life threatening, the deficiencies must be corrected within ninety (90) calendar days.

Indicator VII- Expanding Housing Opportunities (5 points)

The AHA verifies that the AHA has adopted a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration; informs rental voucher holders of the full range of areas where they may lease units both inside and outside the AHA's jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units outside areas of poverty or minority concentration.

Indicator VIII- Payment Standards (5 points)

The AHA verifies that the AHA has adopted current payment standards by unit size tied to the FMR. The payment standard cannot exceed 110% of the current applicable HUD published FMR, not be less than 90% of the FMR.

Indicator IX- Annual Reexaminations (10 points)

The AHA staff downloads information from the PIC to determine if there are overdue reexaminations. Number of points awarded will depend on the percentage of overdue reexaminations of the files reported to HUD.

Indicator X-Correct Tenant Rent Calculations (5 points)

The AHA staff downloads information from the PIC to determine if the AHA has calculated tenant rent correctly. Number of points awarded will depend on the number of correct calculations reported to HUD.

Indicator XI- Pre-Contract HQS Inspections (5 points)

The AHA downloads information from the PIC to determine if the AHA has failed to complete HQS inspections before the issuance of contracts. Number of points awarded will depend on whether or not a contract was issued before a HQS inspection was completed.

Indicator XII- Annual / Biennial HQS inspections (0 points)

The AHA must re-inspect units within 24 months of the previous HQS inspection. The inspection is completed concurrently with the annual reexamination process.

Indicator XIII Lease-up (20/15 points)

The AHA monitors this indicator on a monthly basis and determines the number of letters to be mailed out each month. Lease-up will be determined by HUD based on the number of units months leased during the AHA's last fiscal year compared to the allocated units or on the budget utilization (whichever is higher). This will be included in the quarterly Voucher Management System submittal.

Indicator XIV-FSS enrollment and Escrow Account balance (10/8/5/3 points)

The AHA downloads information from the PIC to determine the percentage of mandated FSS slots that are filled and to determine the percentage of FSS participants with escrow balances. The FSS Coordinators are responsible for meeting this evaluation criterion and maintaining data on escrow accounts in the AHA software.

Deconcentration Bonus (5 points)

The AHA verifies (with data compiled from PIC) that half or more of all HCV families with children assisted by the AHA are residing in low poverty census tracts.

Supervisory quality control reviews will be performed by an AHA Supervisor or other qualified person other than the person who performed the work, as required by HUD, on the following SEMAP Indicators:

- Selection from the waiting list
- Rent reasonableness
- Determination of adjusted income
- HQS Enforcement
- HQS Quality Control

The annual sample of files and records will be drawn in an unbiased manner, leaving a clear audit trail. The minimum sample size to be reviewed will relate directly to each factor. Each year, the AHA Board of Commissioners authorizes the electronic transmission of the SEMAP indicators to HUD.

1-N. RECORDS FOR MONITORING AHA PERFORMANCE

In order to demonstrate compliance with HUD and other pertinent regulations, the AHA will maintain records, reports, and other documentation for a time prescribed by HUD (HUD Handbook 2225.6 Records Disposition Schedule) and the City of Arlington's records retention policy. These documents will be retained in a manner that will allow an auditor, housing professional, or other interested party to follow, monitor, and/or assess the AHA's operational procedures objectively and with accuracy and in accordance with SEMAP requirements with internal supervisory audits.

In addition to the required SEMAP documentation, the Housing Coordinators will review client files on an ongoing monthly basis to evaluate program performance and the performances of the Housing Specialists utilizing the Rental Integrity Monitoring techniques.

1-O. PRIVACY RIGHTS

[24 CFR 982.551 and 24 CFR 5.212]

1-O.1. Rights of Applicants and Participants

Applicants and participants, including all adult members of the assisted household, are required to sign the HUD 9886 Authorization for Release of Information. This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD/AHA will release family information. The AHA's policy regarding release of information is in accordance with State and local laws which may

restrict the release of family information. Under the Privacy Act, income and other information pertaining to the client family used to determine eligibility, the appropriate bedroom size, and the amount the family will pay toward rent and utilities may be released to appropriate federal, state, and local agencies when relevant to civil, criminal, or regulatory investigators or prosecutors. However, the information will not be otherwise disclosed or released, except as permitted or required by law.

The AHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicant and participant files will be stored in a secure location which is only accessible by authorized staff. AHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

The AHA staff is prohibited from disclosing or copying client records for distribution to anyone except the head of household. This includes copying documents such as birth certificates, medical records, Social Security Cards, or any other information in the file. When printed records are retrieved that contain client Social Security numbers or other personal data, this information will be stored only in the tenant folders or on the mainframe system. All other personal data will be shredded.

See Section C below for Release of Information to property owners.

1-O.2. Open Records Requests

The AHA follows the guidelines of the Open Records Act in providing non-program participant information to the public including such data as AHA financial records, records pertaining to AHA staff, and demographic data. These requests must be made in writing. A program participant's personally identifiable information, such as social security numbers and medical information are not subject to the Open Records Act.

1-O.3. Release of Information to Property Owners

As required by the Conforming Rule CFR 982.307 (b) (2), the AHA will provide property owners with the information specifically required by the rule. This includes:

a. the family's current address as shown in the AHA records;

b. the name and address, if known, of the property owner at the family's current unit; and

c. the prior address of the family.

The AHA will include a statement in the application packet that informs applicants that this information is provided to property owners upon request. The AHA will also advise all property owners that AHA has not screened the family's behavior or suitability for tenancy and that such screening is the property owner's responsibility (CFR 982.307- Tenant Screening).

1-O.4. Board of Commissioner Meetings

Tape recordings and transcripts of all regular Board of Commissioners' minutes are available to the public at the main administrative office at 501 W. Sanford Street, Suite 20, Arlington, Texas 76011. All regular Board Meetings are open to the public. Notice of all meetings is posted in the City Secretary's Office 72 hours prior to the meeting.

Executive Sessions of the Arlington Housing Authority Board of Commissioners are held in closed session coinciding with regular or special Board meetings, although the subject matter must be included on the posted agenda. These meetings are generally attended by the Executive Director, AHA Legal Counsel, members of the AHA Board of Commissioners, and requested AHA staff. Transcripts of tapes from Executive Sessions are not made available to the public.

1-O.5. Enterprise Income Verification System (EIV) System

The EIV System is intended to provide a single source of income-related data to public housing agencies (PHAs) for use in verifying the income reported by tenants in the various assisted housing programs administered by the PHAs across the nation. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system. The EIV system assists the AHA in the upfront verification of tenant income by comparing the tenant income data obtained from various sources (SEE: APPENDIX 2- EIV SYSTEM).

1-O.6. Office Security

In an effort to protect and safeguard the information contained in AHA files, unsupervised admission to the office shall be granted only to AHA staff. All visitors must be escorted by an AHA staff member. All guests to the AHA offices are required to sign in on the sign in log at the front receptionist desk.

The office building is secured by the services of a private security company. The building access is secured each evening and opened each morning by the security company.

The AHA maintains video surveillance on the building interior and exterior. The AHA surveillance system is a 24 hour, 7 days per week digitally recorded surveillance system with access that is restricted and password protected. The surveillance system records all persons that enter the building and the AHA offices.

The AHA office (501 W Sanford, Suite 20) is secured by keyless door locks requiring a password for access. Office access passwords are changed periodically as a security precaution. Additionally, office access codes are changed upon termination of an AHA employee.

An office area where sensitive and confidential information is stored is secure. Such office areas (staff offices and file rooms) have lockable doors. Staff are required to close and lock their door when they are not present in their office. Staff are required to close and lock file room doors when they are not present in the file rooms. Each employee is issued a key to their office and other areas of the office facility as needed and depending on business necessity and their position with the AHA. Employees sign a written statement upon the issuance of office keys. The AHA maintains office key control, key issuance plan and key box controls. Official police records are not maintained in the tenant file but are stored in a separate secure file system. The AHA's Housing Coordinator-Compliance is the primary staff person who has access to these records and is responsible to maintain these records in their separate secure on-site location.

The AHA Housing Coordinator-Compliance also maintains an up to date record of documentation on each employee that has access to EIV and client file records.

The AHA complies with the HUD records retention schedule for financial and client data. Records of active clients' current case files are maintained at the AHA, older volumes are maintained off site at a third party storage facility. Records of terminated clients are archived and maintained off site at a third party storage facility. Archived records are able to be retrieved within 24-hours of request. Archived records that no longer need to be retained are destroyed in accordance with the HUD records retention schedule.

The AHA maintains appropriate security measures which includes the following:

a. Computer system users are issued a unique user name and confidential password. Both user name and password are necessary to gain access to the computer system.

b. Computer system passwords are changed every ninety (90) calendar days.

c. Computer system passwords for the employee are terminated upon termination of employment from the AHA.

d. Computer system data and programs are backed up daily with redundant storage maintained off site at a secure location.

1-O.7. Privacy

AHA's practices and procedures are designed to safeguard the privacy of applicants and participants. All applicant and participant files will be stored in a secure location accessible only by authorized staff.

a. The Privacy Act of 1974 prohibits AHA from disclosing any record which is contained in a system of records by any means of communication to any person, or other agency, except pursuant to a written request by, or with the prior written consent of the individual to whom the record pertains, except as noted in 5 U.S.C. Section 552a(b).

b. Each adult in an applicant or participant household is required to sign HUD's Form 9886, Authorization for Release of Information and Privacy Act Notice. This Form incorporates the Federal Privacy Act Statement and describes the conditions under which family information will be released. AHA will comply with the Privacy Act in the collection, maintenance, use and dissemination of all information obtained pursuant to the Form 9886 release.

c. AHA will provide a statement to every applicant/participant which describes its policy on providing information to owners. AHA will provide the same type of information to all families and to all owners.

1-O.8. Review of Applicant/Participant File

An applicant or participant may review his/her file and obtain copies of any document contained therein, except for documents that contain private information about the landlord (i.e. owner's address, social security number). File review must be done under the constant supervision of an AHA staff member.

Request to review a file must be submitted in writing, and will generally be honored within three (3) business days. An applicant or participant may authorize another person to review his/her file by providing a written release specifying the name of the person or persons authorized to view the client's file.

An authorized representative of an applicant or participant shall have the same access to the applicant's/participant's file as the applicant/participant, upon AHA's receipt of a written release/authorization.

Copies of individual pages from a file will generally be provided to clients free of charge. However, when requests are made for all documents in a file, or other significant document production is required, a charge of $.10 per page will be collected.

1-O.9. Upfront Income Verification (UIV) Security Policy

The AHA utilizes three types of practices and controls to secure UIV information; technical safeguard, administrative safeguards, and physical safeguards. Details of the safeguards are identified in the HUD Upfront Income Verification (UIV) System PHA Security Procedures (version 1.1, April 2004), including any subsequent revisions, which is incorporated by reference.

1-O.10. Disclosure to Prospective Landlord

In accordance with HUD regulation 24 CFR 982.307(b), if requested, AHA will provide the following information about a program applicant or participant wanting to lease a specific dwelling unit to the owner of the unit for the purpose of tenant screening:

a. The applicant or participant's current address as shown in AHA records;

b. The applicant or participant's prior address as shown in AHA records; and

c. The name and address, if known, of the landlord at the applicant's or participant's current and prior address.

**AHA will identify alternative means of allowing the new prospective landlord to obtain appropriate landlord references without adversely impacting the safety of its clients who are victims of domestic violence.*

1-O.11. Cooperation with Law Enforcement

AHA will maintain any police or criminal records in a separate filing system. AHA will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive-felons and/or parole violators as required by Section 28 of the U.S. Housing Act of 1937.

Upon receipt of a legitimate request (see below), AHA will share the current address, name, date of birth, and social security number for all household members, and photograph (if any) for any current or prior program applicant or participant provided that:

a. A Federal, State or local enforcement officer must submit a written request on law enforcement agency letterhead (or verifiable email), signed by the requesting officer and his or her immediate supervisor, and

b. Providing the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification.

c. Notifying AHA that the fugitive, felon and/or parole or probation violator is fleeing to avoid prosecution, custody or confinement after conviction under the laws of the place from which the individual flees for a crime; or attempts to commit a crime which is a felony under the laws of the place from which the individual flees; or is violating a condition of probation or parole imposed under Federal or State law; or has information that is necessary for the officer to conduct his/her official duties; location or apprehension of the recipient is within such officer's official duties; and request is made in the proper exercises of the officer's official duties.

1-O.12. Cooperation with Mental Health Mental Retardation

The AHA serves a number of families that include members who have severe disabilities. To enhance the AHA's ability to assist these families to meet their family obligations under the HCV Program, the AHA will, to the extent allowed under the law, collaborate with the Mental Health Mental Retardation agency (MHMR-Tarrant County) to refer clients for case management services and to accept referrals for housing assistance to enable them to complete mandatory special program requirements (for current and former participants in the Tenant Based Rental Assistance, CoC, Shelter Plus Care and Supportive Housing Programs).

1-O.13. U.S. Postal Service

The AHA will seek to maintain a relationship with the U.S. Postal Service, Inspector's Office, for the purpose of verifying all the individuals receiving mail at an assisted property. Said information will be a consideration in determining the legitimacy of a claim of unauthorized household members.

1-O.14. Public Documents

If an applicant, participant or an authorized representative of an applicant or participant family requests copies of any public document held by AHA, charges will be incurred. Common items that incur charge:

a. Copied documents at $.10 per page

b. Labor at $15 per hour (only if releasing 50 or more pages)

c. Overhead at 20% of Labor

d. CDs at $1 per CD

If charges are estimated to be over $50, a letter providing cost estimate will be sent to requestor before work begins on the request. If charges are estimated to be over $100, a letter providing a cost estimate will be sent requesting a deposit. Deposits must be collected before work begins on the request.

The AHA reserves the right to waive the fee for any low-income client (and his/her representative), provided the request for documents is reasonably related to a specific issue or cause. Persons requesting complete copies of policy documents will be referred to the AHA website to view and print the documents themselves. Persons that require the AHA to provide copies of policy documents will be charged according to the reproduction rates identified above in section 1.O.14. Public Documents.

1-P. FAMILY OUTREACH

The AHA will publicize and disseminate information to make known the availability of housing assistance and related services for eligible families on a regular basis. The AHA will publicize the availability of housing assistance for qualified families in accordance with HUD regulations in the CFR 982.207 in advance of open enrollment.

To reach persons who cannot read the newspaper, the AHA will distribute a press release (fact sheet) to the broadcasting media.

1-Q. OWNER OUTREACH

[24 CFR 982.54(d) (5)]

The AHA makes a concerted effort to keep property owners informed of legislative changes and program requirements in the HCV Program which are designed to make the program more attractive to owners.

The AHA periodically evaluates the demographic distribution of assisted families to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide more choices and better housing opportunities to families.

The AHA conducts periodic meetings with participating owners to improve owner relations and to recruit new owners. The AHA its Landlord Advisory Committee to discuss the Housing Choice Voucher program, including equal opportunity requirements and nondiscrimination requirements, HQS requirements, and the lease process.

In order to promote broad geographical choice in the selection of units by certified participants, staff solicits property owners and agents to list their vacancies for use by eligible families. AHA makes personal contact with private property owners and property managers and real estate agencies in individual or small groups to encourage participation in the rental assistance program in areas that are outside low-income and minority areas. The AHA has developed working relationships with owners, the Arlington Board of Realtors, and the Tarrant County Apartment Association.

The AHA conducts outreach campaigns to property owners in areas of the city with low incidences of poverty as necessary. Printed materials and informational brochures are offered to acquaint owners and managers with the opportunities available under the HCV program. The AHA Management and Inspection staff delivers informational brochures to property owners in areas of the city with low concentrations of poverty in order to encourage their participation in the HCV Program.

The AHA also encourages participation by property owners of units located outside areas of poverty or minority concentration through the Housing Authority's newsletter and informs property owners about the required property conditions and HQS inspections. News articles which paint a positive image of assisted housing accomplishments and activities will be published as they occur.

The AHA has developed working relationships with owners and real estate broker associations. The AHA has also partnered with the Arlington Police Department Community Outreach Unit and the Arlington Nuisance Abatement Task Force to encourage property owners to participate in programming to reduce the incidences of drug and criminal activity and will include information about which complexes have been certified as "crime free" to prospective clients. Staff will continue to cooperate with community officials and make presentations to concerned citizens, neighborhood groups, and property owners who are interested in providing quality housing for very low-income persons in Arlington. The AHA will continue to encourage participation by owners of units located outside areas of poverty or minority concentration.

AHA subscribes to publications and other printed materials and holds membership in several state and national housing associations. These sources are utilized in the daily operation of promoting greater housing opportunities. Property owners are advised that families will be briefed about Fair Housing and will be assisted as needed in completing the Department of Housing and Urban Development (HUD) forms for filing housing discrimination complaints. As new federal regulations are received and implemented, participating property owners and participants will be apprised at participant briefings, and special mailings.

The AHA maintains a list of interested landlords/list of units available for the HCV Program and updates this list frequently. The lists of owners/units identifying areas of low poverty concentration are provided at the front desk/mailed on request and provided to program participants at briefings to program participants or available on-line to program participants through the Participant Portal. Voucher holders are informed about a broad range of areas where they may lease units inside the AHA's jurisdiction and given a list of landlords or other parties who are willing to lease units or help families who desire to live outside areas of poverty or minority concentration.

The AHA also provides maps which clearly indicate which areas of the city of Arlington have low concentrations of poverty based on the most recent Census in order to familiarize clients to these areas. These maps also include information on the major job centers in Arlington. In addition, clients receive information about school performance indicators, so they can find units near the best quality schools. Upon request, staff will assist in the search for housing in areas of the city with low incidences of poverty.

1-R. ACCESSIBILITY

Disabilities include physical disabilities; sensory disabilities such as hearing or visual problems; psychiatric/mental disabilities; and cognitive or developmental disabilities.

AHA will take appropriate measures to ensure that an individual with disabilities will have equal access to available services, programs, and activities offered by it. These appropriate measures include but are not limited to:

1. Utilizing barrier-free office facilities, including AHA's office at 501 W Sanford, Suite 20, Arlington, TX 76011;
2. Allowing applicants and participants to bring an aide to meetings with AHA;
3. Providing sign language interpreters, as requested;
4. Displaying posters and housing information in such a manner as to be easily read from a wheelchair;

5. Providing notice of the availability and nature of housing assistance for low income families under program requirements;
6. Assuring that the notice reaches eligible individuals with disabilities by marking the information available at appropriate City offices including the Libraries and Senior Centers and community based organizations serving persons with disabilities throughout the AHA's jurisdiction and by posting information on the City of Arlington/AHA Website and at the AHA office;
7. Providing information about the process of requesting a reasonable accommodation;
8. Encouraging participation by owners with accessible units;
9. Issuing a Housing Choice Voucher to a family which includes an individual with disabilities;
10. Including a current listing of available accessible units known to AHA; permitting use of any various special housing types if needed as a special accommodation, including single room occupancy housing, congregate housing, group homes, shared housing, cooperative housing, and manufactured homes when the family owns the home and leases the manufactured home space;
11. If requested by the family, assisting the family in locating an available accessible dwelling unit, and negotiating terms with the owner/landlord;
12. Except for shared housing occupied by a resident owner, allowing participant to receive assistance on a unit rented from a relative;
13. If necessary, approving an enhanced utility allowance and a larger unit;
14. When considering requests by eligible individuals with disabilities for extensions on Housing Choice Vouchers, taking into account any special problem in locating an accessible or otherwise suitable unit;
15. When considering whether to deny admission or terminate assistance, taking into account any disability that may have caused the act or failure to act;
16. Reminding participating owners of the need to comply with reasonable modification requirements, namely a tenant may make reasonable modifications to the unit at his or her expense provided that:
    - **a.** The modifications are made in a professional manner; and with the prior written approval from the landlord
    - **b.** The tenant restores the unit (not common areas) to its original condition upon vacating the dwelling unit; and
    - **c.** The owner may not charge additional fees or increase the security deposit.

1-S. LIMITED ENGLISH PROFICIENCY

The Arlington Housing Authority (AHA) will provide clients with translation and/or interpretation assistance to ensure equal access to rental housing assistance administered by the AHA to persons with limited English proficiency skills. The AHA will make these services known by posting digital signage in the lobby and on the AHA website. Services are available upon request.

The full text of the Limited English Proficiency Plan, incorporated by reference, is attached hereto, identified in Appendix 14.

1-T. EXPANDING HOUSING OPPORTUNITIES

In order to provide HCV families the widest selection of housing units as possible, AHA actively seeks to recruit owners of decent, safe and sanitary housing units to lease to HCV families.

The AHA will undertake a combination of the following steps to increase the supply of units available to its participants:

1. Publish and disseminate printed material designed to acquaint owners and managers with the benefits of the HCV Program;
2. Maintain a link to the City of Arlington's website;
3. Provide owner information – brochures – flyers in the AHA waiting room;
    a. Address members of local organizations representing the rental market including the Arlington Board of Realtors and the Tarrant County Apartment Association;
    b. Post information regarding tenant/landlord workshops and presentations from legitimate associations;
    c. Provide periodic written updates to owners to improve owner relations, enhance retention of owners in the program, and to provide ongoing program education.
    d. Provide a free rental listing report to aid Voucher program participants in their search.
        i. Copies of the listing will only be provided to AHA clients as a reasonable accommodation.
        ii. Copies of the listing will be included with the issuance of each new Voucher or to transfer vouchers.

CHAPTER 2 - ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

INTRODUCTION

This Chapter defines both HUD and the AHA's criteria for admission and denial of admission to the program. The policy of this PHA is to strive for objectivity and consistency in applying these criteria to evaluate the eligibility of families who apply. The AHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by the AHA pertaining to their eligibility.

2-A. ELIGIBILITY FACTORS

[982.201(b)]

The AHA accepts applications only from families whose head or spouse is at least 18 years of age [or emancipated minors under State law]. To be eligible for participation, an applicant must meet HUD's criteria, as well as any permissible additional criteria established by the AHA. The HUD eligibility criteria are:

1. An applicant must be a "family" which is defined as:

Two or more persons who intend to share a residence, and whose income and resources are available to meet the family's needs. This can include both married and unmarried partners, related and unrelated individuals, single persons, disabled persons, and the elderly.

2. An applicant must be within the appropriate HUD Income Limits
3. An applicant must furnish Social Security Numbers for all family members age six and older (See Section 2-D Mandatory Social Security Numbers for additional guidance)
4. At least one member of the applicant family must be either a U.S. citizen or have eligible immigration status before the AHA may provide any financial assistance. An applicant must furnish declaration of Citizenship or Eligible Immigrant Status and verification where required

Note:

The Family's initial eligibility for placement on the waiting list will initially be through self-declaration. Eligibility factors will be verified before admission.

2-B. FAMILY COMPOSITION

[24 CFR 982.201(c)]

Families

1. The applicant must qualify as a Family. A Family may be a single person or a group of persons. Two or more elderly or disabled persons living together, or one or more elderly, near elderly or disabled persons living with one or more live-in aides is a family.
2. A single person family may be an elderly person, a displaced person, a person with a disability, or any other single person

3. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other family members.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law. Emancipated minors who qualify under State law will be recognized as head of household.

Spouse of Head

1. Spouse means the husband or wife of the head.
2. For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-Head

An individual in the household who is equally responsible for the lease with the Head of Household. A family may have a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-in Aide

A live-in aide is a person who resides with an elderly, near-elderly (ages 50-61) or disabled person for the purpose of providing care for the participant or a member of the participant's family. The live-in aide must be determined to be:

1. essential to the care and wellbeing of the person;
2. not obligated for the support of the person with disabilities; and
3. would not be living in the unit except to provide the necessary supportive services.

A live-in aide may only reside in the unit with the approval of the AHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

The live-in aide is not subject to the Non-Citizen Rule. The live-in aide must be at least 18 years of age or older.

A live-in aide is treated differently than family members. Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits. Live-in aides may not be considered as a remaining member of the tenant family.

The AHA will approve a live-in aide, if needed, as a reasonable accommodation to make the program accessible to and usable by the family member with a disability. Verification must include the hours the care will be provided. At any time, the AHA may refuse to approve a particular person as a live-in aide or may withdraw such approval if:

1. The person commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

2. The person commits drug-related criminal activity or violent criminal activity; or
3. The person currently owes rent or other amounts to the AHA or to another PHA in connection with HCV or public housing assistance under the 1937 Act.

Split Households Prior to Voucher Issuance

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the AHA will make the decision taking into consideration which family member applied as head of household.

Multiple Families in the Same Household

When families apply which consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 calendar days of the year, which do not have to run consecutively. There will be a self-certification required of families who claim joint custody or temporary guardianship**.**

When both parents are on the Waiting List and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

2-C. INCOME LIMITATIONS

[24 CFR 982.201(b), 982.353]

To participate in the Housing Choice Voucher (HCV) program, an applicant's gross annual household income at the time of admission must not exceed the HUD published income limits. At least 75% of new admissions within the public housing agencies fiscal year must have income at or below 30% of the Area Median Income (AMI) published by HUD. To ensure that this HUD requirement is met the AHA will admit applicants to its HCV program with gross annual household income at or below 30% of AMI. The AHA will consider applicants whose household income is greater than 30% of the AMI but less than 50% of the AMI on a case by case basis. Exceptions may be granted to applicants under the following circumstances:

a) The applicant head of household, spouse or co-head is elderly (age 62 or older) and / or is a person with a disability
b) The applicant is a Special Needs household transitioning to the HCV program from the AHA's Tenant Based Rental Assistance (TBRA) program or the Supportive Housing Program (SHP) or the Shelter Plus Care (SPC) program or the HUD Continuum of Care (CoC) program

To determine if the family is income-eligible, the AHA compares the gross annual household income of the applicant family to the applicable HUD published income limits for the family's size (i.e., the number of persons in the household). A family whose Annual Income exceeds the applicable HUD income limit will be denied admission and offered an informal review. This procedure is applicable to the processing of eligibility for new admissions only. This procedure is not applicable to program participants. For determination of eligibility for continued participation in the HCV program see the section of the Administrative Plan titled Annual Re-certification.

Applicants or program participants interested in transferring their Housing Choice Voucher to Arlington by exercising their right to portability must have gross annual household income within the applicable income limit for Arlington, Texas. If the incoming portability family will be absorbed into the AHA's HCV program the above referenced policy and procedures will apply.

AHA will employ the strategy (*identified above*) effective December 1, 2015, in lieu of past practices described below. The AHA would monitor the income level of new admissions in any fiscal year. When the AHA determines that the number of new admissions falls below the HUD income targeting threshold (75% of new admissions must have incomes at or below 30% of Area Median Income [AMI]), the AHA will temporarily suspend the work preference and select an appropriate number of persons from the waiting list to admit enough extremely low-income persons to the Housing Choice Voucher Program to meet applicable statutory income targeting requirement.

2-D. MANDATORY SOCIAL SECURITY NUMBERS

[24 CFR 5.216, 5.218]

All applicants and participants including children under the age of six and older are required to disclose a Social Security Number. This applies to persons joining the family after admission to the program. Failure to furnish verification of Social Security numbers is grounds for denial or termination of assistance.

Persons exempt from disclosure:

1. Individuals who do not contend to have eligible immigration status
2. Participants age 62+ as of 1/31/10
3. Participants who have previously disclosed a valid Social Security number

Persons who do not have a Social Security number or cannot provide verification must sign a certification and provide their Social Security number or verification within ninety (90) calendar days.

Effective April 17, 2016, persons under the age of 6 years added to an initial applicant's household within a 6-month period prior to the household's date of admission may become a participant as long as the documentation required to verify their SSN is provided to the AHA within 90 calendar days from the date of admission to the program i.e.; the date of lease up or more accurately the effective date of the initial Housing Assistance Payments contract.

This provision modifies the regulation as it applies to program *applicants* (as differentiated from program *participants*). The change creates a 90-day period during which an applicant family may become a program participant, even if the family lacks the documentation necessary to verify the Social Security Number (SSN) of a family member under the age of 6 years. An extension of one additional 90-day period must be granted if the PHA determines that, in its discretion, the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were outside of the control of the applicant. For example, an applicant may be able to demonstrate timely submission of a request for an SSN, in which case processing time would be the cause of the delay. If the applicant family does not produce the required documentation within the authorized time period, the PHA must impose appropriate penalties, in accordance with 24 CFR 5.218.

In terms of offering a grace period and an extension, if merited, a PHA will implement this provision just as it currently implements the provision for program participants. Specifically, an applicant family with a child under the age of 6 years may become a participant family, even if the SSN for the child has not been verified at the time of admission. If the SSN has still not been verified at the end of the initial 90-day period, then the PHA must determine whether a 90-day extension is merited. If it is not merited, then the

PHA must follow the provisions of 24 CFR 5.218. If a 90-day extension is merited, then the PHA must either verify the SSN for the child by the end of the 90-day extension period or follow the provisions of 24 CFR 5.218.

Background: This change brings the guidance for applicants more closely in line with longstanding guidance for program participants (at 24 CFR 5.216(e)(2)(ii)). For applicants, the change is slightly more flexible, requiring at least one 90-day grace period if the SSN has not been *verified* (for program participants, the standard is that the SSN has not been *assigned*). Program staff, in considering the change, determined that greater flexibility could make a difference for applicant families who adopt a child or add a foster child within the 6-month period preceding their admission to the program; such a child may already have been assigned a SSN, but there may be circumstances that make it difficult for the adoptive or foster family to obtain the documentation in a timely fashion.

Required documentation of Social Security Numbers:

1. SSN Card issued by SSA; or
2. An original document issued by:
    - Federal government agency (e.g. Social Security Administration, IRS, Unemployment office, Department of Social Services, Child Support Office, etc.); or
    - State government agency

Document must contain the SSN of the individual, along with other identifying information (e.g. name, address, DOB, etc.

2-E. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS

24 CFR Part 5, Subpart E]

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals, who are neither, may elect not to contend their status. Eligible immigrants are persons who are in one of the immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, a family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed." Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

Applicant families that include no eligible members are ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Appeals: For this eligibility requirement only, the applicant is entitled to a hearing exactly like those provided for participants.

2-F. OTHER CRITERIA FOR ADMISSIONS

[24 CFR 982.552(b)]

A family will not be admitted to the program if any member of the family has been evicted from federally assisted housing for serious violation of the lease.

A family will be denied admission to the program if any member of the family fails to sign and submit consent forms for obtaining information required by the AHA, including Form HUD-9886.

The AHA will apply the following criteria, in addition to the HUD eligibility criteria, as grounds for denial of admission to the program:

1. The family must not have violated any family obligation during a previous participation in the HCV program for prior to final eligibility determination. The AHA will make an exception, if the family member who violated the family obligation is not a current member of the household on the application.
2. The family must pay any outstanding debt owed the AHA or another PHA as a result of prior participation in any federal housing program The family must be in good standing regarding any current payment agreement made with another PHA for a previous debt incurred, before the AHA will allow participation in its HCV program.
3. The AHA will check criminal history for all adults in the household to determine whether any member of the family has violated any of the prohibited behaviors as referenced in the section on screening and terminations policy.
4. If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the AHA may deny assistance and may refer the family file/record to the proper authorities for appropriate disposition.

2-G. TENANT SCREENING

[24 CFR 982.307)]

The AHA conducts criminal background checks under the authority of part 5.903 of the CFR. The AHA uses the criminal conviction records obtained from the Texas Department of Public Safety to screen applicants for admission and for new family members at interim and annual recertification. The AHA also conducts criminal background checks on all incoming portability clients through the Texas Department of Public Safety. In order to obtain access to these records, the AHA obtains a consent signed by each adult family member (SEE: APPENDIX X-CRIMMINAL BACKGROUND CHECK POLICY).

Refusal of the tenant/applicant to sign the release is grounds for termination of assistance or denial of admission.

A written release (which is signed by the applicant) will be given at the time of the Preliminary Briefing that a Criminal Background Check will be made on the applicant and any adult family members. If the applicant is denied due to criminal drug related activity, violent criminal activity, crime threatening the peace of the community a denial letter will be sent by the AHA stating the reason for denial and will offer ten (10) calendar days for the applicant to request an informal review.

. If the Criminal Background check reveals that any family member has been involved in violent criminal behavior, drug-related crime, crime threatening the peace of the community, the head of household will be sent the intent to terminate letter that will offer the client ten (10) calendar days in which they may request an informal hearing

Participants shall be given the opportunity to examine before the AHA hearing any documents that are directly relevant to the hearing. Per its agreement with the Texas Department of Public Safety, the AHA will not provide a photocopy of the criminal background screening to the participant, but will provide the contact information for the client to access this information.

Criminal detailed records shall be maintained confidentially. The AHA will maintain criminal background screening separate from the case files in a secure location, and destroyed once the purpose for which the record was requested has been accomplished.

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before AHA approval of the tenancy, the AHA will inform the owner that screening and selection for tenancy is the responsibility of the owner. The owner is responsible for tenant screening utilizing such factors as: [24 CFR 982.307(a)(3)].

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

As required by the Conforming Rule CFR 982.307 (b) (2), the AHA may provide property owners with the information specifically required by the rule. This includes:

1. the family's current address as shown in the AHA records;
2. the name and address, if known, of the property owner at the family's current unit; and
3. the prior address of the family.

The same types of information will be supplied to all owners.

The owner may not make inquiries about the sexual orientation or gender identity of an applicant for assisted housing, for the purpose of determining eligibility for the housing or otherwise making such housing available.

The AHA will advise families how to file a complaint if they have been discriminated against by an owner. The AHA will advise the family to make a Fair Housing complaint. The AHA may also report the owner to HUD (Fair Housing/Equal Opportunity) or the local Fair Housing Organization**.**

2-H. 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.

2-I. INELIGIBLE FAMILIES

Applicant families who are determined to be ineligible will be notified 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.

CHAPTER 3 - APPLYING FOR ADMISSION

[24 CFR 982.204]

INTRODUCTION

The policy of the AHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair, courteous, and consistent manner. The primary purpose of the intake function is to gather information about the family so that applicants will be placed on the waiting list in accordance with this Plan.

3-A. OVERVIEW OF THE APPLICATION TAKING PROCESS

The purpose of submitting an application is to permit the AHA to gather information and determine placement on the waiting list. The application will contain questions designed to obtain pertinent program information.

Families who wish to apply for housing assistance must complete a preliminary application when open enrollment is offered. When the waiting list is open, any family asking to be placed on the waiting list for HCV rental assistance will be given the opportunity to complete an application on-line via the Internet. Reasonable accommodation will be made for persons with disabilities.

The application process will involve three phases. The first phase is the preliminary application and results in the family's placement on the waiting list. The electronic applications produce a confirmation email providing time and date when received by the AHA. Paper copy preliminary applications, if used, will be dated time-stamped as they are received from the applicant.

Any changes to the pre-application must be made electronically through the Housing Authority's designated website, in person, or by letter informing AHA staff of the necessary changes (such as address or change in family composition). If received via paper, AHA staff will complete a Status Change Form noting the changes received, which would be date stamped and placed in the client's file. A copy is given to clients who come to the administrative office to make changes. Copies will not be mailed to those clients who mail their changes. .

The second phase is the full application. At the full application, the applicant is issued written notice to attend a meeting/interview. At this meeting, the AHA ensures that verification of income and other eligibility factors are received to determine the family's eligibility for the issuance of a voucher.

Prior to issuance of the Housing Choice Voucher, if AHA determines that the applicant was selected from the waiting list as a result of false information presented on the application form, or if the applicant fails to meet the criteria in which he was selected from the waiting list, the application will not receive a voucher at this time and will be returned to the waiting list.

In order to be eligible for assistance under the HCV Program, an applicant must qualify as a family and must fall within applicable family income limits for the Arlington area as published by HUD. Applicant families must supply complete information and sign the application attesting to its accuracy. The pre-application, together with all other materials relating to eligibility, will be placed in the applicant's file and stored electronically in the AHA's computer database. The full application packet includes:

1. Pre-application
2. Applicant Checklist of required information
3. Eligibility Form
4. Notice of Criminal Background Check

5. Information/Responsibilities of an Applicant (Form)

6. Notification of Residency Preference

7. HUD's Authorization for Release of Information Form- Privacy Act Notice

Phase three of the application process is when, after all verifications have been received and approved, the family is required to attend a briefing that explains the voucher program and process, provides the next steps for the participant, and is issued a voucher.

3-B. OPENING/CLOSING OF APPLICATION TAKING

[24 CFR 982.206, 982.54(d)(1)]

The AHA may stop accepting applications if there are enough applications already received to fill anticipated openings for the next 24 months. The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws. Should the waiting list be closed, the AHA will announce the closing of the waiting list by public notice through posting of information on the AHA website.

When the waiting list is closed, applicants will not be added to the Housing Choice Voucher Waiting List although the AHA reserves the right to add Special Needs Program Participants that have satisfied the requirements of the AHA's homeless assistance program in which they are participating, i.e., the Shelter Plus Care Program, Supportive Housing Program, Tenant-Based Rental Assistance, Homeless Housing and Services Program and Temporary Housing Programs. When the Special Needs program participants have completed their program goals, exhausted their program's funding availability, or completed the term of assistance tied to their program, the AHA may add the client to the waiting list (weather the waiting list is open or closed) and the client may be selected and admitted to the Housing Choice Voucher program, pending funding availability. Selection of Special Needs clients from the waiting list is based on local preferences described in Chapter 4. Special Needs clients are selected before other applicants on the waiting list, contingent on funding availability.

The AHA will utilize the following procedures for opening the waiting list:

1. The Executive Director or his/her designee, after reviewing pertinent data, shall make a determination regarding the reopening of the waiting list. Such determination shall be made to ensure that AHA has sufficient number of applicants on its waiting list to effectively and efficiently manage the Housing Choice Voucher Program.

2. AHA will advertise in advance the re-opening of the waiting list to ensure that the general public has an equal opportunity to apply for housing assistance. The AHA will follow HUD's guidelines on re-opening the list in CFR 982.206. The general public will receive public notice of the reopening of the waiting list by publication of information in the local and minority news media and a notice posted on the AHA website, and will comply with HUD Fair Housing requirements.

3. The AHA will afford applicants the opportunity to file an application electronically.

4. The AHA will also provide a reasonable accommodation for persons with disabilities.

5. In its public announcement, the AHA will explain that:

    a. Applications will be received electronically through the AHA designated web site.

    b. Reasonable accommodations will be made for persons with disabilities and for persons with limited English proficiencies.

Closing/Reopening the Waiting List

On December 3, 2003, the AHA Board of Commissioners closed the AHA's Waiting List having determined that it had a sufficient number of applicants on its waiting list (Resolution 03-18).

On April 6, 2005, the AHA Board of Commissioners authorized the Executive Director to reopen the waiting list as needed (Resolution 05-04).

On September 1, 2005, in response to the emergency created by Hurricane Katrina, and at the encouragement of the U. S. Department of Housing and Urban Development, the Housing Authority of the City of Arlington reopened its waiting list and established a preference in admission for persons displaced by Hurricane Katrina. This action was approved by the Board of Commissioners. Since this was not a significant amendment to the Agency Plan, no public hearing was required.

On September 2, 2005, the waiting list was closed. Approximately 200 evacuees were added to the AHA Waiting List from the hurricane impacted area. This action, previously approved by voice vote, was ratified by the AHA Board of Commissioners at the October 5, 2005 meeting; Resolution 05-15, A Resolution Authorizing and Ratifying a Local Preference to Assist Hurricane Katrina Evacuees.

On March 20, 2006, the AHA reopened its waiting list and began taking applications electronically for the Housing Choice Voucher Program. This was initiated after public notice of the reopening of the waiting list in the Star Telegram and on the City of Arlington website. Community partners were also informed about the reopening of the waiting list.

On November 30, 2007 at 2:00 p.m., the Arlington Housing Authority closed the waiting list after issuing a public notice posted on the AHA website and published in the Star Telegram (a newspaper of general circulation in Arlington TX).

On November 2, 2009, the AHA re-opened its HCV waiting list to persons affected by Hurricanes Katrina and Rita following notice from HUD that the AHA is awarded 256 THU Housing Vouchers targeting persons displaced by Hurricanes Katrina and Rita.

On April 16, 2010, the AHA determined it necessary and appropriate to re-open its HCV waiting list to all eligible citizens.

On June 16, 2010, the AHA closed its HCV waiting list to the general public; however, the AHA continued to accept applications from persons affected by Hurricanes Katrina and Rita.

On November 2, 2010, the AHA closed its HCV waiting list to all persons affected by Hurricanes Katrina and Rita.

On November 1, 2011, the AHA opened its waiting list and concluded accepting new applications on November 10, 2011.

On May 5, 2014, the AHA opened its waiting list and concluded accepting new applications on May 16, 2014.

On June 18, 2015, the AHA opened its waiting list and concluded accepting new applications on June 24, 2015.

Limits on Who May Apply

1. When the waiting list is open any family asking to be placed on the waiting list for HCV rental assistance will be given the opportunity to complete an application.

2. When the application is submitted, the AHA records the date and time of receipt of the application for placement on the waiting list.

3-C. "INITIAL" APPLICATION PROCEDURES

24 CFR 982.204(b)]

The AHA will utilize a preliminary application form completed by the applicant whenever possible. The AHA will provide reasonable accommodation for persons with disabilities or limited English proficiency. This information on the preliminary application form will enable the AHA to gather data about the family:

1. Applicant name
2. Name of Family Members (persons who will be living in the assisted households)
3. Family Unit Size (number of bedrooms the family qualifies for under AHA subsidy standards)
4. Date and time of application
5. Qualification for any local preference
6. Racial or ethnic designation of the head of household

Duplicate applications, including applications from a segment of an existing applicant household, will not be accepted. Preliminary applications will not require an interview. The information on the preliminary application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

3-D. APPLICANT STATUS WHILE ON WAITING LIST

[CFR 982.204]

Applicants are required to submit any changes to their preliminary application through the applicant portal. Applicants are also required to respond to requests from the AHA to update information on their application.

If after a review of the pre-application the family is determined to be preliminarily eligible, they will be notified in writing. The notice will further explain that the estimated date of assistance is subject to factors such as turnover and available funding.

If the family is determined to be ineligible based on the information provided in the pre-application, the AHA will notify the family, in writing, state the reason(s), and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

Applicants who are notified to attend a preliminary meeting who no longer meet the local preference(s) for which they were selected must submit a “Status Change Form” within ten (10) calendar days of their preliminary meeting in order to remain on the Waiting List. Failure to submit the Status Change form within ten (10) calendar days will result in the cancellation of their application from the Waiting List.

3-E. TIME OF SELECTION

[24 CFR 982.204]

When funding is available, families will be selected from the waiting list in their determined sequence, regardless of family size, subject to the AHA's Board approved local preferences and HUD income targeting requirements.

Requirement to Attend Preliminary Meeting

The AHA utilizes the full application to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other AHA services or programs which may be available.

1. Waiting List applicants will be notified in writing at least fourteen (14) calendar days before they are scheduled to attend a preliminary/briefing meeting. Applicants notified to attend a preliminary/briefing meeting that do not attend will be cancelled from the Waiting list, unless they submit a written request to reschedule the meeting/interview within ten (10) business days of the scheduled meeting date.

2. It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant misses a scheduled meeting or does not reschedule, the AHA will withdraw the applicant from the waiting list. The Executive Director, or his designee, reserves the right to reinstate an applicant to the waiting list due to extenuating circumstances.

3. An applicant may not re-schedule their preliminary briefing more than two consecutive times unless approved by Executive Director or his designees. If an applicant is denied admission to the program due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. Applicants who are notified to attend a Preliminary meeting who no longer meet the local preference(s) must submit a Status Change Form within ten (10) calendar days of their Preliminary meeting in order to remain on the Waiting List. Failure to submit the Status Change Form within ten (10) calendar days will result in cancellation from the Waiting List.

4. All adult family members are required to attend the interview and sign the housing application. Exceptions may be made for students and for members for whom attendance would be a hardship. If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family.

5. Reasonable accommodation will be made for persons with a disability, upon request. A designee will be allowed to participate in the interview process, but only with permission of the person with a disability.

All adult members must sign the HUD Form 9886, Release of Information, and the declarations and consents related to citizenship/immigration status. The Head of Household signs a consent to release criminal backgrounds records, Applicants may be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to authorize the release of background records is grounds for denial of admission.

Every adult household member must sign a consent form to release criminal conviction records and to allow the AHA to obtain records.

If the AHA determines on or after the interview that additional information or document(s) are needed, the AHA will request the document(s) or information in writing. The family will be given ten (10) calendar days to supply the information. If the information is not supplied in this time period, the AHA

will provide the family a notification of denial for assistance. The notice will state the reason for the denial of assistance and notify the family of their right to an informal review.

3-F. VERIFICATION

[24 CFR 982.201(e)]

Family composition, income, allowances and deductions, assets, income from assets, full-time student status, eligibility and rent calculation factors, and other pertinent information will be verified. Verifications may not be more than sixty (60) calendar days old at the time of issuance of the Voucher.

3-G. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY

[24 CFR 982.201]

After the verification process is completed, the AHA will make a final determination of eligibility. This decision is based upon information provided by the family and the current eligibility criteria in effect. If the family is determined to be eligible, a certification will be scheduled for the issuance of a Housing Choice Voucher and the family will receive an orientation briefing to the housing program.

CHAPTER 4 - ESTABLISHING PREFERENCES AND MAINTAINING THE WAITING LIST

[24 CFR Part 5, Subpart D; 982.54(d)(1); 982.204, 982.205, 982.206]

INTRODUCTION

It is the AHA's objective to ensure that applicants are placed in the proper order on the waiting list and selected from the waiting list for admissions in accordance with the policies in this Administrative Plan. By maintaining an accurate waiting list, the AHA will be able to perform the activities which ensure that an adequate pool of qualified applicants will be available so that program funds are used in a timely manner.

4-A. WAITING LIST

[24 CFR 982.204]

The AHA uses a single waiting list for admission to its Housing Choice Voucher (tenant-based) rental housing assistance program. Except for Special Admissions from the HUD Preservation Program (or other HUD directed "Special Admissions"), applicants will be selected from the AHA waiting list in accordance with policies, preferences and income targeting requirements defined in this Administrative Plan. The AHA will maintain information that permits proper selection from the waiting list. The waiting list contains the following information for each applicant listed:

1. Applicant name
2. Family unit size (number of bedrooms family qualifies for under AHA subsidy standards)
3. Date and time of application (or random assignment at short termed open enrollment)
4. Qualification for any local preference
5. Racial or ethnic designation of the head of household
6. Annual (gross) family income
7. Number of persons in family

4-B. PREFERENCES

Preferences

1. Residency Preference

The AHA Board of Commissioners on September 6, 2000, established a residency preference for persons who live or work in Arlington since there was a sufficient pool of persons meeting these criteria to utilize all vouchers administered by the AHA. Resolution 04-05 maintained the residency preference as first preference.

2. Working Preference

On April 7, 2004, the Arlington Housing Authority Board of Commissioners approved a preference for working families which became effective April 8, 2004 (per Resolution 04-05). Elderly or disabled heads of household (or their spouses) who are elderly or disabled were automatically included in the working preference.

When an application is selected from the AHA Waiting List, their eligibility for participation in the HCV program will be verified by the Housing Specialists, according to HUD guidelines prior to issuance of a Housing Choice Voucher.

Applicants must meet <u>both</u> the residency preference and the working preference at the time of certification in order to receive a voucher, if there are a sufficient number of applicants meeting both preferences to utilize all available vouchers.

To ensure that AHA is in full compliance with HUD regulatory requirements and the statutory requirement regarding new admissions ("not less than 75% of the families admitted to the PHA's tenant-based voucher program during the PHA's fiscal year from the waiting list shall be extremely low-income families") the **AHA Board of Commissioners on April 6, 2005 (Resolution 05-04) approved a revision to the Administrative Plan that allows the Executive Director to temporarily suspend the working preference if the AHA falls 5% below HUD's statutory requirement that 75% of new admissions in each fiscal year be at or below 30% of the Area Median Income (AMI).** The AHA will monitor the income level of new admissions in any fiscal year. When the AHA determines that the number of new admissions falls below the HUD income targeting threshold (75% of new admissions must have incomes at or below 30% of AMI), the AHA will temporarily suspend the work preference and select an appropriate number of persons from the waiting list to admit enough extremely low-income persons to the Housing Choice Voucher Program to meet applicable statutory income targeting requirement. Although the working preference may be suspended, the AHA will continue to apply the residency preference selecting applicants from the waiting list that live or work in Arlington, Texas, according to date and time of application (or randomly assigned position on the waiting list). On February 1, 2007, the Working Preference was temporarily suspended to achieve the income targeting criteria. **The Working Preference was reinstated on October 16, 2007, when the income targeting criteria was met.**

3. **Targeted Special Needs Program Participants**

   The AHA also established a local preference for participants in the targeted Special Needs programs, i.e., the Tenant-Based Rental Assistance, Shelter Plus Care, Supportive Housing Program, the Homeless Housing and Services Program, and the Temporary Housing Program. Participants of these programs may be enrolled on the AHA Waiting List (whether the list is closed or open) when the special needs client has completed their program goals or if their program funding has ended. Pending funding availability, these clients may be added to the HCV waiting list, and selected from the waiting list in accordance with waiting list procedures and local preferences. Special Needs applicants are afforded the top preference and are selected before any other local preferences (see section 4-D Order of Selection).

4. **Hurricane Katrina Impacted Families** ***(This Local Preference Discontinued March 2015)***

   On September 1, 2005, the AHA established a local preference for persons displaced by Hurricane Katrina. Since this was not considered to be a significant change to the Agency Plan, no public hearing was required. The waiting list was temporarily opened and approximately 200 families were issued Housing Choice Vouchers. On September 2, 2005, the Waiting List was closed. The Executive Director polled the AHA Board of Commissioners for approval of this local preference prior to the institution of this policy. The AHA Board of Commissioners unanimously approved the local preference via notification by E-mail, with formal ratification at the October 5, 2005, Board of Commissioners meeting (SEE: APPENDIX 3 - KATRINA DISASTER HOUSING ASSISTANCE PROGRAM). The evacuees were selected from the waiting list before all other local preferences and were issued Housing vouchers to aid them during this unprecedented emergency crisis.

On August 27, 2009, the AHA established a local preference for persons displaced by Hurricane Katrina and Rita. Since this was not considered a significant change to the Agency Plan, no public hearing was required. The waiting list opened November 1, 2009, and remained open until October 31, 2010. Eligible families who had recently left or would be leaving FEMA temporary housing units or Katrina cottages on or after June 24, 2009, were given preference over all displaced households. Families displaced by Katrina and Rita were selected from the waiting list before all other local preferences and were issued a Housing Choice Voucher.

5. **Special Vouchers**

On April 18, 2013, at the request of the U.S. Department of Housing and Urban Development (HUD), the Arlington Housing Authority Board of Commissioners adopted a policy that "set aside" 10 Housing Choice Vouchers as special purpose vouchers for participants in the HUD "Money Follows the Person" Demonstration. These 10 special vouchers are established as part of a demonstration with the U.S. Department of HUD and the U.S. Department of Health and Human Services (HHS) as a housing capacity building initiative for community living for Texas. Parties involved in this initiative include HUD, HHS, AHA and the Texas Department of Aging and Disability Services (DADS). Under the authorization of HUD and HHS, the DADS will refer eligible participants to the AHA for rental housing assistance. The AHA, after ensuring applicant eligibility, will provide rental housing assistance through the Housing Choice Voucher program for up to ten eligible persons (households) referred by DADS. The Money Follows the Person initiative allows Texans who are eligible for Medicaid and living in a nursing facility, to relocate back into the community to receive long term services and support upon meeting program criteria.

On 11/19/2014, at the request of the Mental Health Mental Retardation of Tarrant County (MHMT-TC), the Arlington Housing Authority Board of Commissioners adopted a policy that "set aside" ten (10) AHA Housing Choice Vouchers as special purpose vouchers for participants in the MHMR-TC Department of State Health Services "Healthy Homes" grant to provide housing vouchers for housing homeless veterans and their families.

4-C. INITIAL DETERMINATION OF LOCAL PREFERENCE QUALIFICATION

The AHA will not verify all preference claims upon receipt of the preliminary application. Instead, the AHA will verify a preference claim at time of selection from the waiting list. If the preference verification indicates that an applicant does not qualify for the preference claimed, the applicant will be returned to the waiting list without the local preference and given an opportunity for an informal review.

4-D. ORDER OF SELECTION

[24 CFR 982.207(e)]

Applicants will be selected from the waiting list based on the following criteria:

1. Applicants with "Special Needs" (defined herein as homeless persons participating in the AHA's SPC, AHP, TBRA or THP programs)
2. Applicants meeting both the residency preference and the working preference (in order of assigned number)

3. Applicants meeting the residency preference (in order of assigned number)
4. Applicants selected in order of assigned number

Targeted Special Needs clients who have completed their program goals and/or their funding availability has ended will be admitted before other applicants on the waiting list, pending HCV funding availability.

4-E. FINAL VERIFICATION OF PREFERENCES

[24 CFR 982.207]

Preference information on applications will be verified as applicants are selected from the waiting list. The AHA obtains necessary verifications of the claimed preferences at the interview by third party verification.

4-F. PREFERENCE DENIAL

[24 CFR 982.207]

If the AHA denies a preference, staff will promptly notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting/ review. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be returned to the waiting list without the preference. If the applicant falsifies documents or makes false statements in order to qualify for any preference, their application will be removed from the waiting list.

4-G. INCOME TARGETING

In accordance with the Quality Housing and Work Responsibility Act (QHWRA) of 1998, each fiscal year the AHA will reserve a minimum of 75% of its HCV new admissions for families whose income does not exceed 30% of the Area Median Income (AMI). HUD refers to these families as “extremely low-income” families.

The AHA Board of Commissioners on April 6, 2005 (Resolution 05-04) approved a revision to the Administrative Plan that allows the Executive Director to temporarily suspend the working preference if the AHA falls 5% below HUD’s statutory requirement that 75% of new admissions in each fiscal year be at or below 30% of the AMI.

Prior to June 24, 2015, the AHA monitored the income level of new admissions on an ongoing monthly basis. When the AHA determined that the number of new admissions was below the HUD income targeting threshold (75% of new admissions must have incomes at or below 30% of AMI), the AHA temporarily suspended the work preference and selected applicants from its waiting list absent the work preference. This action, while effective, has required considerable administrative monitoring and staff resources.

June 24, 2015, the AHA determined a more effective method of ensuring compliance with income targeting. The AHA established a procedure where it only admits applicants to the HCV program with household income at or below 30% of AMI. This measure ensures compliance with the HUD income targeting requirements.

March 1, 2016, exceptions to the policy were adopted as an accommodation for the elderly and persons with a disability (see section 2-C). Applicants that are elderly (age 62 or older) or persons with disability where the household income exceeds 30% of AMI but at or below 50% of AMI may be admitted to the HCV program provided the AHA has the capacity to do so and comply with the statutory Income Targeting requirement. The AHA may admit 25% of its new admissions at income over 30% AMI and at or below 50% of AMI. The AHA is unable to admit households to the HCV program with incomes exceeding 30% of AMI if doing so causes the AHA to become non-compliant with the HUD Income Targeting regulation. This policy amendment is designed to position the AHA to comply with HUD regulations including the Income Targeting requirements and accommodate vulnerable households who need housing assistance.

If a family's verified annual income, at final eligibility determination, for initial admission to the HCV program is greater than 30% AMI and does not qualify for any AHA approved exception, the AHA will issue notice that the applicant is over-income and ineligible to participate in the HCV program. The application will be terminated from the waiting list.

4-H. SPECIAL ADMISSIONS

[24 CFR 982.54(d)(e), 982.203]

The Arlington Housing Authority admits families who are part of the Preservation Program as special admissions (SEE: APPENDIX 4-ADMINISTRTION OF PRESERVATION VOUCHERS). Special admissions are families who are admitted to the program as a result of special allocation of funding specifications designated by HUD for the family. Special admissions do not have to qualify for any preferences, nor are they required to be on the program waiting list. The AHA maintains a separate record of these admissions.

The AHA uses PIH 2001-41 as its guide in administering rental assistance under the Enhanced/Preservation Program. In general, Housing Choice Voucher program rules, regulations, and requirements apply to special admission vouchers made available for families as the result of housing conversion actions. In administering the "Preservation units", the AHA is exempted from the QHWRA HCV requirement that 75% of new admissions each year be from families whose income does not exceed 30% of the AMI for its allocation of Preservation units.

4-I. TARGETED FUNDING

[24 CFR 982.203]

The AHA has the following "Targeted" programs, which are separate from the Housing Choice Voucher (HCV) Program (SEE APPENDIX 5- SPECIAL NEEDS PROGRAMS POLICIES AND PROCEDURES).

1. HOME Tenant-Based Rental Assistance (TBRA) Program

Funding for the TBRA Program is provided through the HOME Investment Partnerships Program (HOME) in conjunction with the U.S. Department of Housing and Urban Development (HUD). All HOME-TBRA participants must be at or below 60% of the median income, according to HOME Program income limits.

The TBRA Program is managed by the AHA's Special Needs Grants Coordinator.

TBRA participants are referred by partner agencies. TBRA applicants are informed that their housing assistance cannot exceed two years. TBRA participants are eligible for placement on the AHA's Waiting List upon completion of participation in the program.

In addition to the regular voucher program requirements, a TBRA participant's failure to actively participate in the required self-sufficiency programs is grounds for termination of assistance.

Eligible participants in the TBRA Program may be admitted to the HCV Program waiting list at the end of their participation in the TBRA program. HCV applicants who are TBRA Special Needs clients may be admitted to the HCV program with the top local preference, pending funding availability.

2. Supportive Housing Program and Shelter Plus Care Programs

Participants in the Supportive Housing Program (SHP) must be homeless prior to admission in the SHP. Participants in the Shelter Plus Care (SPC) must be homeless and have disabling conditions prior to admission in SPC.

Eligible participants in the SHP and SPC Programs may be admitted to the HCV Program waiting list at the end of their participation in SHP or SPC.

3. Temporary Housing Program

The AHA maintains a limited number of housing vouchers for participants in the Temporary Housing Program (THP). Applicants are referred by partner agencies for a two year period. During the two year period they receive case management from partner agencies towards increasing their self-sufficiency skills. If they successfully complete their two year program, they are transferred to the HCV Program, pending funding availability through a preference in admission for Special Needs clients.

4. Family Unification Program

Participants in the Family Unification Program (FUP) are referred to the AHA by Child Protective Services when the client has completed their service plan and has been reunited with their children. Pending funding availability, FUP clients are admitted to the HCV program as a Special Admission. Funding for the FUP program is not available at this time.

Transition to Housing Choice Voucher

Special Needs participants (of the TBRA, SHP, HHSP and SPC programs) who satisfactorily complete their program goals during their participation period in these programs will be admitted to the HCV waiting list and, pending funding availability, will be issued a Housing voucher at the completion of their program. Since the AHA has preference in admission for Special Needs families, they may be admitted ahead of other applicants on the AHA waiting list. The AHA reserves the right to deny admission to the HCV program to Special Needs participants that have not satisfactorily completed their program goals or who are unable to satisfy the AHA's HCV admission criteria.

If at admission to the HCV program the families assisted through TBRA, SHP or SPC are unable to comply with the AHA's subsidy standards because the standards present an undue hardship on the family (e.g. they have just begun or are in the middle of their lease agreement, etc.). In such instances, at the discretion of the Executive Director or his/her designee, the family may be admitted to the HCV program and permitted to receive housing assistance in their present dwelling unit. Such discretion shall be granted to avert an immediate burden / hardship for the family; however, the family will need to relocate to an appropriate sized unit in compliance with the AHA subsidy standards at or prior to their next annual re-certification.

4-J. WAITING LIST MANAGEMENT

Change in Circumstances

Applicants are responsible for notifying the AHA in writing when the information they provided has changed. The AHA will document all status changes received and reorder each applicant's position on the waiting list accordingly. Changes in an applicant's circumstances while on the waiting list may affect the family's local preference and their position on the waiting list.

If persons, who do not meet the residency preference at the time they apply, subsequently move to Arlington, they must notify the AHA as to their change in address and provide proof of residency through such documents as driver license, rental lease, mail, or utility bills. If an applicant becomes disabled after they apply, they must notify the AHA as to their change in status.

Cross-Listing of Different Housing Programs and Housing Choice Voucher

[24 CFR 982.205(a)]

Eligible families that are placed on the AHA's Waiting List may also apply for rental housing assistance for other AHA rental assistance programs or for rental assistance with other public housing agencies.

Other Housing Assistance

[24 CFR 982.205(b)]

Other housing assistance means a federal, State or local housing subsidy, as determined by HUD, including public housing. The AHA may not take any of the following actions because an applicant has applied for, received, or refused other housing [24 CFR 982.205(b)]:

1. Refuse to list the applicant on the AHA waiting list for tenant-based assistance;
2. Deny any admission preference for which the applicant is currently qualified;
3. Change the applicant's place on the waiting list based on preference, date and time of application, or other factors affecting selection under the AHA selection policy; or
4. Remove the applicant from the waiting list.

Removal from Waiting List

[24 CFR 982.204(c)]

Termed Waiting List

In June 2015, the Arlington Housing Authority (AHA) conducted an open enrollment inviting any and all interested persons to submit an application for participation in the AHA Housing Choice Voucher program. In its open enrollment announcements, the AHA advertised in advance that applications received during the 2015 Open Enrollment would remain valid for up to one year. Any unassisted applications would be terminated from the waiting list prior to the next open enrollment. Unassisted applicants would need to apply during the next open enrollment to participate in the AHA's Housing Choice Voucher program.

Application's Received During Open Enrollment

Applicants are responsible to provide complete and accurate information to the AHA and to maintain their application by promptly updating information on their application. The AHA will send notices to

the last known email address provided by the applicant. If an email address is not provided, the AHA will send a notice by regular mail. If any attempted communications to the applicant by the AHA are undeliverable or otherwise unsuccessful as a result of insufficient or inaccurate information provided by the applicant, the application will be terminated from the AHA's waiting list. Additionally, if the applicant fails to update the information on their waiting list notifying the AHA of any changes in the applicant's mailing address, employment address, and other contact information, and email or regular mail is returned to the AHA as undeliverable or not responded to within the prescribed timeframe, the application may be terminated from the AHA's waiting list.

The applicant's failure to provide and maintain complete and accurate information places the applicant at serious risk of missing critical AHA information which subjects the applicant to missing appointments and other important notices sent by the AHA. Additionally, the AHA relies on applicant provided information to rank applicants position on the waiting list according to local preferences. All applicant-provided information is verified by the AHA when the applicant is selected from the waiting list and evaluated to determine applicant eligibility. Applicants who provide false and or misleading information to the AHA on their application present grounds for termination of the application from the waiting list.

CHAPTER 5 - SUBSIDY STANDARDS

[24 CFR 982.54(d)(9)]

INTRODUCTION

HUD guidelines require that PHA's establish subsidy standards for the determination of family unit size, and that such standards provide for a minimum commitment of subsidy while avoiding overcrowding. The standards used for the unit size selected by the family must be within the minimum unit size requirements of HUD's Housing Quality Standards. This Chapter explains the subsidy standards which will be used to determine the voucher size (family unit size) for various sized families when they are selected from the waiting list, when a family's size changes, or a family selects a unit size that is different from the Voucher size issued.

5-A. DETERMINING FAMILY UNIT (VOUCHER) SIZE

[24 CFR 982.402]

The AHA does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom on the Voucher. The AHA's subsidy standards for determining voucher size shall be applied in a manner consistent with Fair Housing guidelines.

In accordance with CFR 982.401 pertaining to Housing Quality Standards, the dwelling unit must have at least one bedroom or living/sleeping room for each two persons. The AHA will generally use two persons per bedroom to determine the appropriate subsidy standard.

BEDROOMS*	MINIMUM NO. OF PERSONS IN HOUSEHOLD	MAXIMUM NUMBER OF PERSONS IN HOUSEHOLD
0 BR	1	2
1 BR	1	4
2 BR	3	6
3 BR	5	8
4 BR	7	10
5 BR	9	12
6 BR	11	14

* In addition to the bedrooms, a living area may be used as a living/sleeping area.

The following requirements apply (per CFR 982.402) when determining the family unit size:

1. The application of the subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
2. The subsidy standards must enable occupancy within the space requirements established by the HUD Housing Quality Standards (HQS).

3. The subsidy standards must be applied consistently for all families of like size and composition.
4. A child who is temporarily away from home because of placement in foster care is considered a member of the family in determining the family's unit size.
5. Any live-in aide (approved by the AHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) is allowed a separate bedroom.

5-B. EXCEPTIONS TO SUBSIDY STANDARDS

[24 CFR 982.403(a) & (b)]

The AHA shall grant exceptions from the HCV subsidy standards if the family requests and the AHA determines the exceptions are justified by the relationship, age, sex, health or disability of family members, or other individual circumstances. The following circumstances may support exceptions to the HCV Subsidy Standards and will be considered on a case by case basis:

1. Medical reasons requiring a family member to have a separate bedroom if properly verified and documented by a medical doctor, health care agency or other qualified professional. This documentation must be provided in writing and verified through third party documentation.
2. Special circumstances relating to family relationships, age, gender or disability if properly verified and documented by qualified professional (i.e. allows two elderly or disabled household members to be given separate bedrooms). This documentation must be provided in writing and verified through third party documentation.

Targeted Special Needs Programs Subsidy Standards

Participants in the AHA Special Needs Programs including HOME-TBRA, Supportive Housing (SHP) Homeless Housing and Services Program (HHSP) and the Shelter Plus Care Program (SPC) are not subject to the HCV subsidy standards and are assigned a voucher size on the basis of household need due to the special circumstances of these previously homeless persons.

The AHA has established the following standards in determining bedroom composition which affect the subsidy that the family is entitled to for the Special Needs Programs:

The following circumstances may support exceptions to these Subsidy Standards and will be considered

ZERO BEDROOM

1 Adult; 2 Adults (i.e. Head of Household & Spouse)

ONE BEDROOM

1 Adult; 2 Adults (i.e. Head of Household & Spouse)

TWO BEDROOM

2 Adults (i.e. if medically required in families consisting of Head of Household & Spouse; two opposite sex adult family members such as adult sister and adult brother; two same sex family members such as two adult sisters or two adult brothers); 2 Adults (live in aide and Head of Household); 1 Adult and 1 child; 1 Adult and 2 same sex children; 2 Adults and 1 child; 2 Adults and 2 same sex children

THREE BEDROOM

1 Adult and 4 same sex children; 1 Adult and 2 same sex children and1 child, opposite sex; 2 Adults and 3 same sex children; 2 Adults and 4 same sex children; 2 Adults and 2 same sex children, and 1 opposite sex child; 2 Adults and 2 same sex children, and 2 opposite sex children; 2 Adults same sex and 1 child opposite sex.

FOUR BEDROOM

1 Adult and 5 or more same sex children; 2 Adults and 5 or more same sex children; 2 Adults and 3 or more same sex children, and 1 opposite sex child; 2 Adults and 2 opposite sex children

FIVE BEDROOM

1 Adult and 8 or more same sex children;1 Adult and 4 or more same sex children, and 1 opposite sex child; 2 Adults and 8 or more same sex children; 2 Adults and 4 or more same sex children, and 1 opposite sex child

on a case by case basis for the Special Needs programs:

1. Medical reasons requiring a family member to have a separate bedroom if properly verified and documented by a medical doctor, health care agency or other qualified professional.
2. Special circumstances relating to family relationships, age, gender or disability if properly verified and documented by a health care provider or other qualified professional.

Application of Housing Choice Voucher Subsidy Standards to Special Needs Participants Transferred to Housing Choice Voucher Program

Special Needs participants in the Tenant Based Rental Assistance (TBRA) program, Homeless Housing Services Program (HHSP), Supportive Housing Program (SHP), or the Shelter Plus Care (SPC) program may be admitted to the HCV Program pending funding availability without regard to the AHA subsidy standards. At admission to the Housing Voucher program, the persons assisted through TBRA, HHSP, SHP or SPC are unable to comply with the AHA's subsidy standards because the standards present an undue hardship on the family (e.g.; they have just begun or are in the middle of their lease agreement, etc.). In such instances, at the discretion of the Executive Director or his/her designee, the family may be admitted to the Housing Voucher program and permitted to receive housing assistance in their present dwelling unit. Such discretion shall be granted to avert an immediate burden / hardship for the family however; the family will need to relocate to an appropriate sized unit in compliance with the AHA subsidy standards at or prior to their next annual re-certification

Changes for Applicants

The voucher size is determined prior to the briefing by comparing the family composition to the AHA subsidy standards. The applicant family may request a larger sized voucher than indicated by the AHA's subsidy standards. Such request must be made in writing within seven (7) calendar days of the AHA's determination of bedroom size. The request must explain the need for a larger bedroom. Documentation verifying the need will be required as appropriate. Requests based on health related reasons must be verified by a doctor/medical/professional/social service professional. The AHA will not issue a larger voucher due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

Changes for Participants

The members of the family residing in the unit must be approved by the AHA. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the AHA within ten (10) business days. The following guidelines will apply when adding other persons to the household lease:

1. With written approval of the owner, the AHA will consider adding adults to a HCV Family when they meet the definition of family.
2. Adults requesting addition to a family, who otherwise qualify for assisted housing on their own, will be encouraged to apply for Housing rather than being added to the lease.
3. Persons being considered for addition to a family must meet all of AHA's eligibility requirements for admission. At a minimum, the following assessment will be completed for each applicant considered for addition to a lease: verification of identity through review of the birth certificate, social security number and any marriage license; verification of all sources of income; verification of criminal history through a background check.
4. A child who is temporarily away from the home for more than 183 days (total in a year), or 51%, is not considered a member of the household.
5. To add minor children who are not biological, adopted or foster children to the household, the head of household must provide AHA documentation of legal custody or other written verification that the minor child or children has/have been awarded to the head of household or to the spouse.
6. An individual serving as a surrogate parent during the absence of the head of household must also provide AHA with legal documentation which awards guardianship temporarily to the surrogate parent.
7. If the family composition changes because of the birth of a child, the head of household must complete an Interim Change Form within ten (10) days of the change.

Under-housed Families

If a unit does not meet HQS space standards due to an increase in family size, (unit too small), the AHA will issue a new voucher of the appropriate size and assist the family in locating a suitable unit.

5-C. UNIT SIZE SELECTED

[24 CFR 982.402(c)

The family may select a different size dwelling unit than that listed on the Voucher.

1. Subsidy Limitation: The Payment Standard amount is determined by the number of persons in the family, the applied subsidy standards, and the applicable Payment Standards. The payment standard for a family shall be the *lower of*:

    a. The payment standard amount for the family size or

    b. The payment standard amount for the actual unit size rented by the family.

2. Utility Allowance: The utility allowance used to calculate the gross rent is based on the lower of the actual size of the unit the family selects or the voucher bedroom size. This is reflective of a change in the Housing Choice Voucher program regulations published by HUD effective July 1, 2014. The rule change stems from the 2014 Appropriations Act. Under the previous rule, the PHA used the utility allowance for the actual unit size, regardless of the size authorized on the family's Voucher. As part of an orderly transition, AHA staff are not expected or required to re-work HCV files already processed for payment under the old rules. However, staff will implement the new rule at the HCV participant's next regularly scheduled annual recertification.

Actual Unit Size	Voucher Size	**Utility Allowance**
0	1	**0**
1	0	**0**
1	1	**1**
1	2	**1**
2	1	**1**
2	2	**2**
2	3	**2**
3	2	**2**
3	3	**3**
3	4	**3**
4	3	**3**
4	4	**4**
4	5	**4**
5	4	**4**
5	5	**5**
5	6	**5**
6	5	**5**
6	6	**6**

3. Housing Quality Standards: The HQS standards allow two persons per bedroom and permit the use of a living room to be used as a living/sleeping area.

Number of Bedrooms	Number of Persons
0	2
1	4
2	6
3	8
4	10

CHAPTER 6 - INCOME AND SUBSIDY DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 982]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's payment and the AHA's subsidy. The AHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations.

PART I: ANNUAL INCOME

6-I.A. OVERVIEW

The general regulatory definition of *annual income* shown below is from 24 CFR 5.609.

5.609 Annual income.

Annual income means all amounts, monetary or not, which:

1. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or

2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and

3. Which are not specifically excluded in paragraph [5.609(c)].

4. Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Income received by all family members must be counted unless specifically excluded by HUD regulations. It is the responsibility of the head of household to report changes in family composition. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(c)(2)].
Head, spouse, or co head Other adult family members	All sources of income not specifically excluded by HUD regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or co head)	Employment income above $480/year is excluded [24 CFR 5.609(c)(11)]. All other sources of income, except those specifically excluded by HUD regulations, are included.

Temporarily Absent Family Members

The income of family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit [HCV GB, p. 5-18].

Absent Full-Time Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the AHA indicating that the student has established a separate household or the family declares that the student has established a separate household. Documentation will be requested from the educational institution to verify full time student status.

Active Military Service

Effective 7/26/05, participants who were terminated due to active military service which caused them to be absent from their unit more than 180 consecutive days, may be re-admitted at the Executive Director's discretion if they continue to be income eligible, pass a criminal background check and left in good standing with their property owner (owed no back rent), and had no unsettled damages.

Court-Ordered Absences

If a member of the family is subject to a court order that restricts the member from the home, the AHA will determine whether the person will be considered temporarily or permanently absent. If the court order specifies a permanent restriction or if the court restriction exceeds 180 consecutive days, the person will no longer be considered a family member. If the individual intends to return to the unit at the end of the restriction, the individual is subject to the eligibility and screening requirements.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family [24 CFR 5.403]. If a child has been placed in foster care, the AHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absences Due to Incarceration

If a family member is expected to be incarcerated for more than 180 consecutive days, the person will not be considered a family member. If the individual intends to return to the unit following incarceration, the individual is subject to the eligibility and screening requirements discussed in Chapter 3 of this plan.

Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

The AHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or co head qualifies as an elderly person or a person with disabilities.

Joint Custody of Children

In the case of joint custody, only one family may claim a child as a dependent. When two assisted families could conceivably claim the child, the two families must resolve the issue and declare which household will receive the dependent deduction. If the two households are unable to resolve the issue, the AHA will make the determination on the basis of such factors as who claimed the child as a dependent on the most recent income tax filing and how much time the child spends in each household.

Caretakers for a Child- Interest of Minor Children

On February 7, 2001, the AHA Board of Commissioners (per Resolution 01-04) approved establishing a policy that protects the interest of minor children if the custodial parent dies or is incapacitated. This policy is intended to assist head of households who are subject to circumstances beyond their control (i.e. medical conditions or death). It does not include incarcerated individuals, or cases of abandonment of the children.

In these instances, the Housing Coordinator has the discretion, on a case by case basis, to acknowledge an otherwise-eligible adult who was not part of the household as head-of-household and continue to receive rental assistance for the children. The staff shall use one or more of the following criteria in verifying the new adult as head-of-household:

1. a court's determination concerning conservatorship of the child or children;
2. a notarized family certification from the child or children's extended family members and others as needed, verifying the person that has accepted the obligation to care for and support the child or children as imposed by law upon a person granted legal custody; and
3. a voluntary Statement of Paternity.

All documentation must be acceptable to the AHA.

To further recognize and protect the interest of minor children, the HCV HAP contract will be placed on hold up to 180 days so as to allow the court or family member reasonable time to determine the most suitable caretaker for the child or children, and to provide the AHA with necessary information and verifications. The 180 day hold will be reviewed and approved at thirty (30) day intervals. In the absence of a court's decision, all decisions made by the AHA regarding the interest of minor children in continuing to receive the benefit of HCV rental assistance are subject to the family's right to due process through an informal hearing by AHA.

If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for ninety (90) calendar days. After the ninety (90) calendar days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker’s role is temporary. In such cases the AHA will extend the caretaker’s status as an eligible visitor. At any time that custody or guardianship legally has been awarded to a caretaker, the Housing Choice Voucher will be transferred to the caretaker.

During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income of the family and the caretaker does not qualify the family for any deductions from income or allowances.

6-I.C. ANTICIPATING ANNUAL INCOME

On January 22, 2013, HUD issued Notice 2012-03 Housing Choice Voucher Program Temporary Compliance Assistance

The temporary provisions established by this Notice are available to PHAs until **March 31, 2014.** HUD issued PIH Notice 2013-03 on January 22, 2013, to permit public housing agencies with regulatory relief to enable PHAs to streamline eligibility determinations to reduce PHA operating costs. Reduction in PHA operating costs is critical during the time that HUD has significantly reduced the earned administrative fee that a PHA can earn through the administration of the HCV program. At this time HUD is providing PHAs 75% of their earned administrative fee.

TEMPORARY PROVISIONS - ANNUAL RECERTIFICATIONS:

1. **Option to use program participants' actual past income in verifying household income**.

   This provision is intended to simplify the requirements associated with determining a participant's annual income (24 CFR 5.609(a)(2)). In determining annual income, PHAs may choose to use either actual past income or projected future income. **Based on the flexibility provided in PIH Notice 2013-03 the AHA elects to utilize the option of determining annual income based on past actual income received or earned within the last 12 months.** In compliance with this HUD notice the AHA will verify income as reported in HUD's Enterprise Income Verification (EIV) system. The AHA, using actual past income **must** use the most recent 12 months of income information available in EIV. Because this EIV report will give actual earnings data verified by a third party, the program participant is no longer required to provide third party documentation (e.g., paystubs, payroll summary report, unemployment monetary benefit notice) to the AHA.

   However; if there has been a change in circumstances for a program participant, or a participant disputes the EIV-reported income information and is unable to provide acceptable documentation to resolve the dispute, the AHA must request written third-party verification. *For example*, if a program participant lost his/her job, changed jobs, or reduced their hours in the months subsequent to the time period covered in EIV, the AHA must use, at the participant's request, the more recent income information verified by participant provided third-party documentation (e.g., paystubs, payroll summary report, unemployment monetary benefit notice) or through written third-party verification, which reflects the new or current work circumstance.

   The AHA must continue to verify income from sources not available in EIV. However, the AHA must **use the same time period** for both wage and non-wage income. *For example*, if the AHA uses EIV information from July 2011 to June 2012 for the purpose of verifying income from wages, the AHA must use the same time period for any non-wage income.

2. **Participating households to self-certify as to having assets of less than $5,000**.

   Based on PIH Notice 2013-03 and PIH Notice 2016-05 **the AHA must obtain third-party verification of all family assets upon admitting a family to the HCV program and then again at least every 3 years thereafter.** During the intervening annual reexaminations, the AHA has adopted the discretion under this provision to accept a family's declaration that it has total net assets equal to or less than $5,000, without taking additional steps to verify the accuracy of the declaration. If a family submits such a declaration, then the AHA does not need to request supporting documentation (e.g., bank statements) to verify the assets or the amount of income expected to be received from those assets. The family's declaration of total assets must show each asset and the amount of income expected from that asset. The total amount of income expected from all assets must be less than or equal to $5,000. The total amount of the expected income

from assets will be the family's "final asset income," and must be entered in field 6j of Form HUD-50058.

PHAs are required to have all family members 18 years of age and older sign the family's declaration of total assets. For ease of implementation, a PHA may require families to submit a declaration of assets along with the consent forms that are required pursuant to 24 CFR 5.230. A family that knowingly submits false information is subject to a civil penalty, plus damages, under the False Claims Act (31 U.S.C. 3729).

Whenever a family member is added, a PHA must obtain third-party verification of that family member's assets. At the next annual reexamination of income following the addition of that family member, a PHA must obtain third-party verification of all family assets if the addition of that family member's assets puts the family above the $5,000 asset threshold. If the addition of that family member's assets does not put the family above the $5,000 asset threshold, then the PHA is not required to obtain third-party verification of all family assets at the next annual reexamination of income following the addition of the family member; however, third-party verification of all family assets is required at least every 3 years.

Since the AHA adopted the self-certification of assets provision in Notice PIH 2013–03 and in 2016 adopted the provision described PIH Notice 2016-05, the AHA must obtain third-party verification of all assets of any family at the family's next income redetermination if that family has provided self-certification of assets for the two previous income redeterminations.

On May 18, 2016, the AHA's Administrative Plan was amended to continue this discretionary practice.

The AHA is required to count all income "anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date" [24 CFR 5.609(a)(2)]. Policies related to anticipating annual income are provided below.

Basis of Annual Income Projection

The AHA generally will use current circumstances to determine anticipated income for the coming 12-month period. HUD authorizes the AHA to use other than current circumstances to anticipate income when:

1. An imminent change in circumstances is expected [HCV GB, p. 5-17]
2. It is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income) [24 CFR 5.609(d)]
3. The AHA believes that past income is the best available indicator of expected future income [24 CFR 5.609(d)]

When the AHA cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the AHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. Anytime current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the AHA to show why the historic pattern does not represent the family's anticipated income. If the AHA verifies an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the 12-month period.

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the AHA will calculate annual income using current circumstances and then require an interim reexamination when the change actually occurs.

Using Earned Income Verification (EIV) to Project Income

The AHA uses the EIV system before or during a family reexamination. HUD allows PHAs to use EIV information in conjunction with family-provided documents to anticipate income. AHA procedures for anticipating annual income will include the use of EIV methods approved by HUD in conjunction with family-provided documents dated within the last sixty (60) calendar days of the AHA interview date. AHA will require the family to provide four current pay stubs to anticipate annual income.

Substantial Difference- The AHA will analyze all EIV, third-party, and family-provided data and attempt to resolve the income discrepancy. If EIV information for a particular income source differs from the information provided by a family by more than $200 per month, the AHA will follow these guidelines:

1. The AHA will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b) (3) (i). The AHA will use the most current verified income data and, if appropriate, historical income data to calculate anticipated annual income.
2. If the AHA is not able to verify the income through the written third-party verification method, the AHA will utilize the following methods:
    a. If the EIV figure is less than the family's figure, the AHA will use the family's documentation.
    b. If the EIV figure is more than the family's figure, the AHA will use the EIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances, the AHA will use the family-provided information.
3. When the AHA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours), the AHA will review historical income data for patterns of employment, paid benefits, and receipt of other income and will project income from this information.

6-I.D. EARNED INCOME

Types of Earned Income Included in Annual Income

1. **Wages and related compensation**- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services is included in annual income [24 CFR 5.609(b)(1)].
2. **Bonuses or commissions-** For persons who regularly receive bonuses or commissions, the AHA will verify and then average amounts received for the two years preceding admission or reexamination. If only a one-year history is available, the AHA will use the prior year amounts. In either case the family may provide, and the AHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the AHA will count only the amount estimated by the employer.

3. **Some Types of Military Pay-** All regular pay, special pay and allowances of a member of the Armed Forces are counted [24 CFR 5.609(b)(8)] <u>except</u> for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)].

Types of Earned Income <u>Not</u> Counted in Annual Income

1. **Sporadic Income-** Temporary, Nonrecurring, or Sporadic Income [24 CFR 5.609(c)(9)]. Sporadic income is income that is not received periodically and cannot be reliably predicted. For example, the income of an individual who works occasionally as a handyman would be considered sporadic if future work could not be anticipated and no historic, stable pattern of income existed. Such income is not counted.

2. **Children's Earnings**- Employment income earned by children (including foster children) under the age of 18 years is not included in annual income [24 CFR 5.609(c)(1)]. (See Eligibility chapter for a definition of foster children.)

3. **Certain Earned Income of Full-Time Students**- Earnings in excess of $480 for each full-time student 18 years old or older (except for the head, spouse or co head) are not counted [24 CFR 5.609(c)(11)]. To be considered "full-time," a student must be considered "full-time" by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

4. **Income of a Live-in Aide-**Income earned by a live-in aide, as defined in [24 CFR 5.403], is not included in annual income [24 CFR 5.609(c)(5)]. (See Eligibility chapter for a full discussion of live-in aides.)

5. **Income Earned under Certain Federal Programs-**Income from some federal programs is specifically excluded from consideration as income [24 CFR 5.609(c)(17)], including: Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)

6. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b))

7. Awards under the federal work-study program (20 U.S.C. 1087 uu)

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

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

10. Allowances, earnings, and payments to participants in programs funded under the Workforce Investment Act of 1998 (29 U.S.C. 2931)

11. **State and Local Employment Training Programs-** Incremental earnings and benefits to any family member resulting from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program [24 CFR 5.609(c)(8)(v)].

    a. The AHA defines *training program* as "a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period to time. It is designed to lead to a higher level of proficiency, and it enhances the individual's ability to obtain employment. It may have performance standards to measure proficiency. Training may include, but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education" [expired Notice PIH 98-2, p. 3].

b. The AHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4]. In calculating the incremental difference, the AHA will use as the pre-enrollment income the total annualized amount of the family member's welfare assistance and earnings reported on the family's most recently completed HUD-50058.

c. End of participation in a training program must be reported in accordance with the AHA's interim reporting requirements.

12. **HUD-Funded Training Programs-**Amounts received under training programs funded in whole or in part by HUD [24 CFR 5.609(c)(8)(i)] are excluded from annual income. Eligible sources of funding for the training CDBG, HOME program, and other grant funds received from HUD. To qualify as a training program, the program must meet the definition of *training program* provided above for state and local employment training programs.

13. **Earned Income Tax Credit-** Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j)), are excluded from annual income [24 CFR 5.609(c)(17)]. Although many families receive the EITC annually when they file taxes, an EITC can also be received throughout the year. The prorated share of the annual EITC is included in the employee's payroll check.

6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES

[24 CFR 5.617]

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. The full text of 24 CFR 5.617 is included as Exhibit 6-4 at the end of this chapter. Eligibility criteria and limitations on the disallowance are summarized below.

Eligibility

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

1. Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.

2. Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].

3. New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum

amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least $500.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income."

The AHA defines *prior income,* or *prequalifying income,* as the family member's last certified income prior to qualifying for the EID. The family member's prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

Initial 12-Month Exclusion. During the initial 12-month exclusion period, the full amount (100%) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion and Phase-In- During the second 12-month exclusion period, the exclusion is reduced to half (%) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

Lifetime Limitation- The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and HCV assistance, or if there are breaks in assistance.

During the 48-month eligibility period, the AHA will schedule and conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her pre-qualifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

Earned Income Disregard – HUD PIH Notice 2016-15

The regulatory provisions implemented by HUD Notice 2016-05 become effective April 20, 2016, limiting to 24 consecutive months the time period during which a family member is eligible to receive the benefit of the earned income disregard (EID), which streamlines the administration of the EID by eliminating the requirement for PHAs to track family member changes in employment over a 4-year period. There are no changes to EID eligibility criteria, the benefit amount of the EID, the single lifetime eligibility requirement, or the ability of the applicable family member to stop and restart employment during the eligibility period.

Under the previous regulations, families were eligible to receive the EID benefit for no more than 24 months, which could be spread across a 48 month time period to account for potential changes in the employment status of the family member whose original employment caused the family to be eligible for EID. PHAs were required to track the employment of such family members and stop and start the EID benefit accordingly. The final rule provides:

- Once a family member is determined to be eligible for the EID, the 24 calendar month period starts;
- If the family member discontinues the employment that initially qualified the family for the EID, the 24 calendar month period continues;

- During the 24 calendar month period, EID benefits are recalculated based on changes to family member income and employment (no change from current practice);
- During the first 12 calendar month period, a PHA must exclude all increased income resulting from the qualifying employment of the family member. After the first 12 calendar month period, the PHA must exclude from annual income of the family at least 50% of any increase in income of such family member as a result of employment over the family member's income before the qualifying event (i.e., the family member's baseline income);
- The EID benefit is limited to a lifetime 24 month period for the qualifying family member;
- At the end of the 24 month period, the EID ends regardless of how many months were "used."

Example:	**EID Under Previous Regulation**	**EID Under PIH Notice 2016-05**
Jan 2017 (month one)	Carl begins working and is eligible for EID. 100% of Carl's increase in earned income is excluded.	Carl begins working and is eligible for EID. 100% of Carl's increase in earned income is excluded
July 2017 (month 7)	Carl is laid off EID 'clock' stops	Carl is laid off EID 'clock' continues to run
Jan 2018 (month 13)		Carl's 2nd 12 month period begins
Feb 2018 (month 14)	Carl begins working again 100% of the increase in earned income due to Carl's employment is excluded	Carl begins working again 50% of the increase in earned income due to Carl's employment is excluded
July 2018 (month 19)	Carl's 2nd 12-month period begins 50% of the increase in earned income due to Carl's employment is excluded	
Dec 2018 (month 24)		This is the final month during with Carl receives his EID benefit
June 2019 (month 30)	Carl has benefited from the EID for 24 months total. This is the final month during which Carl receives his EID benefit	

Families that currently benefit from the EID, or who become eligible prior to the effective date of changes to the Admin. Plan/PHA Plan, are eligible to receive the EID benefit for 24 months over a 48 month period, as was in effect prior to the effective date of this provision.

PHAs are advised to notify all participants and applicants who are eligible for the EID of their eligibility.

6-I.F. BUSINESS INCOME

[24 CFR 5.609(b)(2)]

Annual income includes "the net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family" [24 CFR 5.609(b)(2)].

Business Expenses- Net income is "gross income less business expense" [HCV GB, p. 5-19]. To determine business expenses that may be deducted from gross income, the AHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below. Families who do not file income taxes with the IRS will be required to maintain monthly AHA self-employment work sheets with back-up documentation of expenditures for the year.

Business Expansion-*Business expansion* is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion. HUD regulations do not permit the AHA to deduct from gross income expenses for business expansion.

Capital Indebtedness- HUD regulations do not permit the AHA to deduct from gross income the amortization of capital indebtedness.

Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the AHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Negative Business Income-If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

Withdrawal of Cash or Assets from a Business -HUD regulations require the AHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of $2,000 to help a business get started, the AHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Businesses-If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

6-I.G. ASSETS

[24 CFR 5.609(b)(3) and 24 CFR 5.603(b)]

Overview

There is no asset limitation for participation in the HCV program. However, HUD requires that the AHA include in annual income the "interest, dividends, and other net income of any kind from real or personal property" [24 CFR 5.609(b)(3)]. This section discusses how the income from various types of assets is determined. For most types of assets, the AHA must determine the value of the asset in order to compute income from the asset. Therefore, for each asset type, this section discusses:

1. How the value of the asset will be determined
2. How income from the asset will be calculated

Income from Assets

The AHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. HUD authorizes the AHA to use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected (2) it is not feasible to anticipate a level of income over 12 months or (3) the AHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income but the property is currently vacant, the AHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

Anytime current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the AHA to show why the asset income determination does not represent the family's anticipated asset income.

Valuing Assets

The calculation of asset income sometimes requires the AHA to make a distinction between an asset's market value and its cash value.

1. The market value of an asset is its worth (e.g., the amount a buyer would pay for real estate or the balance in an investment account).
2. The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash. Examples of acceptable costs include penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions [HCV GB, p. 5-28].

Lump-Sum Receipts

Payments that are received in a single lump sum, such as inheritances, capital gains, lottery winnings, insurance settlements, and proceeds from the sale of property, are generally considered assets, not income. However, such lump-sum receipts are counted as assets only if they are retained by a family in a form recognizable as an asset (e.g., deposited in a savings or checking account).

Imputing Income from Assets [24 CFR 5.609(b) (3)]

When net family assets are $5,000 or less, the AHA will include in annual income the actual income anticipated to be derived from the assets. When the family has net family assets in excess of $5,000, the AHA will include in annual income the greater of (1) the actual income derived from the assets or (2) the imputed income. Imputed income from assets is calculated by multiplying the total cash value of all family assets by the established passbook savings rate.

Passbook Savings Rate PIH Notice 2012 -29

The Passbook Savings Rate is established as the Savings National Rate. The rate will be reviewed at the end of each fiscal year to determine the rate that will be applied for annual re-examinations effective

January 1st of the following calendar year. This rate will be used for all rental assistance program unless specifically noted otherwise. In an environment where interest rates are rapidly increasing or decreasing, the Savings National Rate may be reviewed not more frequently than quarterly. If the rate has changed by 2% or greater, the Passbook Savings Rate will be adjusted, with all subsequent interim or annual reexaminations using the adjusted rate.

Participating households to self-certify as to having assets of less than $5,000

Based on PIH Notice 2013-03 the AHA shall accept a **family's declaration** of the amount of assets of less than $5,000, and the amount of income expected to be received from those assets. The AHA's application and reexamination documentation, which is signed by all adult family members, can serve as the declaration. **Where the program participant has net family assets equal to or less than $5000, the AHA is not required to request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets.** Where the family has net family assets in excess of $5000, the AHA must obtain supporting documentation (e.g. bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058.

Determining Actual Anticipated Income from Assets

It may or may not be necessary for the AHA to use the value of an asset to compute the actual anticipated income from the asset. When the value is required to compute the anticipated income from an asset, the market value of the asset is used. If the asset is a property for which a family receives rental income, the anticipated income is determined by annualizing the actual monthly rental amount received for the property; it is not based on the property's market value. However, if the asset is a savings account, the anticipated income is determined by multiplying the market value of the account by the interest rate on the account. The AHA currently uses 2% interest rate to determine income from assets.

Withdrawal of Cash or Liquidation of Investments

Any withdrawal of cash or assets from an investment will be included in income except to the extent that the withdrawal reimburses amounts invested by the family. For example, when a family member retires, the amount received by the family from a retirement plan is not counted as income until the family has received payments equal to the amount the family member deposited into the retirement fund.

Jointly Owned Assets

The regulation at 24 CFR 5.609(a)(4) specifies that annual income includes "amounts derived (during the 12-month period) from assets to which any member of the family has access." If an asset is owned by more than one person and any family member has unrestricted access to the asset, the AHA will count the full value of the asset. A family member has unrestricted access to an asset when he or she can legally dispose of the asset without the consent of any of the other owners.

If an asset is owned by more than one person, including a family member, but the family member does not have unrestricted access to the asset, the AHA will prorate the asset according to the percentage of ownership. If no percentage is specified or provided for by state or local law, the AHA will prorate the asset evenly among all owners.

Assets Disposed Of for Less than Fair Market Value- [24 CFR 5.603(b)]

HUD regulations require the AHA to count as a current asset any business or family asset that was disposed of for less than fair market value during the two years prior to the effective date of the examination/reexamination, except as noted below.

The AHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount

received for the assets by more than $1,000. When the two-year period expires, the income assigned to the disposed asset(s) also expires. If the two-year period ends between annual re-certifications, the family may request an interim recertification to eliminate consideration of the asset(s).

Assets placed by the family in non-revocable trusts are considered assets disposed of for less than fair market value except when the assets placed in trust were received through settlements or judgments.

Separation or Divorce

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Foreclosure or Bankruptcy

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale.

Family Declaration

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The AHA may verify the value of the assets disposed of if other information available to the AHA does not appear to agree with the information reported by the family.

Types of Assets

1. **Checking and Savings Accounts**

   For regular checking accounts and savings accounts, *cash value* has the same meaning as *market value*. If a checking account does not bear interest, the anticipated income from the account is zero. AHA has established a minimum threshold of $2,500 for checking and saving accounts. The AHA will implement third party verification of checking and savings accounts for accounts that exceed the minimum threshold. In determining the value of a checking account, the AHA will use the last two or more months to determine the monthly balance. In determining the value of a savings account, the AHA will use the current balance. In determining the anticipated income from an interest bearing checking or savings account, the AHA will multiply the value of the account by the current rate of interest paid on the account.

2. **Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds**

   Interest or dividends earned by investment accounts are counted as actual income from assets even when the earnings are reinvested. The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

   In determining the market value of an investment account, the AHA will use the value of the account on the most recent investment report. How anticipated income from an investment account will be calculated depends on whether the rate of return is known. For assets that are held in an investment account with a known rate of return (e.g., savings certificates), asset income will be calculated based on that known rate (market value multiplied by rate of earnings). When the anticipated rate of return is not known (e.g., stocks), the AHA will calculate asset income based on the earnings for the most recent reporting period.

3. **Equity in Real Property or Other Capital Investments**

Equity (cash value) in a property or other capital asset is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and reasonable costs (such as broker fees) that would be incurred in selling the asset [HCV GB, p. 5-25].

Equity in real property and other capital investments is considered in the calculation of asset income except for the following types of assets:

a. Equity accounts in HUD homeownership programs [24 CFR5.603(b)]

b. The value of a home currently being purchased with assistance under the HCV program Homeownership Option for the first 10 years after the purchase date of the home [24 CFR 5.603(b)]

c. Equity in owner-occupied cooperatives and manufactured homes in which the family lives [HCV GB, p. 5-25]

d. Equity in real property when a family member's main occupation is real estate [HCV GB, p. 5-25]. This real estate is considered a business asset, and income related to this asset will be calculated as described in section 6-I.F.

e. Interests in Indian Trust lands [24 CFR 5.603(b)]

f. Real property and capital assets that are part of an active business or farming operation [HCV GB, p. 5-25]

A family may have real property as an asset in two ways: (1) owning the property itself and (2) holding a mortgage or deed of trust on the property. In the case of a property owned by a family member, the anticipated asset income generally will be in the form of rent or other payment for the use of the property. If the property generates no income, actual anticipated income from the asset will be zero.

In the case of a mortgage or deed of trust held by a family member, the outstanding balance (unpaid principal) is the cash value of the asset. The interest portion only of payments made to the family in accordance with the terms of the mortgage or deed of trust is counted as anticipated asset income.

In the case of capital investments owned jointly with others not living in a family's unit, a prorated share of the property's cash value will be counted as an asset unless the AHA determines that the family receives no income from the property and is unable to sell or otherwise convert the asset to cash.

1. Trusts

A trust is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

2. **Revocable Trusts**

If any member of a family has the right to withdraw the funds in a trust, the value of the trust is considered an asset. Any income earned as a result of investment of trust funds is counted as actual asset income, whether the income is paid to the family or deposited in the trust.

3. **Non-revocable Trusts**

In cases where a trust is not revocable by, or under the control of, any member of a family, the value of the trust fund is not considered an asset. However, any income distributed to the family from such a trust is counted as a periodic payment or a lump-sum receipt, as appropriate [24 CFR 5.603(b)].

4. **Company Retirement/Pension Accounts**

In order to correctly include or exclude as an asset any amount held in a company retirement or pension account by an employed person, the AHA must know whether the money is accessible before retirement [HCV GB, p. 5-26]. While a family member is employed, only the amount the family member can withdraw without retiring or terminating employment is counted as an asset.

After a family member retires or terminates employment, any amount distributed to the family member is counted as a periodic payment or a lump-sum receipt, as appropriate, except to the extent that it represents funds invested in the account by the family member. The balance in the account is counted as an asset only if it remains accessible to the family member.

5. **IRA, Keogh, and Similar Retirement Savings Accounts**

IRA, Keogh, and similar retirement savings accounts are counted as assets even though early withdrawal would result in a penalty.

6. **Personal Property**

Personal property held as an investment, such as gems, jewelry, coin collections, antique cars, etc., is considered an asset.

In determining the value of personal property held as an investment, the AHA will use the family's estimate of the value. However, the AHA also may obtain an appraisal if appropriate to confirm the value of the asset. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Generally, personal property held as an investment generates no income until it is disposed of. If regular income is generated (e.g., income from renting the personal property), the amount that is expected to be earned in the coming year is counted as actual income from the asset.

7. **Necessary items of personal property are not considered assets-** [24 CFR 5.603(b)].

Necessary personal property consists of items such as clothing, furniture, household furnishings, jewelry that is not held as an investment, and vehicles, including those specially equipped for persons with disabilities.

8. **Life Insurance**

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets [HCV GB 5-25]. <u>The cash value is the surrender value</u>. If such a policy earns dividends or interest that the family could elect to receive, <u>the anticipated amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.</u>

6-I.H. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are and are not included in annual income.

Periodic Payments Included in Annual Income

Periodic payments from sources such as social security, unemployment and welfare assistance, annuities, insurance policies, retirement funds, and pensions. However, periodic payments from retirement accounts, annuities, and similar forms of investments are counted only after they exceed the amount contributed by the family [24 CFR 5.609(b)(4) and (b)(3)].

Disability or death benefits and lottery receipts paid periodically, rather than in a single lump sum [24 CFR 5.609(b)(4) and HCV, p. 5-14]

Lump-Sum Payments for the Delayed Start of a Periodic Payment

Most lump sums received as a result of delays in processing periodic payments, such as unemployment or welfare assistance, are counted as income. However, lump-sum receipts for the delayed start of periodic social security or supplemental security income (SSI) payments are not counted as income [CFR 5.609(b)(4)].

When a delayed-start payment is received and reported during the period in which the AHA is processing an annual reexamination, the AHA will adjust the family share and AHA subsidy retroactively for the period the payment was intended to cover. The family may pay in full any amount due or request to enter into a repayment agreement with the AHA.

Periodic Payments Excluded from Annual Income

Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the assisted family, who are unable to live alone) [24 CFR 5.609(c)(2)]

The AHA will exclude payments for the care of foster children and foster adults only if the care is provided through an official arrangement with a local welfare agency.

Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]

Amounts received under the Low-Income Home Energy Assistance Program (42 U.S.C. 1626(c)) [24 CFR 5.609(c)(17)]

Amounts received under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q) [24 CFR 5.609(c)(17)]

Earned Income Tax Credit (EITC) refund payments (26 U.S.C. 32(j)) [24 CFR 5.609(c)(17)]. *Note:* EITC may be paid periodically if the family elects to receive the amount due as part of payroll payments from an employer.

Lump sums received as a result of delays in processing Social Security and SSI payments (see section 6-I.J.) [24 CFR 5.609(b)(4)].

6-I.I. PAYMENTS IN LIEU OF EARNINGS

Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay, are counted as income [24 CFR 5.609(b)(5)] if they are received either in the form of periodic payments or in the form of a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment. If they are received in a one-time lump sum (as a settlement, for instance), they are treated as lump-sum receipts [24 CFR 5.609(c)(3).

6-I.J. WELFARE ASSISTANCE

Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments [24 CFR 5.603(b)].

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

The AHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

Covered Families

The families covered by 24 CFR 5.615 are those "who receive welfare assistance or other public assistance benefits ('welfare benefits') from a State or other public agency ('welfare agency') under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance" [24 CFR 5.615(b)]

Imputed Income

When a welfare agency imposes a sanction that reduces a family's welfare income because the family commits fraud or fails to comply with the agency's economic self-sufficiency program or work activities requirement, the AHA must include in annual income "imputed" welfare income. The AHA must request that the welfare agency inform the AHA when the benefits of an HCV participant family are reduced. The imputed income is the amount the family would have received if the family had not been sanctioned.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

Offsets

The amount of the imputed income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

6-I.K. PERIODIC AND DETERMINABLE ALLOWANCES

[24 CFR 5.609(b)(7)]

Annual income includes periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing with an assisted family.

Alimony and Child Support

The AHA must count alimony or child support amounts awarded as part of a divorce or separation agreement. The AHA will count court-awarded amounts for alimony and child support unless the AHA verifies that (1) the payments are not being made and (2) the family has made reasonable efforts to collect amounts due, including filing with courts or agencies responsible for enforcing payments. Families who do not have court-awarded alimony and child support awards are not required to seek a court award and are not required to take independent legal action to obtain collection. AHA will utilize the best information available to determine anticipated future annual income from alimony and child support.

Regular Contributions or Gifts

The AHA must count as income regular monetary and non-monetary contributions or gifts from persons not residing with an assisted family [24 CFR 5.609(b)(7)]. Temporary, nonrecurring, or sporadic income and gifts are not counted [24 CFR 5.609(c)(9)]. Examples of regular contributions include: (1) regular payment of a family's bills (e.g., utilities, telephone, rent, credit cards, and car payments), (2) cash or other liquid assets provided to any family member on a regular basis, and (3) "in-kind" contributions such as groceries and clothing provided to a family on a regular basis.

Non-monetary contributions will be valued at the cost of purchasing the items, as determined by the AHA. For contributions that may vary from month to month (e.g., utility payments), the AHA will include an average amount based upon past history.

6-I.L. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME

Other exclusions contained in 24 CFR 5.609(c) include the following:

1. Reimbursement of medical expenses [24 CFR 5.609(c)(4)]
2. The full amount of student financial assistance (including tuition and fees) paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)])] – (See HUD Notice PIH 2015-21 for additional guidance)
3. Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(8)(iii)]
4. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(c)(8)(ii)]
5. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)]
6. Adoption assistance payments in excess of $480 per adopted child [24 CFR 5.609(c)(12)]
7. Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)]

8. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)]

9. Amounts specifically excluded by any other federal statute [24 CFR 5.609(c)(17)]. HUD publishes an updated list of these exclusions periodically. It includes:

    a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))

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

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

    d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)

    e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))

    f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)) (Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931).)

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

    h. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)

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

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

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

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

    m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)

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

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

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

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

r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)

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

PART II: ADJUSTED INCOME

6-II.A. INTRODUCTION

Mandatory Deductions 24 CFR 5.611.

HUD regulations require PHAs to deduct from annual income any of the following mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income. In determining adjusted income, the responsible entity [PHA] must deduct the following amounts from annual income:

1. $480 for each dependent;(2) $400 for any elderly family or disabled family;
2. The sum of the following, to the extent the sum exceeds 3% of annual income:
   a. Unreimbursed medical expenses of any elderly family or disabled family;
   b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
3. Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

Anticipating Expenses

Generally, the AHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), the AHA will estimate costs based on historic data and known future costs.

6-II.B. DEPENDENT DEDUCTION

24 FR 5.611(a)(1); 24 CFR 5.603(b)

1. **Dependent** is defined as any family member other than the head, spouse, or co head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents.
2. A deduction of $480 is taken for each dependent.

6-II.C. ELDERLY OR DISABLED FAMILY DEDUCTION

24 CFR 5.611(a)(2); 24 CFR 5.403

A single deduction of $400 is taken for any elderly or disabled family. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities.

6-II.D. MEDICAL EXPENSES DEDUCTION

[24 CFR 5.611(a)(3)(i)]

1. Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed 3% of annual income.
2. The medical expense deduction is permitted only for families in which the head, spouse, or co head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

Definition of Medical Expenses - 24 CFR 5.603(b)

1. HUD regulations define *medical expenses* at to mean "medical expenses, including medical insurance premiums that are anticipated during the period for which annual income is computed, and that are not covered by insurance." The most current IRS Publication 502, *Medical and Dental Expenses,* will be used to determine the costs that qualify as medical expenses.
2. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.

Summary of Allowable Medical Expenses from IRS Publication 502	
▪ Services of medical professionals ▪ Surgery and medical procedures that are necessary, legal, non-cosmetic ▪ Services of medical facilities ▪ Hospitalization, long-term care, and in-home nursing services ▪ Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor ▪ Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails)	▪ Substance abuse treatment programs ▪ Psychiatric treatment ▪ Ambulance services and some costs of transportation related to medical expenses ▪ The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) ▪ Cost and continuing care of necessary service animals ▪ Medical insurance premiums or the cost of a health maintenance organization (HMO)

Families That Qualify for Both Medical and Disability Assistance Expenses

This policy applies only to families in which the head, spouse, or co head is 62 or older or is a person with disabilities. When expenses anticipated by a family could be defined as either medical or disability

assistance expenses, the AHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION

CFR 5.603(b); 24 CFR 5.611(a)(3)(ii)

Reasonable expenses for attendant care and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed 3% of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction-CFR 5.603(b) 24; 24 CFR 5.611(a)(3)(ii)

1. A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work.
2. The disability expense deduction is capped by the amount of "earned income received by family members who are 18 years of age or older and who are able to work" because of the expense []. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.
3. The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family's request, the AHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.
4. When the AHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members' incomes.

Eligible Disability Expenses

Eligible auxiliary apparatus are items such as wheelchairs, ramps, adaptations to vehicles, or special equipment permitting the disabled person or other family member to work [HCV GB, p. 5-30].

Eligible Auxiliary Apparatus

Expenses incurred for maintaining or repairing an auxiliary apparatus are eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations (but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

Eligible Attendant Care

1. The family determines the type of attendant care that is appropriate for the person with disabilities. Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.
2. Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal

services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

3. If the care attendant also provides other services to the family, the AHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Payments to Family Members

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source. The AHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. A family may present, and the AHA will consider, the family's justification for costs that exceed typical costs in the area.

Families That Qualify for Both Medical and Disability Assistance Expenses

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities. When expenses anticipated by a family could be defined as either medical or disability assistance expenses, the AHA will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-II.F. CHILD CARE EXPENSE DEDUCTION

24 CFR 5.603(b)

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

2. Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household [VG, p. 26].

3. For the purposes of child care expenses, the AHA defines child to include any foster children under the age of 13 living in an assisted family's household [HCV GB, p. 5-29].

Qualifying for the Deduction

The term *eligible activity* means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

1. In evaluating the family's request, the AHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

2. If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by the AHA. Once the participant requests the childcare deduction while they are actively seeking employment, the Housing Specialist will send the participant the Job Search Form. The participant will need to have a minimum of 10 documented contacts per week from potential employers. The participant must turn in the form weekly to caseworker while job searching. Housing Specialist will audit at least 3 of the 10 contacts for validity. If the participant continues to be unresponsive, the Housing Specialist will send the participant an Intent to Terminate letter.

3. If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

4. If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child Care Expense Deduction-24 CFR 5.603(b).

1. When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by "the amount of employment income that is included in annual income" The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

2. When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above $480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes $15,000 but because of the EID only $5,000 is included in annual income, child care expenses are limited to $5,000.

3. The AHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

4. When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the AHA generally will limit allowable child care

expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

Eligible Child Care Expenses

The type of care to be provided is determined by the assisted family.

1. For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.
2. The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.
3. If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the AHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.
4. The AHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

Necessary and Reasonable Costs

1. Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.
2. Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.
3. To establish the reasonableness of child care costs, the family may present, and the AHA will consider, justification for costs that exceed typical costs in the area.

PART III: CALCULATING FAMILY SHARE AND AHA SUBSIDY

6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

24 CFR 5.628

TTP Formula -HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

1. 30% of the family's monthly adjusted income
2. 10% of the family's monthly gross income
3. A minimum rent of $50

The AHA has authority to suspend and exempt families from minimum rent when a financial hardship exists.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

Minimum Rent-24 CFR 5.630

"Minimum Rent" refers to minimum total participant payment (TTP) and not a minimum participant rent (TR). For families subject to a utility allowance, the families will be subject to a minimum total participant payment, but could still be entitled to a utility reimbursement if the utility allowance is greater than the TTP.

On April 7, 2004, the AHA Board of Commissioners (per Resolution 04-06) approved increasing the minimum rent from $25.00 to $50.00 effective June 1, 2004. A family must pay the greatest of 30% of monthly-adjusted income, or the AHA minimum rent of **$50.00**. Eligibility will be determined in either the annual re-examination process or the interim examination process.

6-III.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT

24 CFR 5.630

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the AHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.

Implementation of Hardship Exemption

When a family requests a financial hardship exemption, the AHA must suspend the minimum rent requirement beginning the first of the month following the family's request. The AHA then determines whether the financial hardship exists and whether the hardship is temporary (expected to last ninety [90] calendar days or less) or long-term. When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP.

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. The AHA will make the determination of hardship within thirty (30) calendar days.

When exemptions to the Minimum Rent are granted

The AHA will grant exemptions to the Minimum Rent when the AHA determines that the family is unable to pay the amount due to financial hardship, unless the hardship is temporary. Financial hardship includes the following circumstances:

1. The family has lost eligibility or is awaiting an eligibility determination for Federal, State, or local assistance.
2. The family would be evicted as a result of the imposition of the minimum rent requirement. For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.
3. The income of the family has decreased because of changed circumstances, including loss of employment, death in the family and other circumstances determined by the AHA or HUD.

Temporary Hardships

1. An exemption to the Minimum Rent may not be provided if the hardship is determined to be temporary.
2. A suspension of the Minimum Rent may be granted for a period of ninety (90) calendar days from the date of the family's request. At the end of the ninety (90) calendar day suspension period, a minimum rent is imposed retroactively to the time of suspension.
3. Repayment for any minimum rent back payment owed by the family will be required within sixty (60) calendar days of the AHA's notice that a hardship exemption suspension period has ended.

Long-Term Hardships

1. If the AHA determines that the hardship is of long-term duration, the AHA must exempt (retroactively to the date of the family's request for a minimum rent exception) the family from the payment of the minimum rent until the hardship no longer exists.
2. The owner cannot evict the family for non-payment of rent on the basis of hardship if the hardship is determined by the AHA or HUD to be temporary during the ninety (90) calendar day period beginning upon the date of the family's request for the exception.
3. The AHA must suspend payment of the minimum rent beginning the month following the family's hardship request. "Suspension" means that the AHA must not charge the family a minimum rent or, if applicable, discontinue charging the family a minimum rent. During the minimum rent suspension period, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly. During this ninety (90) calendar day period, the family must demonstrate that the financial hardship is of a long-term basis. The AHA will retroactively exempt the family from the applicability of the minimum rent requirement for the ninety (90) calendar day period.
4. If the AHA determines that the financial hardship is long-term, the AHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent. The hardship period ends when any of the following circumstances apply:
    a. At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
    b. For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost.
    c. For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.
    d. If the AHA determines that there is no long-term hardship covered by the statute, a minimum rent is imposed retroactively to the time of suspension.

The Housing Management Supervisor will approve or disapprove all hardship exemptions.

Disapproved hardship exemption requests are subject to AHA's informal hearing procedures.

No Financial Hardship

If the AHA determines there is no financial hardship, the AHA will reinstate the minimum rent and require the family to repay the amounts suspended within sixty (60) calendar days of the AHA's notice that a hardship exemption has not been granted.

AHA Subsidy-24 CFR 982.505(b)

The AHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of (1) the applicable payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP.

Utility Reimbursement-24 CFR 982.514(b)

When the AHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. The AHA will make utility reimbursements to the family.

6-III.C. APPLYING PAYMENT STANDARDS

24 CFR 982.505; 24 CFR 982.4(b)

Current Payment Standard

HUD regulations authorize the AHA to establish a payment standard for the HCV program between 90% and 110% of the Fair Market Rent (FMR). At least annually, the Board of Commissioners will adopt a voucher program Payment Standard by Board Resolution. The current payment standard is set at 108 of the HUD-published FMR. Adopting the payment standard at 108% of the 50th Percentile was intended to permit families to find and afford suitable housing in the local rental market.

When the AHA originally adopted the Payment Standard at the 100% of 50th Percentile rate, this action ended the need for Rent Exception Areas, since client families are now able to find affordable quality housing in sections of the city with low incidences of poverty.

As of August 2007, 55% of all AHA client families lived in areas of the city with less than 10% poverty concentrations. Several years ago, when the AHA originally adopted the Payment Standard at 100% of the 50th Percentile rate, this action ended the need for Rent Exception Areas, since client families are now able to find affordable quality housing in sections of the city with low incidences of poverty.

Family Share -24 CFR 982.305(a)(5)

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the AHA's applicable payment standard: (1) the family will pay more than the TTP, and (2) at initial occupancy the AHA may not approve the tenancy if it would require the family share to exceed 40% of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than sixty (60) calendar days before the family's voucher was issued.

Exception Rents

In November 2000, the AHA Board of Commissioners (in Resolution 00-19) granted rent exception payments for disabled persons up to 110% of the FMR in order to enable these persons to find affordable suitable units. The AHA will utilize the following procedures in granting rent exceptions for disabled families:

1. Request for an exception rent must be from the family. The family will provide information on their housing needs and specify how the rent exception provides a reasonable accommodation of the family member's disability.

2. Only personal information concerning a person's disability that is essential, to determine if a rent exception is a reasonable accommodation, will be requested.
3. Exception rents must be rent comparable (rent reasonable).
4. Exceptions are not automatic, but are based on disability, accommodation and comparability. The need for accommodation must be demonstrated such as location of unit, wheel chair accessible, etc.
5. Staff will assist persons with disabilities in their search for suitable housing. Search assistance will focus on identifying accessible units located outside any areas that may be identified as areas of poverty or minority concentration.
6. Upon request from a family that includes a person with a disability, the AHA must approve a utility allowance which is higher than the applicable amount on the utility schedule if a higher utility allowance is needed as a reasonable accommodation to make the unit accessible to and usable by the family member with a disability.

Calculation of HAP

1. The AHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. Payment standard is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)". The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under the AHA's subsidy standards or (2) the payment standard for the size of the dwelling unit rented by the family.
2. The AHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP.
3. If during the term of the HAP contract for a family's unit, the owner lowers the rent, the AHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit.

Changes in Payment Standards

When the AHA revises its payment standards during the term of the HAP contract for a family's unit, it will apply the new payment standards in accordance with HUD regulations.

Decreases

If the amount on the payment standard schedule is decreased during the term of the HAP contract, the lower payment standard generally will be used beginning at the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard. The PHA will determine the payment standard for the family as follows:

Step 1: At the first regular reexamination following the decrease in the payment standard, the PHA will determine the payment standard for the family using the lower of the payment standard for the family unit size or the size of the dwelling unit rented by the family.

Step 2: The PHA will compare the payment standard from step 1 to the payment standard last used to calculate the monthly housing assistance payment for the family. The payment standard used by the PHA at the first regular reexamination following the decrease in the payment standard will be the higher of these two payment standards. The PHA will advise the family that the application of the lower payment

standard will be deferred until the second regular reexamination following the effective date of the decrease in the payment standard.

Step 3: At the second regular reexamination following the decrease in the payment standard, the lower payment standard will be used to calculate the monthly housing assistance payment for the family unless the PHA has subsequently increased the payment standard, in which case the payment standard will be determined in accordance with procedures for increases in payment standards described below.

Increases

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination.

Changes in Family Unit Size

Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family unit size.

Reasonable Accommodation

Home visits or individual appointments will be provided for applicants and participants needing reasonable accommodations.

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, the AHA is allowed to establish a higher payment standard for the family within the basic range.

6-III.D. UTILITY ALLOWANCES

[24 CFR 982.517]

The AHA-established utility allowance schedule is used in determining family share and AHA subsidy. The utility allowance includes the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. The AHA maintains a utility allowance schedule for all tenant-paid utilities. Costs for telephone, cable/satellite TV, and Internet services are not included in the utility allowance schedule.

The cost of each utility and housing service must be stated separately by unit size and type. The AHA uses the appropriate utility allowance for the size of dwelling unit actually leased by a family rather than the voucher unit size for which the family qualifies using AHA subsidy standards.

Reasonable Accommodation

HCV program regulations require an AHA to approve a utility allowance amount higher than shown on the AHA's schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability. For example, if a family member with a disability requires such an accommodation, the AHA will approve an allowance for air-conditioning, even if the AHA has determined that an allowance for air-conditioning generally is not needed. The family may request the higher allowance and provide the AHA with an explanation of the need for the reasonable accommodation and information about the amount of additional allowance required [HCV GB, p. 18-8].

Utility Allowance Revisions

The AHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10% or more in any utility rate since the last time the allowance for that utility was revised. Revised utility allowances will be applied to a family's rent and subsidy calculations at the next annual reexamination that is effective after the allowance is adopted [HCV GB, p. 18-9].

Exhibit 6-1: Annual Income Inclusions

24 CFR 5.609

Definition of Annual Income

Annual income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and which are not specifically excluded. Family income includes family members not related by blood or marriage (with the exception of a live-in aide).

Annual income also means amounts derived from assets (during the 12-month period) to which any member of the family has access. Annual income includes, but is not limited to: the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services; and the net income from the operation of a business or profession. Regular income is defined as ongoing or recurring on a regular basis.

Income Inclusions

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, lotteries, disability or death benefits, and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;
5. Payments in lieu of earnings, such as unemployment, worker's compensation, and severance pay;

6. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

7. Welfare Assistance received by the household. The amount of reduced welfare income that is disregarded specifically because the family engaged in fraud or failed to comply with an economic self-sufficiency or work activities requirement is included in the family's annual income. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustments by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare income to be included as income shall consist of the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage;

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

9. All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit.

Income Exclusions-24 CFR 5.609

Annual income does not include the following:

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

2. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (b)(5) of this section);

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a live-in aide, as defined in Sec. 5.403;

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

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

8. Amounts received under training programs funded by HUD and the following:

    a. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

b. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

c. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

9. Temporary, nonrecurring or sporadic income (including gifts);

10. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

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

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

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

14. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

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

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

Reduction in Welfare/Public Assistance Benefits

For a family receiving public or welfare assistance benefits. Thus, AHA's informal hearing process applies to any such determination.

The earned income from employment of children (including foster children) under the age of 18 years is exclusion in adjusted income.

Sources of Income Excluded by Federal Stature for Consideration as Income for Purposes of Determining Eligibility or Benefits

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

2. Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);

3. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
4. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
5. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
6. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
7. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub.L- 94-540, 90 Stat. 2503-04);
8. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first $2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
9. Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
10. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
11. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in In Re Agent-product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
12. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
13. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
14. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
15. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
16. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
17. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
18. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
19. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

Exhibit 6-2: Treatment of Net Family Assets

24 CFR 5.603

1. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
2. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under Sec. 5.609.
3. In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
4. For purposes of determining annual income under Sec. 5.609, the term "net family assets" does not include the value of a home currently being purchased with assistance under part 982, subpart M of this title. This exclusion is limited to the first 10 years after the purchase date of the home.

Exhibit 6-3: Earned Income Disallowance for Persons with Disabilities

(a) *Applicable Programs —*

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

(b) *Definitions —*

The following definitions apply for purposes of this section.

Disallowance**.** Exclusion from annual income.

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

Qualified family. A family residing in housing assisted under one of the programs listed in paragraph (a) of this section or receiving tenant-based rental assistance under one of the programs listed in paragraph (a) of this section.

(1) Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;

(2) Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or

(3) Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least $500.

(c) *Disallowance of increase in annual income—*

(1) Initial twelve month exclusion. During the cumulative twelve month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the responsible entity must exclude from annual income (as defined in the regulations governing the applicable program listed in paragraph (a) of this section) of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.

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

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

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

Earned Income Disregard – HUD PIH Notice 2016-15

The regulatory provisions implemented by HUD Notice 2016-05 become effective April 20, 2016, limiting to 24 consecutive months the time period during which a family member is eligible to receive the benefit of the earned income disregard (EID), which streamlines the administration of the EID by eliminating the requirement for PHAs to track family member changes in employment over a 4-year period. There are no changes to EID eligibility criteria, the benefit amount of the EID, the single lifetime eligibility requirement, or the ability of the applicable family member to stop and restart employment during the eligibility period.

Under the previous regulations, families were eligible to receive the EID benefit for no more than 24 months, which could be spread across a 48 month time period to account for potential changes in the employment status of the family member whose original employment caused the family to be eligible for EID. PHAs were required to track the employment of such family members and stop and start the EID benefit accordingly. The final rule provides:

- Once a family member is determined to be eligible for the EID, the 24 calendar month period starts;
- If the family member discontinues the employment that initially qualified the family for the EID, the 24 calendar month period continues;
- During the 24 calendar month period, EID benefits are recalculated based on changes to family member income and employment (no change from current practice);
- During the first 12 calendar month period, a PHA must exclude all increased income resulting from the qualifying employment of the family member. After the first 12 calendar month period, the PHA must exclude from annual income of the family at least 50% of any increase in income of such family member as a result of employment over the family member's income before the qualifying event (i.e., the family member's baseline income);
- The EID benefit is limited to a lifetime 24 month period for the qualifying family member;
- At the end of the 24 month period, the EID ends regardless of how many months were "used."

Example:	**EID Under Previous Regulation**	**EID Under PIH Notice 2016-05**
Jan 2017 (month one)	Carl begins working and is eligible for EID. 100% of Carl's increase in earned income is excluded.	Carl begins working and is eligible for EID. 100% of Carl's increase in earned income is excluded
July 2017 (month 7)	Carl is laid off EID 'clock' stops	Carl is laid off EID 'clock' continues to run
Jan 2018 (month 13)		Carl's 2nd 12 month period begins
Feb 2018 (month 14)	Carl begins working again 100% of the increase in earned income due to Carl's employment is excluded	Carl begins working again 50% of the increase in earned income due to Carl's employment is excluded

July 2018 (month 19)	Carl's 2nd 12-month period begins 50% of the increase in earned income due to Carl's employment is excluded	
Dec 2018 (month 24)		This is the final month during with Carl receives his EID benefit
June 2019 (month 30)	Carl has benefited from the EID for 24 months total. This is the final month during which Carl receives his EID benefit	

Families that currently benefit from the EID, or who become eligible prior to the effective date of changes to the Admin. Plan/PHA Plan, are eligible to receive the EID benefit for 24 months over a 48 month period, as was in effect prior to the effective date of this provision.

PHAs are advised to notify all participants and applicants who are eligible for the EID of their eligibility.

Exhibit 6-4: The Effect of Welfare Benefit Reduction

24 CFR 5.615

(a) Applicability. This section applies to covered families who reside in public housing (part 960 of this title) or receive HCV tenant-based assistance (part 982 of this title).

(b) Definitions. The following definitions apply for purposes of this section:

Covered families. Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Economic self-sufficiency program. See definition at Sec. 5.603.

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

Specified welfare benefit reduction.

1. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
2. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
    a. at expiration of a lifetime or other time limit on the payment of welfare benefits;
    b. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
    c. because a family member has not complied with other welfare agency requirements.

(c) Imputed welfare income.

1. A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the AHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.
2. At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the AHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.
3. A family's annual income includes imputed welfare income in family annual income, as determined at the AHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).
4. The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed
5. The AHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

(d) Review of PHA decision.

A participant in the HCV tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the AHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

(e) PHA relation with welfare agency.

1. The PHA must ask welfare agencies to inform the PHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the AHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.
2. The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.
3. Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.

CHAPTER 7 – VERIFICATION

.

PART I: VERIFICATION GENERAL

7-I. A. GENERAL VERIFICATION REQUIREMENTS

24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230]

The AHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The AHA must not pass on the cost of verification to the family. The AHA will follow the verification guidance provided by HUD in PIH Notice 2011-25 Verification Guidance and any subsequent guidance issued by HUD.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the AHA.

7-I. B. SPECIFIC VERIFICATION REQUIREMENTS

All information used in determining eligibility and the family's rent portion must be verified. All verifications must be documented in the applicant's file and must be kept in a fashion that permits a speedy and effective audit.

7-I. C. VERIFICATION METHODS

HUD authorizes the AHA to use EIV as a 3rd party source to verify applicants/participants employment and income information. EIV minimize the need for traditional 3rd party verification forms (mailing/faxing forms to 3rd party sources).

Use of EIV to streamline Verification of Income

1. EIV only for Social Security (SS) & Supplemental Security Income (SSI) benefits unless disputes EIV
2. EIV + current pay stubs
3. EIV + employer letters

AHA would pursue additional 3rd party if:

1. Participant is unable to provide documents requested by AHA
2. Participant provided documents are not acceptable by AHA
3. Participant disputes EIV and one or both of above conditions

EIV is used to validate participant reported income and supplement participant provided document. EIV should not be used to calculate anticipated income (except as specified by HUD guidelines.

When there are legitimate differences between the information provided by the family and EIV-generated information. No adverse action can be taken against a family until the AHA has independently verified

the EIV information and the family has been granted an opportunity to contest any adverse findings. This information can be obtained by the following process:

Written Third-Party Verification is used to supplement EIV reported income sources and when EIV has no data.

Written third-party verification is an original or authentic document generated by a third party source dated either within the sixty (60) calendar day period preceding the reexamination of AHA request date. Such documentations may be in the possession of the program participant or applicant and is commonly referred to as tenant-provided documents. HUD notice 2011-25 states that it is HUD's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The AHA may, at its discretion, reject any program participant or applicant provided documents and follow-up directly with the source to obtain the necessary verification of information.

Examples of acceptable program participant or applicant provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable program participants or applicants provided documents must be used for income and rent determinations.

The AHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the AHA should project income based on the information from a traditional written third party verification form or the best available information.

Note: Documents older than sixty (60) calendar days (from the AHA interview/determination or request date) is acceptable for confirming effective dates of income.

The AHA will accept documents dated up to 6 months before the effective date of the family's reexamination if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, the AHA would accept the most recent report.

If the AHA is unable to obtain third party written documentation, the following options should be used (in priority order):

Third Party Oral Verification

A documented attempt to obtain Third Party verification before Third Party Oral Verification will be utilized. If it is not possible to obtain written verification as to the income of the client, the Housing Specialist may obtain oral verification via conversations with reliable sources. In these instances, the Housing Specialist will document: the date of the conversation; the client's name; the client's date of employment; the client's hourly, weekly, or monthly income; the name, address and phone number of the person providing the AHA with client information. The Specialist must also include evidence or a record of the two prior attempts to obtain Third Party verification.

Review of Documents

If a documented attempt to obtain third party verification fail and the Oral verification is not possible, a determination may be made based on review of documents provided by applicant/participant by AHA Housing Specialists.

Family Self-Certification

A family certification (notarized statement) should be used only when third party verification or review of documents is not possible. Any family self-certifications must be made in a format acceptable to the

AHA and must be signed in the presence of an AHA representative or notary public. The AHA may require a family to certify that a family member does not receive a particular type of income or benefit.

7-I. D. VERIFICATION OF INCOME AND DETERMINATION OF TOTAL PARTICIPANT PAYMENT

The following factors will be considered in verifying income and determining the participant's payment:

1. **Family Income (Adjusted Income) -** The Total Family Income less allowable deductions as follows:
    a. $480 for each Dependent
    b. $400 for any Elderly Family

2. **Disabled family members –Earned Income Exclusion**

The AHA follows HUD's Earned Income Exclusions for disabled family members that were effective as of April 20, 2001. HUD's Earned Income Exclusion provides, in order to help persons with disabilities achieve greater self-sufficiency, that their income should be excluded when:

a. the person with a disability becomes employed and he/she was previously unemployed for one or more years;

b. the family member with a disability is a participant in any economic self-sufficiency or job-training program;

c. the family member with a disability has, within the past six months, received assistance, benefits, or services under any state program such as TANF or Welfare-to-Work.

3. **For Any Elderly Family:**

a. That has no Disabled Assistance expenses, an allowance will be made by the AHA for medical expenses equal to the amount by which the medical expenses exceed 3% of total family income.

b. Any Elderly family that has Disabled Assistance expenses greater than or equal to 3% of total family income, the AHA will compute an allowance for medical expenses that is equal to the family's medical expenses.

c. Any Elderly Family that has Disabled Assistance expenses that are less than 3% of total family income, an allowance for combined Disabled Assistance Expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds 3% of total family income.

Non-Citizen Rule

In accordance with HUD regulations, the AHA is prohibited from making housing assistance available for the benefit of non-citizens with ineligible immigration status. Immigration status verification must be conducted at the same time as other eligibility criteria. A Declaration of Eligible Immigration Status Form is required. Each applicant must sign a declaration that he/she is a U.S. Citizen or National or eligible immigrant. The declaration is signed by each adult family member who will reside in the unit. The adult who is responsible for children under 18 must sign the declaration for the children. Refusal to sign the declaration for U.S. Citizenship or eligible immigration status may result in denial of assistance.

In cases where not every family member meets the eligibility status, the family's housing assistance is pro-rated. Only family members with eligible immigration status will receive rental assistance.

For those indicating that they are not U. S. Citizens or Nationals, the AHA requires that they provide documentation such as Form 1551, I94, and I688. This information is verified by the Housing Specialists through the INS automated SAVE system (System for Alien Verification for Entitlements).

The INS SAVE system will not identify the applicant's program eligibility. Therefore, the AHA must make the determination if the person's status makes him/her eligible for AHA rental assistance. If the primary verification system does not provide sufficient information for the Housing Specialist to determine and applicant's eligibility for assistance, or if the INS cannot find the record to provide the eligibility status, the AHA will request a secondary verification from INS. A second search must be requested within ten (10) business days of receiving the results of the primary verification. The Secondary Verification is done through a manual search of INS records to determine a person's immigration status.

Appeal to Immigration and Naturalization Service (INS)

The family must request the appeal within thirty (30) calendar days of notice if the secondary verification fails to confirm eligible immigration status. If not requested within thirty (30) calendar days, AHA may extend the appeal period if good cause is shown. The family must appeal directly to Immigration and Naturalization Service (INS) and send a copy of the appeal and proof of the mailing to the AHA.

If the AHA denies or terminates assistance based on the INS determination, the applicant or participant has a right to request an Informal Hearing. In these cases, the AHA will comply with the Informal Hearing procedures.

PART II. VERIFICATION HOUSEHOLD INFORMATION

7-II.A. OVERVIEW OF VERIFICATION REQUIREMENTS

Verifications of Childcare Costs- Third Party Verification of clients' childcare costs will include:

1. Entering the provider's name, address, and phone number
2. Entering the provider's date of employment in caring for the client's children
3. Entering the name of the child or children
4. Entering the amount charged by the provider

Use of EIV System for Verification of Social Security

HUD's EIV system is used to verify Social Security and Supplemental Security Income to comparable tenant data from MTCS. Third party verification is also utilized from the Texas Workforce Commission's verification system (the Work Number). Employers' records are accessed to verify employment and wage information.

Employment Verification-Third Party employment verification forms must, at a minimum, includes:

1. Regular and overtime hours anticipated
2. Overtime hours for the past 12 months
3. Total pay anticipated for the next 12 months
4. Current pay rate
5. Anticipated pay rate increase
6. Hourly rate or salary

7. YTD earnings

Reasonable Effort and Timing

Unless third-party verification is not required as described below, HUD requires the AHA to make at least two (2) unsuccessful attempts to obtain third-party verification before using another form of verification is attempted. The AHA will comply with this HUD guideline.

The AHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely fashion.

1. The AHA may mail, fax, or e-mail third-party written verification requests and will accept third-party responses using any of these methods. The AHA will send a written request for verification to each required source within ten (10) calendar days of securing a family's authorization for the release of the information and give the source five (5) business days to respond in writing. If a response has not been received by the close of the 10th calendar day, the AHA will request third-party oral verification.
2. The AHA will make a minimum of two attempts, one of which may be oral, to obtain third-party verification. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file. Regarding third-party oral verification, AHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation (or attempt), the telephone number used, and the facts provided.
3. When any source responds verbally to the initial written request for verification the AHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided.

When Third-Party Information is Late

When third-party verification has been requested and the timeframes for submission have been exceeded, the AHA will use the information from documents on a provisional basis. If the AHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, the AHA will conduct an interim reexamination to adjust the figures used for the reexamination.

File Documentation

The AHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the AHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

When Third-Party Verification is Not Required

1. Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.
2. The AHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.
3. The AHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification.

4. The AHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than $500 annually and the family has original documents that support the declared amount.
5. The AHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification. For example, the AHA will rely upon review of documents when the AHA determines that a third party's privacy rules prohibit the source from disclosing information. Another example would be where the Social Security Administration (SSA) has refused to respond to requests for third-party verification.
6. The AHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information.

7-II.B. VERIFYING LEGAL IDENTITY

The AHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicle identification card U.S. military discharge (DD 214) U.S. passport Employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID School records

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required. If none of these documents can be provided and at the AHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to the AHA and be signed in the presence of an AHA representative or AHA notary public. Legal identity will be verified on an as needed basis.

7-II.C. FAMILY CONSENT TO RELEASE OF INFORMATION

[24 CFR 982.516 AND 982.551, 24 CFR 5.230]

The family must supply any information that the AHA or HUD determines is necessary to the administration of the program and must consent to AHA verification of that information [24 CFR 982.551].

Consent Forms

1. It is required that all adult applicants and participants sign form HUD-9886, Authorization for Release of Information. AHA may collect information from current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members

must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

Penalties for Failing to Consent- [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the AHA will deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with AHA procedures.

7-II-D. SOCIAL SECURITY NUMBERS

24 CFR 5.216 and HCV GB, p. 5-12

1. For every family member age 6 or older, the family must provide documentation of a valid social security number (SSN), or a self-certification stating that no SSN has been issued. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor. The SSN for any Live In Aide must also be disclosed.
2. The AHA will also accept the following documents as evidence if the SSN is provided on the document:
   a. Driver's license
   b. Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union
   c. Payroll stubs
   d. Benefit award letters from government agencies; retirement benefit letters; life insurance policies
   e. Court records (real estate, tax notices, marriage and divorce, judgment, or bankruptcy records)
3. If the family reports an SSN but cannot provide acceptable documentation of the number, the AHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. The AHA will require documentation of the SSN within sixty (60) calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided. The AHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office.
4. Social security numbers must be verified only once during continuously-assisted occupancy.
5. Effective April 7, 2016, persons under the age of 6 years added to an **initial applicant's** household within a 6 month period prior to the household's date of admission may become a participant as long as the documentation required to verify their SSN is provided to the AHA within 90 calendar days from the date of admission to the program i.e.; the date of lease up or more accurately the effective date of the initial Housing Assistance Payments contract. (See section 2-D Mandatory Social Security Numbers for greater details)
6. If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination. In addition, if a child reaches the age of 6 and has no SSN, the parent or guardian must execute a self-certification stating that the child has no SSN at the next regularly scheduled reexamination.

7-II.E. DOCUMENTATION OF AGE

1. A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.
2. If an official record of birth or evidence of social security retirement benefits cannot be provided, the AHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.
3. Age must be verified only once during continuously-assisted occupancy.

7-II F. FAMILY RELATIONSHIPS

1. Applicants and program participants are required to identify the relationship of each household member to the head of household.
2. **Families are defined as**: individuals who intend to share a residence, and whose income and resources are available to meet the family's needs. This can include both married and unmarried partners, related and unrelated individuals, single persons, disabled persons, and the elderly.
3. Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

Certification by the head of household is normally sufficient verification. If the AHA has reasonable doubts about a marital relationship, the AHA will require the family to document the marriage. A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

Certification by the head of household is normally sufficient verification. If the AHA has reasonable doubts about a separation or divorce, the AHA will require the family to document the divorce, or separation. A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation. If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Foster Children and Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.G. VERIFICATION OF STUDENT STATUS

The AHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

1. The family claims full-time student status for an adult other than the head, spouse, or co head, or
2. The family claims a child care deduction to enable a family member to further his or her education.

7-II.H. DOCUMENTATION OF DISABILITY

The AHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The AHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)] and PIH Notice 2006-13- pgs.11-12. The AHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the AHA receives a verification document that provides such information, the AHA will not place this information in the tenant file. Under no circumstances will the AHA request a participant's medical record(s). This does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

1. Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
2. Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
3. Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
4. Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
5. Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

1. The AHA will attempt to obtain information about disability benefits through the HUD EIV System when it is available, or HUD's Tenant Assessment Subsystem (TASS). If the HUD EIV System or TASS is not available, the AHA will attempt to obtain written/oral verification from the family. If third-party verification is not available, the family may provide an original SSA document that confirms the current benefits.
2. Verification of receipt of SSA benefits or SSI based upon disability is sufficient for verification of disability for the purpose of qualification for waiting list preferences or certain income disallowances and deductions.
3. Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.603, necessary to qualify for waiting list preferences or certain income disallowances and deductions.

Family Members Not Receiving SSA Disability Benefits

For family members claiming disability who do not receive SSI or other disability payments from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The

knowledgeable professional will verify whether the family member does or does not meet the HUD definition by completing the Verification of Disability form.

7-II.I. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS

[24 CFR 5.508]

Overview

Housing assistance is available to U.S. citizens, U.S. nationals, and eligible immigrants. Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy [24 CFR 5.508(g)(5)]

Non-Citizen Rule

In accordance with HUD regulations, the AHA is prohibited from making housing assistance available for the benefit of non-citizens with ineligible immigration status.

Immigration status verification must be conducted at the same time as other eligibility criteria. A Declaration of Eligible Immigration Status Form is required. Each applicant must sign a declaration that he/she is a U.S. Citizen or National or eligible immigrant. The declaration is signed by each adult family member who will reside in the unit. The adult who is responsible for children under 18 must sign the declaration for the children. Refusal to sign the declaration for U.S. Citizenship or eligible immigration status may result in denial of assistance.

In cases where not every family member meets the eligibility status, the family's housing assistance is pro-rated. Only family members with eligible immigration status will receive rental assistance.

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The AHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the AHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

In accordance with HUD regulations, the AHA is prohibited from making housing assistance available for the benefit of non-citizens with ineligible immigration status.

AHA Verification [HCV GB, pp. 5-3 and 5-7]

Immigration status verification must be conducted at the same time as other eligibility criteria. A Declaration of Eligible Immigration Status Form is required. Each applicant must sign a declaration that he/she is a U.S. Citizen or National or eligible immigrant. The declaration is signed by each adult family member who will reside in the unit. The adult who is responsible for children under 18 must sign the declaration for the children. Refusal to sign the declaration for U.S. Citizenship or eligible immigration status may result in denial of assistance.

In cases where not every family member meets the eligibility status, the family's housing assistance is pro-rated. Only family members with eligible immigration status will receive rental assistance.

Primary Verification Procedures

For those indicating that they are not U. S. Citizens or Nationals, the AHA requires that they provide documentation such as Form 1551, I94, and I688. This information is verified by the Housing Specialists through the INS automated SAVE system (System for Alien Verification for Entitlements).

The INS SAVE system will not identify the applicant's program eligibility. Therefore, the AHA must make the determination if the person's status makes him/her eligible for AHA rental assistance.

Secondary Verification

If the primary verification system does not provide sufficient information for the Housing Specialist to determine and applicant's eligibility for assistance, or if the INS cannot find the record to provide the eligibility status, the AHA will request a secondary verification from INS. A second search must be requested within 10 business days of receiving the results of the primary verification. The Secondary Verification is done through a manual search of INS records to determine a person's immigration status. If secondary verification fails to confirm eligible immigration status, the family needs to make an appeal to INS. The AHA will not be liable for any action delay, or failure of the INS in conducting the automated or manual verification.

Appeal to Immigration and Naturalization Service (INS)

The family must request the appeal within thirty (30) calendar days of notice if the secondary verification fails to confirm eligible immigration status. If not requested within thirty (30) calendar days, AHA may extend the appeal period if good cause is shown. The family must appeal directly to INS and send a copy of the appeal and proof of the mailing to the AHA.

AHA Action Based on INS Determination

If the AHA denies or terminates assistance based on the INS determination, the applicant or participant has a right to request an Informal Hearing. In these cases, the AHA will comply with the Informal Hearing procedures for Non-Citizens Rule.

7-II.J. VERIFICATION OF PREFERENCE STATUS

The AHA must verify any preferences claimed by an applicant prior to issuing a voucher.

PART III: VERIFICATION INCOME AND ASSETS

Any assets and income reported by the family must be verified. This part provides AHA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. EARNED INCOME

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

7-III.B BUSINESS AND SELF EMPLOYMENT INCOME

Business owners and self-employed persons will be required to provide:

1. An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.
2. All schedules completed for filing federal and local taxes in the preceding year.
3. 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.
4. The AHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.
5. At any reexamination the AHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.
6. If a family member has been self-employed less than three (3) months, the AHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months, the AHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

The AHA will attempt to obtain information about social security/SSI benefits through the HUD UIV System or the Tenant Assessment Subsystem (TASS) when available. If not available, the AHA will attempt to contact the SSA for third-party written/oral verification of payments. If third-party verification is not available through either source, the family may provide an original SSA document that confirms the current benefits.

In the future, the AHA will add policy language herein regarding verification of fixed income sources using cost of living adjustments (COLA). The AHA has not adopted this 'streamlining' policy provision at this time.

7-III.D. ALIMONY OR CHILD SUPPORT

The way the AHA will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments. If payments are made through a state or local entity, the AHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments. The AHA may use the following forms of verification:

1. Third-party verification from the person paying the support.

2. Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
3. Copy of the latest check and/or payment stubs.
4. Family's self-certification of amount received and of the likelihood of support payments being received in the future or that support payments are not being received.

If the family declares that it ***receives irregular or no payments***, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

1. A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts.
2. If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts.

7-III.E. ASSETS AND INCOME FROM ASSETS

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The AHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28]. The AHA will verify the value of assets disposed of only if:

1. The AHA does not already have a reasonable estimation of its value from previously collected information, or
2. The amount reported by the family in the certification appears obviously in error.

7-III.E.1. Temporary Provision – Participant Self-certification of assets less than $5,000

On January 22, 2013 HUD published Notice 2012-03 Housing Choice Voucher Program Temporary Compliance Assistance. The temporary provisions established by this Notice will be available to PHAs until **March 31, 2014.** HUD issued PIH Notice 2013-03 on January 22, 2013 to permit public housing agencies with regulatory relief to enable PHAs to streamline eligibility determinations to reduce PHA operating costs.

Participating households to self-certify as to having assets of less than $5,000.

Based on PIH Notice 2013-03 the AHA shall accept a **family's declaration** of the amount of assets of less than $5,000, and the amount of income expected to be received from those assets. The AHA's application and reexamination documentation, which is signed by all adult family members, can serve as the declaration. **Where the program participant has net family assets equal to or less than $5000, the AHA is not required to request supporting documentation (e.g. bank statements) from the family to confirm the assets or the amount of income expected to be received from those assets.** Where the family has net family assets in excess of $5000, the AHA must obtain supporting documentation (e.g. bank statements) from the family to confirm the assets. Any assets will continue to be reported on HUD Form 50058.

7-III.F. NET INCOME FROM RENTAL PROPERTY

The family must provide:

1. A current executed lease for the property that shows the rental amount or certification from the current tenant; or
2. A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the AHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7-III.G. RETIREMENT ACCOUNTS

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

1. *Before* retirement, the AHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.
2. *Upon* retirement, the AHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.
3. *After* retirement, the AHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

7-III.H. FIXED INCOME

The term "fixed-income" includes income from:

- Social Security payments, to include Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI);
- Federal, state, local, and private pension plans; and
- Other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

The determination will be made by applying a verified cost of living adjustment (COLA) or current rate of interest to the previously verified or adjusted income amount. The COLA or current interest rate applicable to each source of fixed income must be obtained either from a public source or from tenant-provided, third-party generated documentation. In the absence of such verification for any source of fixed income, third-party verification of income amounts must be obtained.

This provision is available for program participants only and may be implemented at the family's next annual reexamination following adoption of the provision in the PHA's ACOP or Admin. Plan. The provision is not available for program applicants; in the initial year in which a streamlined income determination is made, the COLA must be applied to a source of income that has been verified previously.

In the initial year of employing a streamlined income determination, a PHA must determine whether a source of income is fixed. A PHA may do this by comparing the amount of income from the source to the amount generated during the prior year. If the amount is the same or if it has changed only as a result of a COLA or due to interest generated on a principal amount that remained otherwise constant, then the source is fixed. A PHA may also make such a determination by requiring a family to identify as to which source(s) of income are fixed. A PHA must document in the tenant file how it made the determination that a source of income is fixed.

For the second income determination involving a family member whose income was adjusted previously using a streamlined income determination, the adjustment would be made to the previously determined income amount (i.e., in year two, the COLA is applied to the year one income amount, as previously adjusted by a COLA). For any family member whose income is determined pursuant to a streamlined income determination, *third-party verification of all income amounts for all family members must be performed at least every three years*. This means that for the third income determination involving a family member whose income had been adjusted twice using a streamlined income determination, the PHA would need to obtain third-party verification of *all* income amounts. This also means that if a family member with a fixed-income source is added to the family during year two, for example, then the PHA must obtain third-party verification of all income amounts for that family member at the next reexamination if the PHA wishes to have all family members with fixed incomes on the same schedule with respect to streamlined annual reexaminations.

7-III.H. INCOME FROM EXCLUDED SOURCES

The AHA must obtain verification for income exclusions only if, without verification, the AHA would not be able to determine whether the income is to be excluded. For example: If a family's 16 year old has a job at a fast food restaurant, the AHA will confirm that AHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

The AHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family share (as is the case with the earned income disallowance). In all other cases, the AHA will report the amount to be excluded as indicated on documents provided by the family.

PART IV: VERIFYING MANDATORY DEDUCTIONS

7-IV.A DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that the AHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction- The AHA will verify that:

1. Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child
2. Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction- The AHA will verify that the head, spouse, or co head is 62 years of age or older or a person with disabilities. The verification must be completed through an independent third party verification process.

7-IV.B. MEDICAL EXPENSE DEDUCTION

1. The AHA will provide a third-party verification form directly to the medical provider requesting the needed information. Medical expenses will be verified through:
2. Third-party verification form signed by the provider, when possible
3. If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case the AHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The AHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.
4. If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.
5. In addition, the AHA must verify that the household is eligible for the deduction; the costs to be deducted are qualified medical expenses; the expenses are not paid for or reimbursed by any other source; costs incurred in past years are counted only once.

Eligible Household-The medical expense deduction is permitted only for households in which the head, spouse, or co head is at least 62, or a person with disabilities. The AHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in Chapter 7 (7-IV.A.) of this plan.

Unreimbursed Expenses-To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source. The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

Expenses Incurred in Past Years-When anticipated costs are related to on-going payment of medical bills incurred in past years, the AHA will verify:

1. The anticipated repayment schedule
2. The amounts paid in the past, and
3. Whether the amounts to be repaid have been deducted from the family's annual income in past years

7-IV.C. DISABILITY ASSISTANCE EXPENSES

Amount of Expense-Expenses for attendant care will be verified through:

1. Third-party verification form signed by the provider, when possible
2. If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source
3. If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months

Auxiliary Apparatus-Expenses for auxiliary apparatus will be verified through:

1. Third-party verification of anticipated purchase costs of auxiliary apparatus
2. If third-party is not possible, billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months
3. If third-party or document review is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.
4. In addition, the AHA must verify that: the family member for whom the expense is incurred is a person with disabilities; the expense permits a family member, or members, to work; and/or the expense is not reimbursed from another source.

Family Member is a Person with Disabilities-To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The AHA will verify that the expense is incurred for a person with disabilities.

Family Member(s) Permitted to Work-The AHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

The AHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work. If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses-To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source. An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source. The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

7-IV.D. CHILD CARE EXPENSES

The AHA must verify that:

1. The child is eligible for care.
2. The costs claimed are not reimbursed.
3. The costs enable a family member to pursue an eligible activity.
4. The costs are for an allowable type of child care.
5. The costs are reasonable.

Eligible Child- To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The AHA will verify that the child being cared for (including foster children) is under the age of 13

Unreimbursed Expense- To be eligible for the child care deduction, the costs must not be reimbursed by another source. The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

Pursuing an Eligible Activity- The AHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities. Whenever possible the AHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the AHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to the AHA any reports provided to the other agency. In the event third-party verification is not available, the AHA utilizes other forms of verification, including review of documents and self-certification.

Furthering Education- The AHA will ask that the academic or vocational educational institution verify enrollment for the person claiming the child care deduction.

Gainful Employment- The AHA will seek verification from the employer of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

Allowable Type of Child Care-The AHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members). The AHA will verify that the child care provider is not an assisted family member.

Reasonableness of Expenses- Only reasonable child care costs can be deducted. The actual costs the family incurs will be compared with the AHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

Exhibit 7-1: Excerpt from HUD Verification Guidance Notice

(PIH 2004-01, pp. 11-14)

Upfront (UIV)	**Highest (Highly Recommended, highest level of third party verification)**
Written 3rd Party	**High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information)**
Oral 3rd Party	**Medium (Mandatory if written third party verification is not available)**
Document Review	**Medium-Low (Use on provisional basis)**
Tenant Declaration	**Low (Use as a last resort)**

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Wages/Salaries	Use of computer matching agreements with a State Wage Information Collection Agency (SWICA) to obtain wage information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the independent sources to obtain wage information.	In the event the independent source does not respond to the PHA's written request for information, the PHA may contact the independent source by phone or make an in person visit to obtain the requested information.	When neither form of third party verification can be obtained, the PHA may accept original documents such as consecutive pay stubs (HUD recommends the PHA review at least three months of pay stubs, if employed by the same employer for three months or more), W-2 forms, etc. from the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from earnings. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
	Agreements with private vendor agencies, such as The Work Number or ChoicePoint to obtain wage and salary information.	The PHA may have the tenant sign a Request for Earnings Statement from the SSA to confirm past earnings. The PHA mails the form to SSA and the statement will be sent to the address the PHA specifies on the form.			
	Use of HUD systems, when available.				

Verification of Employment Income: The PHA should always obtain as much information as possible about the employment, such as start date (new employment), termination date (previous employment), pay frequency, pay rate, anticipated pay increases in the next twelve months, year-to-date earnings, bonuses, overtime, company name, address and telephone number, name and position of the person completing the employment verification form.
Effective Date of Employment: The PHA should always confirm start and termination dates of employment.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Self-Employment	Not Available	The PHA mails or faxes a verification form directly to sources identified by the family to obtain income information.	The PHA may call the source to obtain income information.	The PHA may accept any documents (i.e. tax returns, invoices and letters from customers) provided by the tenant to verify self-employment income. **Note:** The PHA must document in the tenant file, the reason third party verification was not obtained.	The PHA may accept a notarized statement or affidavit from the tenant that declares the family's total annual income from self-employment. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Verification of Self-Employment Income: Typically, it is a challenge for PHAs to obtain third party verification of self-employment income. When third party verification is not available, the PHA should always request a notarized tenant declaration that includes a perjury statement.					
Social Security Benefits	Use of HUD Tenant Assessment System (TASS) to obtain current benefit history and discrepancy reports.	The PHA mails or faxes a verification form directly to the local SSA office to obtain social security benefit information. **(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)**	The PHA may call SSA, with the tenant on the line, to obtain current benefit amount. **(Not Available in some areas because SSA makes this data available through TASS. SSA encourages PHAs to use TASS.)**	The PHA may accept an original SSA Notice from the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly social security benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Welfare Benefits	Use of computer matching agreements with the local Social Services Agency to obtain current benefit amount electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Social Services Agency to obtain welfare benefit information.	The PHA may call the local Social Services Agency to obtain current benefit amount.	The PHA may review an original award notice or printout from the local Social Services Agency provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly welfare benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Child Support	Use of agreement with the local Child Support Enforcement Agency to obtain current child support amount and payment status electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may call the local Child Support Enforcement Agency or child support payer to obtain current child support amount and payment status.	The PHA may review an original court order, notice or printout from the local Child Support Enforcement Agency provided by the tenant to verify current child support amount and payment status. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares current child support amount and payment status. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Unemployment Benefits	Use of computer matching agreements with a State Wage Information Collection Agency to obtain unemployment compensation electronically, by mail or fax or in person. Use of HUD systems, when available.	The PHA mails, faxes, or e-mails a verification form directly to the State Wage Information Collection Agency to obtain unemployment compensation information.	The PHA may call the State Wage Information Collection Agency to obtain current benefit amount.	The PHA may review an original benefit notice or unemployment check stub, or printout from the local State Wage Information Collection Agency provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares unemployment benefits. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.
Pensions	Use of computer matching agreements with a Federal, State, or Local Government Agency to obtain pension information electronically, by mail or fax or in person.	The PHA mails, faxes, or e-mails a verification form directly to the pension provider to obtain pension information.	The PHA may call the pension provider to obtain current benefit amount.	The PHA may review an original benefit notice from the pension provider provided by the tenant. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.	The PHA may accept a notarized statement or affidavit from the tenant that declares monthly pension amounts. **Note:** The PHA must document in the tenant file, the reason third party verification was not available.

Income Type	Upfront	Written Third Party	Oral Third Party	Document Review	Tenant Declaration
	(LEVEL 5)	(LEVEL 4)	(LEVEL 3)	(LEVEL 2)	(LEVEL 1)
Assets	Use of cooperative agreements with sources to obtain asset and asset income information electronically, by mail or fax or in person.	The PHA mails, faxes, or emails a verification form directly to the source to obtain asset and asset income information.	The PHA may call the source to obtain asset and asset income information.	The PHA may review original documents provided by the tenant. **Note: The PHA must document in the tenant file, the reason third party verification was not available.**	The PHA may accept a notarized statement or affidavit from the tenant that declares assets and asset income. **Note: The PHA must document in the tenant file, the reason third party verification was not available.**
Comments	Whenever HUD makes available wage, unemployment, and SSA information, the PHA should use the information as part of the reexamination process. Failure to do so may result in disallowed costs during a RIM review.	**Note:** The independent source completes the form and returns the form directly to the PHA. Agency. The tenant should not hand carry documents to or from the independent source.	The PHA should document in the tenant file, the date and time of the telephone call or in person visit, along with the name and title of the person that verified the current income amount.		The PHA should use this verification method as a last resort, when all other verification methods are not possible or have been unsuccessful. **Notarized statement should include a perjury penalty statement.**

Note: The PHA must not pass verification costs along to the participant.

Note: In cases where the PHA cannot reliably project annual income, the PHA may elect to complete regular interim reexaminations (this policy should be apart of the PHA's written policies.)

Exhibit 7-2: Summary of Documentation Requirements for Noncitizens

[HCV GB, pp. 5-9 and 5-10]

<table>
<tr><td colspan="2">

- **All Noncitizens** claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the AHA.
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

</td></tr>
<tr><td colspan="2">

Elderly Noncitizens

- A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

</td></tr>
<tr><td colspan="2">

All other Noncitizens

- Noncitizens that claim eligible immigration status also must present the applicable BCIS document. Acceptable BCIS documents are listed below.

</td></tr>
<tr><td>

- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record annotated with one of the following:
  - “Admitted as a Refugee Pursuant to Section 207”
  - “Section 208” or “Asylum”
  - “Section 243(h)” or “Deportation stayed by Attorney General”
  - “Paroled Pursuant to Section 221 (d)(5) of the BCIS”

</td><td>

- Form I-94 Arrival-Departure Record with no annotation accompanied by:
  - A final court decision granting asylum (but only if no appeal is taken);
  - A letter from a BCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a BCIS district director granting asylum (application filed before 10/1/90);
  - A court decision granting withholding of deportation; or
  - A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).

</td></tr>
<tr><td>

- Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.

</td><td>

Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.

</td></tr>
<tr><td colspan="2">

- A receipt issued by the BCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the BCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

</td></tr>
</table>

CHAPTER 8 - VOUCHER ISSUANCE AND BRIEFINGS

INTRODUCTION

The AHA's goals and objectives are designed to assure that families selected to participate in the HCV Program are equipped with the tools necessary to locate an acceptable housing unit. Families are provided sufficient information regarding the program and how to achieve maximum benefit while complying with program requirements.

When eligibility has been determined, the AHA will conduct a mandatory briefing to ensure that families understand how the program works. The briefing will provide a description of owner and family responsibilities, AHA procedures, and how to lease a unit. The family will also receive a briefing packet which provides detailed information about the program including maps indicating areas in the city of Arlington of deconcentrated poverty and minority composition. This chapter describes how briefings will be conducted, the information that will be provided to families, and the policies for how changes in the family composition will be handled.

8-A. ISSUANCE OF VOUCHERS

[24 CFR 982.204(d), 982.54(d)(2)]; [24 CFR 982.301, 982.302]

When funding is available, the AHA will issue vouchers to applicants whose eligibility has been determined. AHA must ensure that it does not exceed its unit or funding allocation. The AHA reviews and evaluates its utilization status monthly to determine the number of vouchers that can be issued and to what extent the AHA can over-issue or under-utilize vouchers to maximize program utilization without exceeding its allocation by the end of the fiscal year.

The AHA may temporarily over-issue vouchers only to the extent necessary to meet its annual leasing goals. The AHA must adjust monthly issuance of vouchers in order not to exceed the budget limitations or unit allocation for a fiscal or calendar year.

8-B. BRIEFING TYPES AND REQUIRED ATTENDANCE

[24 CFR 982.301]

Initial Applicant Briefing

A full HUD-required briefing will be conducted for applicant families who are determined to be eligible for assistance. The briefings will be conducted in individual or group meetings. Families who attend group briefings and still have the need for individual assistance will be referred to a Housing Specialist.

The purpose of the briefing is to explain how the program works and the documents in the voucher holder's packet to families so that they are fully informed about the program. This will enable them to utilize the program to their advantage, and prepare them to discuss the program with potential owners and property managers.

The AHA will not issue a voucher to a family unless the household representative has attended a briefing and signed the voucher. Waiting List applicants will be notified in writing at least ten (10) calendar days before they are to attend a preliminary/briefing meeting. Applicants notified to attend a preliminary/briefing meeting who do not attend will be cancelled from the waiting list. Applicants who request to be rescheduled up to ten (10) calendar days of the scheduled meeting date will be rescheduled for the next appointment. This notification must be in writing. Effective June 17, 2005, an applicant may not reschedule his/her preliminary briefing more than two consecutive times unless approved by the

Waiting List Supervisor or Executive Director due to extenuating circumstances (i.e. hospitalization, military service, etc.).

Applicants who are notified to attend a preliminary meeting who no longer meet the preference(s) must turn in a Status Change Form within ten (10) calendar days of their preliminary meeting in order to remain on the Waiting List. Failure to turn in the Status Change Form within ten (10) calendar days will result in cancellation from the Waiting List.

The AHA will conduct individual briefings for families with disabilities at their home, upon request by the family, if required for reasonable accommodation.

Briefing Packet [24 CFR 982.301(b)]

The family is provided with the following information and materials:

1. A Housing Choice Voucher, including the term of the voucher, and the AHA policy for requesting extensions or suspensions of the voucher.
2. A description of the method used to calculate the housing assistance payment for a family, including how the AHA determines the payment standard for a family; how the AHA determines total tenant payment for a family; information on the payment standard and utility allowance schedule; and how the AHA determines the maximum allowable rent for an assisted unit [including the rent reasonableness standard].
3. A list of available units where the family may lease a unit including properties outside areas of poverty or minority concentration.
4. Information that explains how portability works, including a list of neighboring housing agencies with the address and telephone numbers for contacting those housing agencies for use by families who move under portability.
5. The HUD required tenancy addendum and the form the family must use to request approval of tenancy and a description of the procedure for requesting approval for a tenancy.
6. The AHA Subsidy Standards, including when and how exceptions are made.
7. The HUD brochure "A Good Place to Live" on how to select a unit that complies with HQS.
8. The HUD pamphlet on lead-based paint entitled *Protect Your Family From Lead in Your Home* and information about where blood level testing is available.
9. Maps showing the areas of low poverty of the jurisdiction and surrounding areas for the purpose of expanding housing opportunities for families. Information about school performance and job centers (for SEMAP).
10. Information on Federal, State and local equal opportunity laws and a copy of the housing discrimination complaint form. The AHA will also include the pamphlet "Fair Housing: It's Your Right" and other information about fair housing laws and guidelines.
11. If the family includes a person with disabilities, notice that the AHA will provide a list of available accessible units known to the AHA, upon request. The AHA will ensure compliance with CFR 8.6 to ensure effective communication.
12. The family obligations under the program.
13. The grounds on which the AHA may terminate assistance for a participant family because of family action or failure to act.
14. AHA informal hearing procedures including when the AHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

8-C. ENCOURAGING PARTICIPATION IN AREAS WITHOUT LOW INCOME OR MINORITY CONCENTRATION

Outreach to Property Owners

In order to promote broad geographical choice in the selection of units by certified HCV participants, staff solicits property owners and agents to list their vacancies for use by eligible families.

Major local newspapers (i.e. *Star-Telegram)* will be used as needed to notify property owners about rental assistance programs along with presentations to various community groups. The AHA also makes personal contact with private property owners, property managers in individual or small groups, and real estate agencies to encourage participation in the rental assistance program by utilizing units that are outside low income and minority areas. A listing of properties participating in the program is maintained by the Housing Office and is regularly updated. News articles, which paint a positive image of, assisted housing accomplishments and activities will be published as they occur. As new federal regulations are received and implemented, participating property owners and participants will be apprised through AHA's Annual Report, newsletter, participant briefings, special mailings, and information conveyed through the internal and other media resources. The "Equal Opportunity in Housing" logo will be included in all advertisements.

Property owners will be provided with Equal Opportunity requirements as set forth in Executive Order 11063, Title VIII of the Civil Rights Act of 1968, and subsequent amendments. Property owners are advised that families will be briefed about Fair Housing, and will be instructed and assisted as needed in completing the Department of Housing and Urban Development (HUD) forms for filing housing discrimination complaints.

Staff attends meetings and makes personal contact with local social service agencies, and public organizations and attends neighborhood association meetings in which property owners are invited to participate. The AHA staff also cooperates with community officials, and makes presentations to concerned citizens, neighborhood groups, and property owners that are interested providing quality housing for very low-income persons in Arlington.

The geographical area in which AHA certified participants may reside is within the jurisdictional boundaries of Arlington, Texas. Participants are eligible to move outside of AHA's jurisdictional boundaries in accordance with HUD portability regulations, or unless they are participants of the Preservation Program which is administered in the City of Irving, Texas, as required by HUD.

A list of all apartment complexes in Arlington and a list of single family rental units that may be available for rent is given to each applicant at the time of certification. Information is also provided about areas of low poverty. Applicants with vouchers are given maps of the city of Arlington and surrounding area which delineate the areas of low poverty and concentration of poverty. By comparing the map with the information provided, participants are able to identify property owners willing to lease rental properties in areas of low poverty and low minority concentration.

At the orientation briefing, families are encouraged to search for housing in non-impacted areas. .

The AHA will investigate and analyze when voucher holders are experiencing difficulties locating or obtaining housing units outside areas of concentration. The assistance provided to such families includes:

1. Direct contact with landlords.
2. Counseling with the family
3. Meeting with neighborhood groups to promote understanding.
4. Formal or informal discussions with landlords and landlord groups
5. Formal or informal discussions with social service agencies
6. Meeting with rental referral companies or agencies
7. Meeting with fair housing groups or agencies

8-D. ASSISTANCE TO FAMILIES WHO CLAIM DISCRIMINATION

(SEE: APPENDIX 6- EQUAL OPPORTUNITY HOUSING PLAN)

The AHA will give participants a copy of HUD Form 903and the applicable HUD website to file a complaint. The AHA will provide assistance to complete the form.

8-E. SECURITY DEPOSIT REQUIREMENTS

[24 CFR 982.313]

The owner may collect a security deposit from the tenant. Security deposits charged by owners may not exceed those charged to unassisted tenants (nor the maximum prescribed by State or local law).

For lease-in-place families, a security deposit should have already been paid. In these cases, the owner should settle the issue with the tenant prior to the beginning of AHA assistance.

8-F. TERM OF VOUCHER

[24 CFR 982.303, 982.54(d)(11)]

During the briefing session, each household will be issued a voucher which represents a contractual agreement between the AHA and the Family specifying the rights and responsibilities of each party. It does not constitute or guarantee admission to the program. Program admission occurs when the contract becomes effective.

Expirations

The voucher is valid for a period of at least sixty (60) calendar days from the date of issuance. The family must submit a Request for Approval of the Tenancy and Lease within the sixty (60) day period unless an extension has been granted by the AHA. If the voucher has expired, and has not been extended by the AHA or expires after an extension, the family will be denied assistance. The family will not be entitled to a review or hearing. If the family is currently assisted, they may remain as a participant in their unit if there is an assisted lease/contract in effect, contingent upon funding availability. At the discretion of the AHA, a Housing Voucher(s) may be issued for a term of less than sixty (60) calendar days, due to a business necessity, with authorization of the Executive Director. Under normal circumstances, the voucher term shall be at least sixty (60) calendar days.

8-G. PROCEDURES FOR EXTENDING HOUSING CHOICE VOUCHERS

(CFR 982.303)

The Housing Choice Voucher expires at the end of the term of the voucher unless the family submits a written request to extend their voucher. To request an extension of a voucher, the family is responsible completing the Voucher Extension Request Form stating the reason for an extension. The form will be placed in the family's file. With the approval of the Housing Coordinator or designee, the housing voucher may be extended for additional days for extenuating circumstances. Examples of such circumstances include hospitalization, the family size, special requirements that make finding a unit difficult, or a family emergency affecting an immediate family member. The approved extension is recorded on the voucher and in the family's file. The family will be notified in writing.

Special consideration will be given to hard to house families who are having difficulty finding suitable housing because of the special needs of a family member with a disability. In some cases hard to house families and disabled families may be granted an extension by the Housing Management Supervisor beyond the initial extension. Only in cases approved by the Executive Director, or his/her designee will families be allowed more than 120 calendar days to find suitable housing. The extension is logged on the voucher and in the family's file and the family will be notified in writing.

Assistance to Voucher Holders

Families who require additional assistance during their search may call the AHA office to request assistance. Voucher holders will be notified at their briefing session that the AHA periodically updates the listing of available units and how the updated list may be obtained. The AHA will assist families with negotiations with owners and provide other assistance related to the families' search for housing.

8-H. VOUCHER ISSUANCE DETERMINATION FOR SPLIT HOUSEHOLDS

[24 CFR 982.315]

In those instances when a family assisted under the HCV program becomes divided into two otherwise eligible families due to divorce, legal separation, or the division of the family, and the new families cannot agree as to which new family unit should continue to receive the assistance, and there is no determination by a court, the AHA shall consider the following factors to determine which of the families will continue to be assisted:

1. Which of the two new family units has custody of dependent children;
2. Which family member was the head of household when the voucher was initially issued (listed on the initial application);
3. The composition of the new family units, and which unit contains elderly or disabled members;
4. Whether domestic violence was involved in the breakup;
5. Which family members remain in the unit;
6. Recommendations of social service professionals.

Documentation of these factors will be the responsibility of the requesting parties. If documentation is not provided, the AHA will terminate assistance on the basis of failure to provide information necessary for a recertification.

8-I. REMAINING MEMBER OF TENANT FAMILY - RETENTION OF VOUCHER

[24 CFR 982.315]

To be considered the remaining member of the tenant family, the person must have been previously approved by the AHA to be living in the unit. A live-in attendant, by definition, is not a member of the family and will not be considered a remaining member of the Family. A reduction in family size may require a reduction in the voucher family unit size.

On February 7, 2001, the AHA Board of Commissioners (per Resolution 01-04) approved establishing a policy that protects the interest of minor children, if the custodial parent dies or is incapacitated. This policy is intended to assist head of households who are subject to circumstances beyond their control (i.e. medical conditions or death). It does not include incarcerated individuals or cases of abandonment of the children.

In these instances, the HCV Program Coordinator has discretion, on a case by case basis, to acknowledge an otherwise-eligible adult who was not part of the household as head-of-household and continue to receive rental assistance for the children. The HCV Program Coordinator shall use one or more of the following criteria in verifying the new adult as head-of-household:

1. a court's determination concerning conservatorship of the child or children;
2. a notarized family certification from the child or children's extended family members and others as needed, verifying the person that has accepted the obligation to care for and support the child or children as imposed by law upon a person granted legal custody; and
3. a voluntary Statement of Paternity.

All documentation must be acceptable to the AHA.

To further recognize and protect the interest of minor children, the HCV HAP contract will be placed on hold up to 180 days so as to allow the court or family member reasonable time to determine the most suitable caretaker for the child or children, and to provide the AHA with necessary information and verifications. The 180 day hold will be reviewed and approved at thirty (30) day intervals. In the absence of a court's decision, all decisions made by the AHA regarding the interest of minor children in continuing to receive the benefit of HCV rental assistance are subject to the family's right to due process through an informal AHA hearing.

CHAPTER 9 - REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

INTRODUCTION

[24 CFR 982.302], [24 CFR 982.305(a)]

The AHA's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The AHA's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a voucher, they may search for a unit anywhere within the jurisdiction of the AHA, or outside of the AHA's jurisdiction if they qualify for portability (if the AHA has sufficient budget authority and if the applicant has lived in Arlington for the past year while being on the waiting list). The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a Housing Assistance Payments Contract with the AHA.

This chapter defines the types of eligible housing, the AHA's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of Requests For Tenancy Approval (RFTA).

9-A. REQUEST FOR TENANCY APPROVAL

[24 CFR 982.302, 982.305(b)]

The Request for Tenancy Approval (RTA) and a copy of the proposed lease, including the HUD prescribed tenancy addendum, must be submitted by the family during the term of the voucher. The family must submit the Request for Tenancy Approval in the form and manner required by the AHA. The Request for Tenancy Approval must be signed by both the owner and voucher holder.

The AHA will review the proposed lease and the Request for Tenancy Approval documents to determine whether or not they are approvable. The request will be approved if:

1. The unit is an eligible type of housing.
2. The unit meets HUD's Housing Quality Standards (and any additional criteria as identified in this Administrative Plan).
3. The rent is reasonable.
4. The security deposit is approvable in accordance with any limitations in this plan.
5. The proposed lease complies with HUD and AHA requirements (See "Lease Review" section below).
6. The owner is approvable, and there are no conflicts of interest.
7. If the gross rent for the unit exceeds the applicable payment standard for the family, the family share of rent may not exceed 40% of the family monthly adjusted income.

Disapproval of RTA

If the AHA determines that the request cannot be approved for any reason, the landlord and the family will be notified. The AHA will instruct the owner and family of the steps that are necessary to approve the request.

When, for any reason, an RTA is not approved, the AHA will furnish another RTA form to the family along with the notice of disapproval so that the family can continue to search for eligible housing up to the last day that their voucher is valid.

9-B. ELIGIBLE TYPES OF HOUSING

24 CFR 982.353]

All structure types can be utilized, including manufactured homes where the tenant leases the mobile home and the pad.

9-C. LEASE REVIEW

[24 CFR 982.308]

The AHA will review the lease, to make sure that the lease is executed and contains the 7 items specified below. The tenant also must have legal capacity to enter a lease under state and local law. Responsibility for utilities, appliances and optional services must correspond to those provided on the on the Request For Tenancy Approval.

The family and owner must submit a standard form of lease used in the locality by the owner and that is generally used for other unassisted tenants in the premises. The terms and conditions of the lease must be consistent with state and local law.

The lease must specify:

1. The names of the owner and tenant.
2. The address of the unit rented (including apartment number, if any).
3. The amount of the monthly rent to owner.
4. The utilities and appliances to be supplied by the owner.
5. The utilities and appliances to be supplied by the family.
6. The HUD prescribed tenancy addendum must be included in the lease word-for-word before the lease is executed.
7. Effective September 15, 2000, the owner's lease must include the Lead Warning Statement and disclosure information required by 24 CFR 35.92(b).

Actions Before Lease Term

All of the following must always be completed before the beginning of the initial term of the contract for a unit:

1. The AHA has inspected the unit and has determined that the unit satisfies the HQS.
2. The AHA has determined that the rent charged by the owner is reasonable.

3. The landlord and the tenant have executed the lease, including the HUD-prescribed tenancy addendum.
4. The AHA has approved leasing of the unit in accordance with program requirements.
5. When the gross rent exceeds the applicable payment standard for the family, the AHA must determine that the family share (total family contribution) will not be more than 40% of the family's monthly adjusted income.

9-D. SEPARATE AGREEMENTS

Separate agreements are not necessarily illegal side agreements. Families and owners will be advised of the prohibition of illegal side payments for additional rent, or for items normally included in the rent of unassisted families, or for items not shown on the approved lease.

The family is not liable under the lease for unpaid charges for items covered by separate agreements and nonpayment of these agreements cannot be cause for eviction.

Owners and families may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the AHA.

Any appliances, services or other items which are routinely provided to unassisted families as part of the lease (such as air conditioning, dishwasher or garage) or are permanently installed in the unit, cannot be put under separate agreement and must be included in the lease. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item.

If the family and owner have come to a written agreement on the amount of allowable charges for a specific item, so long as those charges are reasonable and not a substitute for higher rent, they will be allowed. All agreements for special items or services must be attached to the lease approved by the AHA. If agreements are entered into at a later date, they must be approved by the AHA and attached to the lease.

The AHA will not approve separate agreements for modifications to the unit for persons with disabilities. The modifications are usually within the dwelling and are critical to the use of the dwelling.

9-E. INITIAL INSPECTIONS

[24 CFR 982.305(a) & (b)]

See "Housing Quality Standards and Inspections" chapter of this Administrative Plan.

9-F. RENT LIMITATIONS

[24 CFR 982.507]

The AHA will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease on the private unassisted market, and the rent charged by the owner for a comparable unassisted unit in the building or premises.

By accepting each monthly housing assistance payment from the AHA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. The owner is required to provide the AHA with information requested on rents charged by the owner on the premises or elsewhere.

The AHA has developed, and implements a reasonable written method to determine and document that the rent paid to a property owner is reasonable based on current rents for comparable unassisted units. This analysis is completed 1) at the time of initial leasing, 2) before any increase in the rent to owner (usually at the HAP contract anniversary), 3) if there is a 5% decrease in the published Fair Market Rent in effect sixty (60) calendar days before the HAP contract anniversary, or 4) if directed by HUD. **(See Chapter 11 for methodology)**

At all times during the tenancy, the rent to owner may not be more than the most current reasonable rent as determined by the AHA.

9-G. DISAPPROVAL OF PROPOSED RENT

[24 CFR 982.502]

In any of the programs, if the proposed rent is not reasonable, at the family's request, the AHA will negotiate with the owner to reduce the rent to a reasonable rent. If the rent is not affordable because the family share would be more than 40% of the family's monthly adjusted income, the AHA will negotiate with the owner to reduce the rent to an affordable rent for the family. At the family's request, the AHA will negotiate with the owner to reduce the rent or include some or all of the utilities in the rent to owner.

If the rent can be approved after negotiations with the owner, the AHA will continue processing the Request for Tenancy Approval and lease. If the revised rent involves a change in the provision of utilities, a new Request for Tenancy Approval must be submitted by the owner.

If the owner does not agree on the rent to owner after the AHA has tried and failed to negotiate a revised rent, the AHA will inform the family and owner that the lease is disapproved.

9-H. INFORMATION TO OWNERS

[24 CFR 982.307(b), 982.54(d)(7)]

As required by the Conforming Rule CFR 982.307 (b) (2), the AHA will provide property owners with the information specifically required by the rule. This includes:

1. the family's current address as shown in the AHA records;
2. the name and address, if known, of the property owner at the family's current unit; and
3. the prior address of the family.

The AHA will also advise all property owners that AHA has not screened the family's behavior or suitability for tenancy and that such screening is the property owner's responsibility (CFR 982.307-Tenant Screening).

9-I. OWNER DISAPPROVAL

[24 CFR 982.306]

See the chapter on "Owner Disapproval and Restriction."

9-J. CHANGE IN TOTAL TENANT PAYMENT (TTP) PRIOR TO HAP EFFECTIVE DATE

When the family reports changes in factors that will affect the total family share prior to the effective date of the HAP contract at admission, the information will be verified and the total family share will be recalculated. If the family does not report any change, the AHA need not obtain new verifications before signing the HAP contract, even if verifications are more than sixty (60) calendar days old.

9-K. CONTRACT EXECUTION PROCESS

24 CFR 982.305(c)]

The AHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the lease agreement, and the owner and the AHA will execute the HAP contract. Copies of the documents will be furnished to the parties (tenant and landlord). The AHA will retain a copy of all signed documents (contract, lease, RTA, and Tenancy Addendum).

The AHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than sixty (60) calendar days after commencement of the lease term and no payments will be made until the contract is executed.

Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit's address. Owners must also provide an employer identification number or social security number. Owners must also submit proof of ownership of the property, such as a grant deed or tax bill, and a copy of the management agreement if the property is managed by a management agent. The owner must provide a home telephone number and business number if applicable.

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister or brother of any family member. The AHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

9-L. PLAN TO CANCEL CONTRACTS

Per 982.454 of the CFR, “a PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families under the program.” The CFR gives no guidance on which contracts to cancel first. The AHA has developed a plan to cancel contracts, should the AHA have insufficient budget authority to lease additional vouchers (SEE: APPENDIX 11-PLAN TO CANCEL CONTRACTS).

CHAPTER 10 - HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The AHA will inspect each unit under contract at least annually. The AHA will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the AHA's required standards and to assure consistency in the AHA's program. This chapter describes the AHA's procedures for performing HQS and other types of inspections, and AHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and AHA requirements. (See 10-J.).

10-A. GUIDELINES/TYPES OF INSPECTIONS

[24 CFR 982.401(a), 982.405]

All units must meet the minimum standards set forth in the City of Arlington's Building/Housing Code. In cases of inconsistency between the Code and these HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The AHA will not promote any additional acceptability criteria which are likely to adversely affect the health or safety of participant families, or severely restrict housing choice (SEE: APPENDIX 7- LEAD-BASED PAINT POLICIES AND PROCEDURES).

Housing Quality Standards (HQS) – Housing Choice Voucher inspections are made initially and at least biennially to ensure the unit, building and premises are decent, safe and sanitary and are in compliance with Housing Quality Standards. For all other rental housing assistance programs administered by the AHA, inspections are made initially and at least annually.

10-B. INITIAL HQS INSPECTION

24 CFR 982.401(a), 982.305(b)(2)]

Timely Initial/Move In HQS Inspection

Conducted upon receipt of Request for Tenancy Approval. The AHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service. The AHA will periodically review of the average time required for a family and owner to have a unit inspected from the time the RTA is submitted by the family and owner to the AHA. If the AHA determines after a review of files that the average time for a family and owner to obtain an initial inspection is longer than fifteen (15) business days, the AHA will review staffing needs relevant to HQS inspection.

This type of inspection is conducted within five (5) business days of the date the unit is ready for inspection (the date the owner enters on the Request For Lease Approval) and before a new participant moves into a unit and a contract is issued. An initial inspection occurs prior to the move-in of a new admission to the program or at the time a current participant relocates (moves) to a new unit. These

inspections are conducted by AHA housing inspectors throughout the month as participants bring in their Lease Approval Packet and when the unit is ready for the inspection. Most inspections are made with the owner present, and occasionally the participant will attend.

The Initial Inspection will be conducted to:

1. Determine if the unit and property meet the HQS.
2. Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.
3. Document information to be used for determination of rent-reasonableness.

If the unit passes HQS, the inspection form will be given to the Housing Specialists to process and sign the HAP contract. If the unit fails HQS, a notification letter will be sent to the participant, and owner/agent listing all necessary repairs. After the repairs have been completed, a re-inspection of the unit is conducted. If the owner/agent has not notified the Inspection Department that repairs have been made, the Request for Lease Approval will be held for ten (10) business days and then returned to the Housing Specialist. The unit will not qualify for the HCV Program until it passes HQS.

10-C. HQS INSPECTIONS

[24 CFR 982.405(a)]

The Appropriations Act for fiscal year 2014 allows PHAs to transition to biennial HQS inspections for the Housing Choice Voucher (HCV) program. The Arlington Housing Authority adopted biennial HQS inspections for the HCV program as a cost savings measure to reduce the administrative and financial burden on the Housing Authority by reducing the number of required inspections. For any unit under a HAP contract where an HCV HQS inspection has been completed *within the 12 months preceding July 1, 2014*, the 2014 Act allows the PHA to shift immediately to a biennial re-inspection schedule. For instance, a unit that passed an HCV HQS inspection on May 1, 2014 does not have to be re-inspected until May 1, 2016. For any unit where the most recent HCV HQS inspection took place *prior to July 1, 2013*, the PHA is required to complete an annual HQS inspection. Once the unit has been inspected, the PHA will then have the option to re-inspect in two years, thereby transitioning to biennial inspections henceforth. PHAs may, at their discretion, continue to inspect more frequently. Effective August 1, 2014, the AHA will transition from Annual HQS inspections to Biennial HQS inspections for the HCV program. As a result, going forward (August 1, 2014 and forward) the AHA will conduct Biennial HQS Inspections for the HCV program, i.e.; the AHA will conduct an HQS inspection at least every two years.

The AHA continued to perform biennial HQS inspections under the waiver provision offered by the US Department of HUD. With the publication of the Streamlining Final Rule and PIH Notice 2016-05, the AHA has adopted the discretion to conduct HQS inspections biennially i.e.; inspections every other year for all HCV units in its portfolio rather than annually. While the rule offers the opportunity to use alternative inspection methods the AHA has not elected to adopt this flexibility.

All other rental housing assistance programs administered by the AHA will remain as annual inspections.

This HQS biennial inspection is conducted approximately three months prior to the participant's contract effective date. The family must allow the AHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)]. A notification letter is sent to the participant and owner/agent identifying the date and time of the annual inspection.

If the inspection is unable to be conducted because the participant or owner/agent fails to keep the appointment, as notice of notice of a final inspection will be sent to both the participant and owner/agent. If there is no response, and/or the unit cannot be inspected, according to the notice, the Housing Specialist will send a Notice of Termination to both the participant and owner/agent. The notice to terminate housing assistance shall comply with the requirements set forth in chapter 15.

HQS deficiencies that are the responsibility of the owner must be corrected within the prescribed timeframe given in the notice. If the unit fails HQS, the inspector will send an inspection report to the owner that includes a list of the repairs to be made. Both participant and owner/agent will receive copies of the report. The report shall also identify the deadline to complete repairs.

HQS deficiencies that are the responsibility of the tenant must be corrected within the timeframe prescribed in the notice by the housing inspector. Both tenant and owner will receive a copy of the inspection report.

10-D. DETERMINATION OF RESPONSIBILITY

[24 CFR 982.404, 982.54(d)(14

The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to the AHA within ten (10) days of the inspection.

Time Standards for Repairs for Biennial Inspections

Assisted units are expected to be maintained in accordance with HQS at all times. Housing Choice Voucher assisted units are inspected at least biennially. All other rental housing assistance programs administered by the AHA require an annual inspection. If the inspector determines that the unit failed the HQS inspection, the inspector will provide the owner and tenant with a copy of the inspection report and give the owner and tenant notice that repairs must be completed within a specific time.

When required, HQS inspections are generally completed within ninety (90) calendar days prior to the contract anniversary date. Any conditions that fail HQS are to be completed within thirty (30) calendar days of the inspection. If repairs are not completed within the required thirty (30) calendar days, rent is abated effective the 1st of the following month. All life threatening HQS repairs are to be completed within 24 hours. Failure to complete the repair within 24 hours, rent is abated for each day on non-compliance on the 1st of the following month.

For tenant caused defects, takes prompt action to enforce the family obligations.

The inspector will file the inspection form in the calendar file under the date that the repairs are expected to be completed. If the owner/agent does not notify the Inspection Department of the anticipated date for completing the repairs prior to the completion date, the unit will be re-inspected on the date previously given. If the owner/agent does not complete the necessary repairs by the completion date, the Inspector will send a Final Notice to both participant and owner/agent and file the inspection form. No further notification will be made to the owner and the HAP to owner will stop in accordance with the Final Notice. However, a letter will be sent to the participant explaining why the unit failed HQS. If the participant wants to continue to receive housing assistance, he/she must contact their Housing Specialist to pick up a new leasing packet. The Housing Specialist will put a hold on the file for "Incomplete Re-certification due to Failed HQS". Housing Specialists will place cases on hold in the computer for abatement of rents or recertification and will follow through with any cancellation procedures if needed.

Any emergency HQS deficiency noted in the inspection must be corrected within 24 hours.

Rent Increases at the time of contract renewal

Contract rent increases may not be approved if the unit is in a failed condition, according to HQS.

10-E. EMERGENCY REPAIR ITEMS

[24 CFR 982.404(a)]

Inspections that result in the identification of fail conditions that endanger the family's health or safety must be corrected by the owner within 24 hours of notification. The AHA may give a short extension (of not more than 48 additional hours) whenever the responsible party cannot be notified, or it is impossible to effect the repair within the 24-hour period.

The following items are examples of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the inspector.

- Lack of adequate security for the unit
- Waterlogged interior ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak
- Electrical hazards which could result in shock or fire
- No heat when outside temperature is below 32 degrees Fahrenheit and temperature inside unit is below 40 degrees Fahrenheit.
- Utilities not in service
- No running water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet

In those cases where there is a health-safety condition and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the AHA.

Smoke Detectors

Inoperable smoke detectors are a serious health threat and will be treated by the AHA as an emergency (24 hour) fail item. If the smoke detector is not operating properly the AHA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The AHA will re-inspect the unit the following day.

If the AHA determines that the family has purposely disconnected the smoke detector (by removing batteries or by other means), the family will be required to repair the smoke detector within 24 hours and the AHA will re-inspect the unit the following day.

The AHA will issue a written warning to any family determined to have purposely disconnected the unit’s smoke detector. Warning will state that deliberate disconnection of the unit’s smoke detector is a health and fire hazard and is considered a violation of the HQS.

1. If the emergency repair item(s) are not corrected in the time period required by the AHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.
2. If emergency repair items are not corrected in the time period required by the AHA and it is an HQS breach for which the family is responsible, the AHA will terminate the assistance to the family and the owner's payment will not be abated for the breach of HQS.

10-F. SPECIAL/COMPLAINT INSPECTIONS

[24 CFR 982.405(c)]

If at any time the family or owner notifies the AHA that the unit does not meet Housing Quality Standards, the AHA will conduct an inspection. The AHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

These inspections are conducted within 24 to 48 hours of the request. Contact is made with the participant and /or owner before the inspection. The AHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the HQS fail conditions are caused by the owner/agent, notification is sent to participant and owner/agent that the repairs must be completed by a specified date. If the repairs are not completed by the date specified, and the unit remains non-compliant with HQS, a final notice will be sent and the rent will be abated the first of the next month. The participant will be given a voucher and RLA to relocate within thirty (30) calendar days.

Housekeeping Inspection (Unsanitary Conditions)

This type of inspection is conducted when a complaint is received indicating the presence of unsanitary conditions. If the unit is found to be unsanitary, the inspector explains to the participant the specific items that need to be addressed as well as basic cleaning skills and provides a copy of "A Guide to Easy Housekeeping". A letter is issued to the participant (with a copy to the owner/agent) giving the participant ten (10) business days to clean. A re-inspection is made at the end of the ten (10) business days. If the unit is clean, the inspection form is filed in the participant file. If the unit is still unsanitary, an additional ten (10) business days will be given and a letter is issued, stating "if the unit is not found sanitary upon the second re-inspection it will result in termination of the HAP contract, due to non-compliance of HQS". If the unit fails the second inspection, the inspector will send a termination notice giving the participant the right to an informal hearing. If the participant has not requested a hearing, the inspector will notify the Housing Specialist to abate the rest and cancel the contract.

10-G. PRE MOVE-OUT INSPECTION

This type of inspection is conducted at the request of either the participant and/or owner/agent. Any defective items caused by participant abuse beyond "wear and tear" are noted on the inspection form. Occasionally it is necessary to take pictures to record specific items. This inspection compares items with the initial move-in inspection to determine who is actually responsible for specific items that may be defective or damaged. Both the participant and the owner/agent are requested to attend this inspection so that everyone is aware of the existing problems that can be resolved before a damage claim is initiated.

If there are damages to the unit caused by the participant, the owner must give participant a written list of all items and amounts charged against the security deposit, or return the security deposit to the participant on or before the 30th day after the date the participant moves out. If the security deposit is not sufficient to cover amounts the family owes for damages, the owner may seek to collect the balance from the participant. Damages caused by participants must be paid or repayment arrangements made with the owner before a new RLA will be issued to the participant to relocate and remain on housing.

10-H. QUALITY CONTROL INSPECTIONS

[24 CFR 982.405(b)]

Quality Control inspections will be performed by the Senior Housing Manager on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS. The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

10-I. REINSPECTION

The AHA, at its discretion, may permit participating owners and tenants to self-certify that under certain conditions, HQS violations have been corrected. The AHA may permit self-certifications for certain non-emergency HQS violations (listed below). The following criteria provide the AHA with guidelines for determining owners deemed eligible to self-certify that they have made repairs to cure minor HQS violations.

1. Owner has a minimum 3 year history with AHA as a participating landlord
2. Owner history demonstrates consistent compliance with HQS or demonstrates HQS violations are cured timely upon notification of violation by AHA
3. Owner has no history of HAP contract violations with AHA
4. The subject HQS violation is non-life threatening and not considered an emergency repair item
5. Unit must be occupied by an assisted participant
6. The subject HQS fail item is not the responsibility of the tenant

Minor HQS violations include but are not limited to the following:

1. Repairing or replacing a few pickets on a perimeter fence or fence gates
2. Installing a globe to an otherwise functioning light fixture
3. Minor repair to secure a toilet
4. Minor repair to secure a loose sink faucet assembly
5. Securing a loose refrigerator door gasket
6. Balance a working ceiling fan
7. Resurfacing a bathtub or bathroom sink that requires minor repair
8. Minor repair, replacement or removal of pantry and / or closet doors
9. Removing a keyed door lock from an interior door
10. Installing pin locks to patio doors that already have a suitable working locking system
11. Repairing a hole in a wall smaller than 8.5” x 11”
12. Minor adjustments to interior doors to facilitate improved door opening and closing to doors that are currently able to be opened and closed

The Housing Coordinator – Projects responsible for Housing Inspections determines when repair items are considered minor. Landlords with a history, as determined by the Housing Coordinator – Projects, of repeat fail inspections will not be permitted to self-certify corrections.

When the dwelling unit fails the HQS inspection for only one or more minor HQS violations the designated owner or his agent will be provided with a Certification of Completed Repairs form. When the repairs have been completed, the owner or his agent and the tenant must sign and date the Certification of Completed Repairs form attesting that the required repairs are completed. The owner must return the completed form to the AHA before the repair deadline identified on the notice of failed inspection correspondence. Failure to make timely repairs will result in consequences identified in section 10-K. Consequences if Owner is Responsible (Non-Emergency Items).

The Housing Coordinator – Projects will determine which participating owners are eligible to self-certify when repairs are completed to cure HQS violations.

Quality Control inspections will include a random sample of units where self-certifications were permitted.

10-J. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

[24 CFR 982.401 (a)]

The AHA adheres to the HQS acceptability criteria in the HUD regulations. HUD has approved the following exceptions to the Arlington HQS acceptability criteria.

1. The owner must provide either window screens or air conditioning to the unit.
2. Kitchen and bathroom sinks and bathtub must have a functioning stopper.
3. All sinks with severely rusted, splintered porcelain must be replaced.
4. A garage is not allowed to be used as a bedroom unless it meets local code requirements and HQS for bedrooms.
5. The air conditioning vent exchange in bathrooms may be accepted as an exception for an exhaust vent or window when installation of an exhaust vent or window is not possible because of the design of the bathroom.
6. All bedrooms must have a closet, either permanent or portable.
7. Double-keyed locks are not permitted on entry doors.
8. All lead paint defective paint surfaces must be covered with two coats of non-lead-based paint (SEE: APPENDIX 7-LEAD-BASED PAINT POLICIES AND PROCEDURES).
9. An openable door in lieu of a window is acceptable in a bedroom if it has a screen or storm door to provide natural illumination, and there is no window in that room.
10. Un-vented space heaters are not permitted.

Modifications for Disabled Participants

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. AHA will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

FAMILY RESPONSIBILITIES

HQS deficiencies that are considered the responsibility of the family are below:

1. Tenant-paid utilities that are not in service because of the tenant's failure to pay their bill.
2. Failure to provide or maintain family-supplied appliances.
3. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. Normal wear and tear is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

OWNER RESPONSIBILITIES

1. The owner is responsible for all HQS violations not included above.
2. The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The AHA may terminate the family's assistance on that basis.

10-K. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

[24 CFR 982.405, 982.453]

The owner is responsible to maintain the assisted dwelling in compliance with HUD's Housing Quality Standards. Failure to do so is a violation of the HAP Contract that will result in consequences to the owner.

The AHA must abate HAP payments to owners who do not comply with notifications to correct HQS deficiencies within the specified time period; 24-hours or 30 calendar days, depending upon the nature of the deficiency. For valid reasons, the AHA may extend the time period. Placement of abatement must occur by the first of the month following expiration of the notice.

Except in the case of life threatening violations requiring corrections within 24 hours, the owner must receive 30 calendar day written notification of the abatement.

Following a failure to comply with a notice of deficiency, owners are not entitled to HAP payments from the first of the month until the day the unit passes HQS. *Examples below:*

- In May, the owner receives a notice of HQS violation to correct deficiencies by June 20 or abatement of payment will occur July 1. The owner does not comply on June 20th. Abatement is placed on July 1 unless the owner complies prior to July 1 (the AHA may allow the owner to request a re-inspection of the unit for compliance with HQS before or after the abatement has been placed). If the unit passes re-inspection, the AHA may reinstate HAP payments on the day the owner complies and reverse any notice of abatement or cancellation of HAP contract that may have been issued.

- In May, the owner receives a notice of HQS violation to correct deficiencies by June 20, but the notice does not contain language that abatement of payment will occur on July 1. The owner must be given a 30 calendar day notice before the abatement can occur. Abatement may not be placed before August 1.

- In May, the owner receives a notice of HQS violation to correct deficiencies by June 20 and the notice contains language that failure to comply will result in abatement of payment on July 1. The owner does not comply and abatement is placed on July 1. The owner requests a re-inspection following abatement and passes the re-inspection on July 10. HAP payments may be re-instated on July 10, resulting in a nine (9) day sanction. The AHA may not withhold HAP payments to recover the time the unit was out of compliance with HQS from June 20 through June 30.

Termination of HAP Contract

The AHA may terminate the HAP contract for an owner's failure to comply with its terms and conditions, including non-compliance with HQS. Both the owner and the tenant must be notified of intent to terminate. The AHA may issue a voucher to the family to move, provided the family is eligible (not in violation of the terms of assistance, including HQS responsibilities). The AHA should remind the family of its responsibilities to the owner and that the family must continue to pay its portion of the rent as long as the family remains in the unit.

10-L. CONSEQUENCES IF FAMILY IS RESPONSIBLE FOR HQS VIOLATION

[24 CFR 982.404(b)]

If any non-emergency HQS violations are determined to be the responsibility of the family, the AHA will require the family to make any repair(s) or corrections within thirty (30) calendar days. If the repair(s) or correction(s) are not made in this time period, the AHA will terminate assistance to the family. The HCV Program Manager must approve extensions in these cases**.** The owner's rent will not be abated for items that are the family's responsibility. If the participant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs.

CHAPTER 11 - OWNER RENTS, RENT REASONABLENESS, AND PAYMENT STANDARDS

[24 CFR 982.502, 982.503, 982.504, 982.505, 982.507]

INTRODUCTION

The policies in this chapter reflect the amendments to the HUD regulations, which were implemented by the Quality Housing and Work Responsibility Act of 1998 for the HCV Tenant-Based Assistance Program. The AHA will determine rent reasonableness in accordance with 24 CFR 982.507(a). It is the AHA's responsibility to ensure that the rents charged by owners are reasonable based upon unassisted comparables in the rental market, using the criteria specified in 24 CFR 982.507(b).

11-A. RENT TO OWNER IN THE HOUSING CHOICE VOUCHER PROGRAM

The rent to owner is limited only by rent reasonableness. The AHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

The only other limitation on rent to owner is the maximum rent standard at initial occupancy (24 CFR 982.508). At the time a family initially receives tenant-based assistance for occupancy of a dwelling unit, whether it is a new admission or a move to a different unit, if the gross rent for the unit exceeds the applicable payment standard for the family, the family share may not exceed 40% of the family's monthly adjusted income.

During the initial term of the lease, the owner may not raise the rent.

11-B. MAKING PAYMENTS TO OWNERS

[24 CFR 982.451]

Once the HAP contract is executed, the AHA begins processing payments to the landlord. The Arlington Housing Authority (AHA) will mail and distribute the Housing Assistance Payment (HAP) checks or issue them through direct deposit. The AHA has up to thirty (30) calendar days from the date that the AHA receives all required information from the owner to make an initial payment. Information required by the AHA will be promptly conveyed to property owner by the AHA.

Checks are disbursed by AHA to the owner each month. Barring any unforeseen circumstances, the property owner can expect to receive his/her HAP check on or about the first of each month.

Checks that are not received will not be replaced until a written request has been received from the payee and a stop payment has been placed on the check.

Excess Payments

The total of rent paid by the tenant plus the AHA housing assistance payment to the owner may not be more than the rent to owner pursuant to the terms of the HAP contract. The owner must immediately return any excess payment to the AHA.

Owners who do not return excess payments will be subject to penalties as outlined in the "Owner or Family Debts to the AHA" chapter of this Administrative Plan.

Late Payments to Owners

It is a local business practice in the AHA's jurisdiction for property managers and owners to charge tenants a reasonable late fee for rents not received by the owner or property manager by the due date, notwithstanding any grace period which is typically three (3) business days past the first of the month.

Therefore, in keeping with generally accepted practices in the local housing market, the AHA must make housing assistance payments to the owner promptly and in accordance with the HAP contract**.**

The AHA will consider, on a case by case basis, paying late fees to the owner for housing assistance payments that are not mailed to the owner by the within ten (10) business days of the due date. The AHA will not be obligated to pay any late payment penalty if HUD determines that late payment is due to factors beyond the AHA's control, such as a delay in the receipt of program funds from HUD. The AHA will use administrative fee income or the administrative fee reserve as its only source for late payment penalty. The AHA will not use any program funds for the payment of late fee penalties to the owner.

To assist the AHA in its outreach efforts to owners, and to provide better customer service, the AHA will offer to make automatic monthly HAP deposits into the bank account of the owner. If the owner agrees to such an arrangement with the AHA, the date the bank shows as the deposit date, will be the official date of record and will be the determining factor in cases involving late payment penalties.

11-C. RENT REASONABLENESS DETERMINATIONS

[24 CFR 982.507]

The Arlington Housing Authority (AHA) will determine and document on a case-by-case basis that the approved rent is reasonable in comparison to rent for other comparable unassisted units in the market. This applies to the Housing Choice Voucher (HCV) program and Targeted Special Needs Programs.

The AHA will not approve a Housing Assistance Payment (HAP) contract or HAP amendment until the AHA determines that the initial rent to owner is a reasonable rent. The AHA must re-determine the reasonableness of increases in rent to the owner before the increase is approved, and if there is a 5% decrease in the published FMR in effect sixty (60) calendar days before the contract anniversary (for the unit size rented by the family) as compared with the FMR in effect one year before the contract anniversary.

The owner will be advised that by accepting each monthly housing assistance payment he/she will be certifying that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises. If requested, the owner must give the AHA information on rents charged by the owner for other units in the premises or elsewhere. The AHA will only request information on the owner's units elsewhere if the AHA has a reason to believe that the owner has demonstrated a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.

The data for other unassisted units will be gathered from the Internet, solicitation by mail, newspapers, realtors, professional associations, inquiries of owners, market surveys, and other available sources. The market areas for rent reasonableness are neighborhoods within the AHA's jurisdiction. Subject units within a defined housing market area will be compared to similar units within the same area.

Rent Reasonableness Methodology

The AHA utilizes a rent reasonableness system which includes and defines the HUD factors listed above. The system has a total point count which is divided into rating categories. Information is gathered on rental units in the AHA's market area, and each unit is rated, using the rent reasonableness system. Average rents are identified for units of like size and type within the same market area. Each defined factor of the items listed above on the unit to be assisted will be compared, using a point adjustment system, to those factors of comparable unassisted units in the database. The average will be adjusted up or down based on the dollar value of all HUD required comparable items in comparison with the total database.

The AHA uses an appraisal-like methodology and tests the subject unit against selected units in the same area with similar characteristics. Adjustments are made for favorable and unfavorable differences between the subject unit and the comparables. Each of the HUD factors is given a point values. The AHA uses the following procedures to conduct a rent comparability analysis for each initial leasing and before a rent increase is paid to an owner:

1. The unit is first inspected by an AHA Housing Inspector to determine if it meets Housing Quality Standards.
2. A Rent Comparability Schedule is completed by the Inspector at the time of the on-site inspection which utilizes a point system to rate the unit's condition based on the factors of :
    a. Size (number of bedrooms/square footage)
    b. Location
    c. Quality
    d. Amenities (bathrooms, dishwasher, air conditioning, etc.)
    e. Housing Services
    f. Age of unit
    g. Unit Type
    h. Maintenance
    i. Utilities
3. The unit is then compared to at least two other unassisted units. This comparison is performed by utilizing the database file system developed and updated annually by the AHA. Comparable units are listed and assigned points by the year built, the square feet, the location, the HQS inspection, the unit quality, amenities, the maintenance, and services. After selecting comparable units with similar points (score), a reasonable rent amount is determined by reviewing the Gross Rents. An average is taken of the Gross Rents for similar units. If the unit is near the average it is considered to be comparable.
4. The Inspector then completes the Request for Tenancy Approval and lists the Comparable Gross Rent (the average of the other units used) and determines a proper rent amount on the bottom of the Request for Lease Approval.
5. If the unit is not comparable to other units the rent to owner must be adjusted. The property owner must either install physical upgrades (improvements) to the subject dwelling that would increase the unit’s overall score and/or lower the rent to owner as appropriate. If the owner will not reduce the rent to owner to the level of the AHA determined comparable rent amount, the owner may refuse to rent to the assisted tenant at the lower amount and refuse to sign the HAP contract or in case of an existing participant the owner may terminate the existing HAP contract.
6. If the owner chooses to add amenities to the unit and upgrade the condition of the unit, the AHA Inspectors will re-inspect the unit and perform another Rent Comparability Schedule to reflect any upgrade in the condition of the subject dwelling. This information is again compared to the AHA database file to determine the appropriate comparable rent amount. This information is documented in each client's file.
7. After a determination of the proper rent amount based on the comparability database analysis, the Inspector gives this information to the Housing Specialists to process the HAP contact or HAP contract amendment.

The AHA maintains a database which includes data on unassisted units for use by staff in making rent reasonableness determinations. The data is updated on an ongoing basis.

11-D. PAYMENT STANDARDS FOR THE VOUCHER PROGRAM

[24 CFR 982.503]

The Payment Standard is used to calculate the housing assistance payment for a family. In accordance with HUD regulation, and at the AHA's discretion, the Voucher Payment Standard amount is set by the AHA between 90% and 110% of the HUD published FMR. This is considered the basic range. The AHA reviews the appropriateness of the Payment Standard annually when the FMR is published. In determining whether a change is needed, the AHA will ensure that the Payment Standard is always within the range of 90% to 110% of the new FMR, unless an exception payment standard has been approved by HUD.

The AHA will establish a single voucher payment standard by bedroom size amount for all units administered by the AHA, including the Irving Preservation units.

The AHA may approve a higher payment standard up to 110% of the FMR if required as a reasonable accommodation for a family who includes a person with disabilities.

11-E. ADJUSTMENTS TO PAYMENT STANDARDS

[24 CFR 982.503]

Payment Standards may be adjusted within HUD regulatory limitations to increase Housing Assistance Payments in order to keep families' rents affordable. The AHA may use some or all of the measures below in making its determination whether an adjustment should be made to the Payment Standards.

Assisted Families' Rent Burdens- The AHA will review its voucher payment standard amounts at least annually to determine whether more than 40% of families in a particular unit size are paying more than 30% of their annual adjusted income for rent.

If the AHA has sufficient budgetary resources and it is determined that the established payment standard amounts are creating undue rent burdens for families, or if families are experiencing difficulty in finding quality units due to the adopted payment standards, the AHA will consider increasing its payment standard within the basic range of 90-110% of the HUD published FMR.

AHA Decision Points:

1. The AHA will endeavor to determine if the rent burden is voluntary, due to participants leasing larger units than they are entitled to under the AHA's subsidy standards (thereby paying more than 30% of their annual income for rent). If families are paying more than 30% of their income for rent due to the selection of larger bedroom size units or luxury units, the AHA may decline to increase the payment standard.
2. The AHA will consider the average time period for families to lease up under the HCV program. If more than 20% of Voucher holders are unable to locate suitable housing within the term of the voucher and the AHA determines that this is due to rents in the jurisdiction being unaffordable for families even with the presence of a voucher, the Payment Standard may be adjusted.
3. The AHA will review if the market conditions have changed since the payment standard applied to the FMR was adopted by the AHA Board of Commissioners. This could include factors such

as increased demand on the available units which has driven up the price and availability of units in the jurisdiction due to extraordinary conditions.

4. Before increasing the Payment Standard, the AHA will review its anticipated budgetary resources to determine the impact increased payment standards would have on its funding available for the HCV program, and on the number of families that the AHA could serve. The AHA will endeavor to maintain authorized units to serve the maximum number of low income families in the AHA's jurisdiction. For this purpose, the AHA will compare the number of families who could be served under a higher Payment Standard with the number assisted under current Payment Standards.

5. HUD-reduced FMRs may require an adjustment of the Payment Standard. Analysis of the above factors will be applied to determine if the Payment Standards should be reduced or increased. In any case, the Payment Standard will remain between 90% and 110% of the FMR.

11-F. EXCEPTION PAYMENT STANDARDS

In November 2000, the AHA Board of Commissioners (in Resolution 00-19) authorized approving rent exception payments for disabled persons up to 110% of the FMR in order to enable these persons to find affordable suitable units. On April 20, 2016, the AHA adopted the discretionary provision offered by HUD PIH Notice 2016-05 and the Streamlining Final Rule which authorizes PHAs to approve a payment standard of not more than 120 percent of the FMR without HUD approve if requested as a reasonable accommodation by a family that includes a person with a disability. The AHA will utilize the following procedures in granting rent exceptions for disabled families:

1. Request for an exception rent must be submitted by the family. The family will provide information on their housing needs and specify how the rent exception provides a reasonable accommodation of the family member's disability.

2. Only personal information concerning a person's disability that is essential, to determine if a rent exception is a reasonable accommodation, will be requested.

3. Exception rents must be rent comparable (rent reasonable).

4. Exceptions are not automatic, but are based on disability, accommodation, and rent comparability. The need for accommodation must be demonstrated such as location of unit, wheelchair accessible, etc.

5. Staff will assist persons with disabilities in their search for suitable housing. Search assistance will focus on identifying accessible units located outside any areas that may be identified as areas of poverty or minority concentration.

6. Upon request from a family that includes a person with a disability, the AHA must approve a utility allowance which is higher than the applicable amount on the utility schedule if a higher utility allowance is needed as a reasonable accommodation to make the unit accessible to and usable by the family member with a disability.

7. Home visits or individual appointments will be provided for applicants and participants needing reasonable accommodations.

8. The AHA will maintain documentation that shows that:

    a. a rent reasonableness analysis was conducted in accordance with the HCV program regulations at 24 CFR 982.507;

b. the family requested lease approval for the unit and requested an exception payment standard as a reasonable accommodation; and

c. the unit has features that meet the needs of a family member with disabilities. For example, a unit may be suitable because of its physical features or for other reasons, such as having the requisite number of bedrooms, location on an accessible transit route, or proximity to accessible employment, education, services, or recreation.

11-F.1. Temporary Provisions – Payment Standards

Reasonable Accommodation: Effective 1/22/13 pursuant to HUD Notice 2013-03, PHAs are permitted to establish a payment standard of not more than 120% of the fair market rent (FMR) without HUD approval.

Under this provision, the AHA may approve a payment standard of not more than 120% of the FMR without HUD approval if required as a reasonable accommodation for a family that includes a person with disabilities.

11-G. OWNER PAYMENT IN THE HOUSING CHOICE VOUCHER PROGRAM

(24 CFR 982.308(g)

The owner is required to notify the AHA, in writing, at least sixty (60) calendar days before any change in the amount of rent to owner is scheduled to go into effect. Any requested change in rent to owner will be subject to rent reasonableness.

CHAPTER 12 - RECERTIFICATIONS

[24 CFR 982.516]

INTRODUCTION

In accordance with HUD requirements, the AHA will reexamine the income and household composition of all program participants at least annually. Recertifications and interim examinations will be processed in a manner that ensures families are given reasonable notice of increases to their portion of rent. All annual recertification activities will be conducted in accordance with HUD regulations.

12-A. ANNUAL ACTIVITIES

[24 CFR 982.516, 982.405]

There are two activities the AHA must conduct on an annual basis.

1. Recertification of income and family composition must be conducted at least annually.
2. HQS inspection

12-B. ANNUAL RECERTIFICATION/REEXAMINATION

[24 CFR 982.516]

Program participants are required to be recertified annually. All program participants are scheduled for reexamination appointment no earlier than four months prior to their anniversary date. Home visits are made for participants who are physically unable to come to the office.

Program participants are issued a notice to attend an annual recertification appointment. The notice provides information about what to bring to the appointment and specifies the date, time and location of the appointment. The appointment letter informs the participant that failure to attend the scheduled appointment will result in termination of rental housing assistance, and provides the effective date of termination. The program participant is responsible to notify the AHA in advance of their scheduled appointment of any extenuating circumstances that prevent them from attending the scheduled meeting. The AHA may schedule an appointment on an alternate date / time or the AHA may schedule a home visit for persons physically incapable of leaving their residence, as an accommodation to the participant, if warranted. Participants that do not attend their annual reexamination appointment are issued a notice of termination for non-compliance. The termination notice also informs the participant that they may request an informal hearing. If the participant does not request an informal hearing within fourteen (14) calendar days of the date of the termination letter, their rental housing assistance is terminated on the date specified in the termination notice. Exceptions to these procedures may be granted on a case by case basis with the approval of the Grants Coordinator if the family is able to document an emergency situation that prevented them from attending their appointment or prevented their notifying the AHA in advance of their appointment.

The program participant is required to provide any and all information requested by the AHA. If any information is not provided, AHA will provide the participant a notice advising the participant that he/she has five (5) calendar days to provide the information. If the information is not received, the AHA shall send a notice of termination of housing assistance. The notice shall inform the tenant of their right to request an informal hearing. .

The AHA will notify all participants that it is using the EIV system to verify income and will obtain written documentation from the participant that he/she has been informed about the Electronic Income Verification an Criminal Background Checks.

Moves Between Reexaminations- When families move to another dwelling unit the anniversary date for the recertification will be changed to the effective date of the new contract.

Reexamination Notice to the Family- The AHA will maintain a reexamination tracking system and the household will be notified by mail of the date and time for their interview at least ninety (90) calendar days in advance of the anniversary date. Home visits are made for participants who are physically unable to come to the office (i.e. disabled or elderly participants).

If requested as an accommodation by a person with a disability, the AHA will provide the notice in another accessible format. The AHA will also mail the notice to a third party, if requested as reasonable accommodation for a person with disabilities. These accommodations will be granted upon verification that they meet the need presented by the disability.

Procedure- The AHA's procedure for conducting annual recertifications will be to schedule the date and time of appointments and mail a notification to the family and owner.

Completion of Annual Recertification- The AHA will work diligently to complete all annual recertifications prior to the anniversary date. This includes notifying the family and landlord of any changes in tenant rent and Housing Assistance Payment (HAP) approximately thirty (30) calendar days before the scheduled date of the change in family rent.

Persons with Disabilities- Persons with disabilities who are unable to come to the AHA's office will be granted an accommodation by conducting the interview at the person's home, or by mail, or other means, upon verification that the accommodation requested meets the need presented by the disability.

Collection of Information- The AHA has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate. The AHA representative will interview the family and enter the information provided by the family on the recertification form, review the information with the family and have them sign the form. The AHA will require the family to complete a Personal Declaration Form prior to all recertification interviews.

Requirements to Attend- The AHA will request that all adult family members attend the recertification appointment. At a minimum, the head of household will be required to attend the recertification interview. If the head of household is unable to attend the interview the spouse/co-head/or legal representative may recertify for the family, provided that the head of household signs the required documents.

Documents Required From the Family- In the notification letter to the family, the AHA will include instructions for the family to bring all applicable items on the Annual Reexamination Checklist, which includes documentation related to:

1. Household documents (example: social security cards, photo ID);
2. Assets (example: 2 months checking account statements);
3. Income (example: paycheck stubs, Social Security);
4. Other (example: child care expenses, medical expenses, lease)

Verification of Information- The AHA will follow the verification procedures and guidelines described in this Plan. Verification of income must be less than **120** calendar days old.

Tenant Rent Increases-

Effective October 1, 2012, interim changes submitted to the Arlington Housing Authority indicating that household income has increased will be processed at the next regularly scheduled Annual

Reexamination. The AHA reserves the right to re-examine and revise the tenant rent more frequently than annually for participants that have reported zero household income. Zero income participants are required to report changes in household income in writing on an interim change form to the AHA within thirty (30) calendar days on the onset of income. All other program participants are required to submit notice of any and all changes in household composition and/or household income at their annual recertification.

If the tenant's rent is increased, a notice is mailed to the family affording them thirty (30) calendar day advanced written notice of the increase in their portion of rent prior to the scheduled effective date of the annual recertification or the increase in tenant portion of rent. If less than thirty (30) calendar day are remaining before the scheduled effective date of the annual recertification, the tenant rent will be increased effective on the first of the following month to ensure that the tenant has at least a thirty (30) calendar day notice.

If there has been a misrepresentation or a material omission by the family, or if the family causes a delay in the reexamination processing, the AHA may apply the increase retroactively to the scheduled effective date of the annual recertification or to a prior month, as appropriate.

Annual Cost of Living Adjustments to Social Security income will be applied at the next annual recertification rather than processed as an Interim change.

Tenant Rent Decreases-

Effective September 24, 2007, a reported decrease in the participant's household income or an increase in allowances or deductions affecting a decrease in the tenant's portion of rent portion will be processed effective the first of the month following the receipt of all information necessary to complete the Interim Change.

If the family causes a delay so that the processing of the reexamination is not complete by the anniversary date, rent change will be effective on the first day of the month following completion of the processing by the AHA.

12-C. REPORTING INTERIM CHANGES

[24 CFR 982.516]

Program participants must report all changes in household composition to the AHA between annual reexaminations. This includes additions due to birth, adoption and court-awarded custody. The family must obtain AHA approval prior to all other additions to the household. If any new family member is added, family income must include any income of the new family member. The AHA will conduct a reexamination to determine such additional income and will make the appropriate adjustments to household income, allowances and deductions to which the family may be entitled, and to the housing assistance payment and, and tenant rent.

Per 24 CFR 960.257 and 982.516(b) and (c) at any time the family may request an interim determination because of any change in family income or composition since the last determination. This request must be made in writing via AssistanceCheck, and Interim Change Form, or other approved methods of reporting interim change requests to the AHA.

1. Retroactive to October 1, 2012, the AHA revised its Interim Change procedures to process all participant reported increases in the family's household income at the next regularly scheduled annual recertification. However; participants that previously reported zero household income are required to report any change in household income within thirty (30) calendar days of onset and the AHA will process the reported increase in household income. Additionally, participants are

required to report any changes in household members (family composition) in accordance with established procedures. Program participants (other than zero income households and households that are adding family members) are not required to report increases in household income until the annual re-certification. All other interim change procedures will remain unchanged.

2. As of July 1, 2011, the AHA revised its Interim Change procedure to process all reported interim changes i.e.; increases and decreases in reported household income within sixty (60) calendar days. The AHA will provide the participant with reasonable notice when the interim change results in an increase in tenant rent. A decrease in tenant rent will be processed as soon as possible and made effective the first of the month following the receipt of all required documentation.
3. As of September 1, 2007, the AHA requires that families report all changes in family composition within ten (10) calendar days, on an Interim Change Form.
4. As of September 1, 2007, the AHA determined that it will amend its Interim Change procedure and process increases in reported household income at the next regularly scheduled annual recertification. All other interim change procedures will remain unchanged.
5. As of September 28, 2004, the AHA requires that families report all changes in income and any change in family composition within ten (10) calendar days (i.e. from the date of employment), on an Interim Change Form.
6. Per CFR 982.516b(2), the AHA must make the interim determination within a "reasonable" time after the family's request. Due to reductions in administrative funding and resulting staff shortages, the AHA has instituted a change in its administrative procedures regarding interim re-examinations. The AHA has instituted a maximum of sixty (60) calendar day timeframe for completion of the interim re-examination process and implementing any required changes in the HAP payment.

If there is an increase in the participant's rent portion as a result of an interim reexamination, the AHA will give the participant reasonable notice of the increase.

Program participants are responsible to pay a portion of their rent, based on the established HUD formula, commensurate with their household income irrespective of any typographic or computational errors related to program admission or annual recertification. If the AHA determines that an error has occurred at admission to the program or at an annual recertification, a corrective interim reexamination will be conducted, as needed. When applicable, a decrease in tenant rent or an increase in tenant rent will be processed retroactive to when the change would have been effective.

12-D. OTHER INTERIM REPORTING ISSUES

Interim Reexamination CFR 960.257 and 982.516(b) and (c):

At any time the family may request an interim determination because of any change in family income or composition since the last determination. This request must be made in writing via AssistanceCheck or other approved methods of reporting changes, such as an Interim Reexamination Form.

1. Effective 10/01/12, program participants are not required to report changes in annual income until their annual recertification, however, they are required to report changes in household composition within ten (10) calendar days.
2. As of September 1, 2007, the AHA requires that families report all changes in family composition within ten (10) calendar days, on an Interim Change Form.

3. As of September 28, 2004, the AHA requires that families report all changes in income and any change in family composition within ten (10) calendar days (i.e. from the date of employment), on an Interim Change Form.
4. If there is a decrease in the participant's rent portion as a result of an interim change, the AHA will decrease the tenant's share of rent effective the first of the month following the receipt of all information necessary to complete the interim.

If there is an increase in the participant's rent portion as a result of an Interim Reexamination, the AHA will give the participant reasonable notice of the increase.

An interim reexamination does not affect the date of the annual recertification. In the following circumstances, the AHA may conduct the interim recertification by mail:

1. Changes that will not result in a change in tenant rent or voucher size.
2. Changes in income that is normal for the family, such as seasonal employment.
3. As a reasonable accommodation, when requested.

Any changes reported by participants other than those listed in this section will be noted in the file but will not be processed between regularly-scheduled annual recertifications.

12-E. INCOME CHANGES RESULTING FROM WELFARE PROGRAM REQUIREMENTS

[24 CFR 5.615]

The AHA will not reduce the family share of rent for families whose welfare assistance is reduced due to a "specified welfare benefit reduction," which is a reduction in benefits by the welfare agency specifically because of fraud in connection with the welfare program, or noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program. However, the AHA will reduce the rent if the welfare assistance reduction is a result of the expiration of a lifetime time limit on receiving benefits, or a situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or a situation where a family member has not complied with other welfare agency requirements.

Covered families include those that receive benefits for welfare or public assistance from a State or public agency program which requires, as a condition of eligibility to receive assistance, the participation of a family member in an economic self-sufficiency program.

"Imputed Welfare Income" is the amount of annual income, not actually received by a family, as a result of a specified welfare benefit reduction, that is included in the family's income for purposes of determining rent. The amount of imputed welfare income is determined by the AHA, based on written information supplied to the AHA by the welfare agency, including: the amount of the benefit reduction; the term of the benefit reduction; the reason for the reduction; subsequent changes in the term or amount of the benefit reduction

The family's annual income will include the imputed welfare income, as determined at the family's annual or interim reexamination, during the term of the welfare benefits reduction (as specified by the welfare agency). The amount of imputed welfare income will be offset by the amount of additional income the family receives that commences after the sanction was imposed. When additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income will be reduced to zero. If the family was not an assisted resident when the welfare sanction began, imputed welfare income will not be included in annual income.

If the family claims the amount of imputed welfare income has been calculated incorrectly, the Housing Specialist will review the calculation for accuracy. If the imputed welfare income amount is correct, the AHA will provide a written notice to the family that includes:

1. A brief explanation of how the amount of imputed welfare income was determined.
2. A statement that the family may request an informal hearing if they do not agree with the AHA determination.

Verification Before Denying a Request to Reduce Rent

The AHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced due to fraud or noncompliance with welfare agency economic self-sufficiency or work activities requirements *before* denying the family's request for rent reduction. The AHA will rely on the welfare agency's written notice to the AHA regarding welfare sanctions or amount of specified benefit reduction.

Cooperative Agreements [24 CFR 5.613]

The AHA has executed a Cooperation Agreement with the local welfare agency under which the welfare agency agrees to target public assistance benefits and services to participants in the AHA's Self-Sufficiency program; and to provide written verification to the AHA concerning welfare benefits for applicant and participant families, and specified reduction in welfare benefits for a family member, listing: amount of reduction; reason for reduction; term of reduction, and subsequent redetermination.

The AHA has taken a proactive approach to culminating an effective working relationship between the AHA and the local welfare agency for the purpose of targeting economic self-sufficiency programs throughout the community that are available to HCV tenant-based assistance families. The AHA and the local welfare agency have mutually agreed to exchange information regarding any economic self-sufficiency and/or other appropriate programs or services that would benefit HCV tenant-based assistance families.

Family Dispute of Amount of Imputed Welfare Income

If the family disputes the amount of imputed income and the AHA denies the family's request to modify the amount, the AHA will provide the tenant with a notice of denial, which will include an explanation for the AHA's determination of the amount of imputed welfare income; and a statement that the tenant may request an informal hearing. A statement that the grievance information received from the welfare agency cannot be disputed at the informal hearing, and the issue to be examined at the informal hearing will be the AHA's determination of the amount of imputed welfare income, not the welfare agency's determination to sanction the welfare benefits.

12-F. NOTIFICATION OF RESULTS OF RECERTIFICATIONS

[HUD Notice PIH 98-6]

The HUD Form 50058 will be completed and transmitted as required by HUD. The Notice of Rent Change is mailed to the owner and the tenant. (Signatures are not required by the AHA.) If the family disagrees with the rent adjustment, they may request a review of the calculations by the Housing Specialist or an informal hearing.

12-G. TIMELY REPORTING OF CHANGES IN INCOME (AND ASSETS)

[24 CFR 982.516(c)]

Standard for Timely Reporting of Changes- 24 CFR 960.257 and 982.516(b) and (c):

At any time the family may request an interim determination because of any change in family income or composition since the last determination. This request must be through AssistanceCheck or other approved method.

The AHA requires that families report all changes in income and any change in family composition within thirty (30) calendar days (i.e. from the date of employment), on an Interim Change Form.

Per CFR 982.516b (2), the AHA must make the interim determination within a "reasonable" time after the family's request.

Increases in the Tenant Rent- If there is an increase in the participant's rent portion as a result of an Interim Reexamination, the AHA will give the participant reasonable notice of the increase. Generally, increases are effective on the first of the month following thirty (30) calendar day notice.

The AHA required that families that have previously reported zero income must report all changes in income within thirty (30) calendar days from the date of employment to the AHA on an interim change form. All other families must report changes in income at the next annual re-exam.

Decreases in the Tenant Rent are generally effective the first of the month following that in which the change is reported and all required documentation is received. Rent reductions will not be processed until all the facts have been verified, even if a retroactive adjustment results.

Procedures when the Change is Reported in a Timely Manner

The AHA will notify the family and the owner of any change in the Housing Assistance Payment. The change may be implemented based on documentation provided by the family, pending third-party written verification. The change will not be made until the third party verification is received.

Procedures when the Change is Not Reported by the Family in a Timely Manner

If the change is not reported within thirty (30) calendar days, or if the family fails to provide documentation or signatures, it will be considered untimely reporting and the following guidelines will apply:

1. In instances where a client has not reported changes in family composition and income and failure to report such changes results in overpayment of the HAP by the AHA, the Housing Specialists will compute the amount owed the Housing Authority and give this information to their supervisor.
2. In cases where the supervisor determines that the amount owed the Housing Authority is due to unintentional error on the part of the participant and the amount owed the AHA is not substantial, the supervisor may offer the participant the opportunity to set up a repayment agreement. If the participant fails to enter into a repayment agreement, the AHA will begin termination procedures.
    a. In establishing the repayment agreement, the client must pay one third of the amount owed the Housing Authority as the initial payment. The remaining balance will divided into monthly installments. The installments will be computed by taking the amount owed the Housing Authority, after the initial payment, divided by eleven (11) months.
    b. If a client fails to make two consecutive payments, the AHA will begin termination proceedings.
    c. In cases where a client owes less than $300.00, a full payment must be made to the Housing Authority rather than initiating a repayment agreement.

3. In cases of intentional misrepresentation of income the AHA will compute the amount due the AHA and issue a notice demanding repayment. The AHA may also:
    a. Take administrative action in the form of a repayment agreement.
    b. Terminate housing assistance.
    c. Refer the case to the HUD-OIG or District Attorney.

All participants will be provided the opportunity for a hearing before they are terminated from participation in the voucher program. In instances where a client owes more than $1,500, their case will be referred to the OIG for collection**.**

Procedures when the Change is Not Processed by the AHA in a Timely Manner

"Processed in a timely manner" means that the change goes into effect on the date it should when the family reports the change in a timely manner. If the change cannot be made effective on that date, the change is not processed by the AHA in a timely manner. In this case, an increase will be effective after the required thirty (30) calendar day notice prior to the first of the month after completion of processing by the AHA.

If the change resulted in a decrease, the overpayment by the family will be calculated retroactively to the date it should have been effective, and the family will be credited for the amount.

12-H. CHANGES IN VOUCHER SIZE AS A RESULT OF FAMILY COMPOSITION CHANGES

24 CFR 982.516(c)] (See "Subsidy Standards" chapter.)

12-I. CONTINUANCE OF ASSISTANCE FOR "MIXED" FAMILIES

[24 CFR 5.518]

Under the Noncitizens Rule, "mixed" families are families that include at least one citizen or eligible immigrant and any number of ineligible members. The Noncitizens Rule was implemented on or after November 29, 1996, and mixed families may receive prorated assistance only. The Noncitizens Rule was implemented prior to November 29, 1996, and "mixed" families who were participants as of June 19, 1995, shall continue receiving full assistance if they meet all of the following criteria:

1. The head of household or spouse is a U.S. citizen or has eligible immigrant status AND
2. All members of the family other than the head, the spouse, parents of the head or the spouse, and children of the head or spouse are citizens or eligible immigrants. The family may change the head of household to qualify under this provision.

12-J. MISREPRESENTATION OF FAMILY CIRCUMSTANCES

If any participant deliberately misrepresents the information on which eligibility or tenant rent is established, the AHA will determine the amount if HAP overpaid for this tenant resulting from their misrepresentation. The AHA will demand repayment of the amount due the AHA. Additionally, the AHA may terminate assistance and may refer the family file / record to the proper authorities for appropriate disposition.

CHAPTER 13 – MOVES WITH CONTINUED ASSISTANCE/PORTABILITY

[24 CFR 982.314, 982.353, 982.355(a)]

INTRODUCTION

HUD regulations permit families to move with continued assistance to another unit within the PHA's jurisdiction, or to a unit outside of the PHA's jurisdiction under portability procedures. The regulations also allow the PHA the discretion to develop policies which define any limitations or restrictions on moves. This chapter defines the procedures for moves, both within and outside of, the AHA's jurisdiction, and the policies for restriction and limitations on moves.

13-A. ALLOWABLE MOVES

A family may move to a new unit with continued assistance if:

1. The assisted lease for the old unit has terminated because the AHA has terminated the HAP contract for owner breach, or the lease was terminated by mutual agreement of the owner and the family.
2. The owner has given the family a notice to vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the family (unless assistance to the family will be terminated).
3. The family has given proper notice of lease termination (and if the family has a right to terminate the lease on notice to owner).

13-B. RESTRICTIONS ON MOVES

[24 CFR 982.314, 982.552(a)]

Families must notify the AHA at Annual Reexamination if they want to move. Families are encouraged to move only at the end of their contract period.

Notices

For families approved to move after the first year of the lease, the family must give the AHA a sixty (60) calendar day notice in writing, and the property owner a thirty (30) calendar day notice in writing, or in accordance with the appropriate section of the owner's lease.

The family can move during the first year of the contract and lease agreement only by mutual consent of the family and the owner, or for owner non-compliance with program requirements. These moves must be approved by the Housing Specialist and will only be granted under the circumstances previously mentioned.

Note: A family can move only one time every 12 months, except in circumstances where the family's unit is in violation of Housing Quality Standards or the family has extenuating circumstances which can be substantiated that warrants participant relocation.

The AHA will not issue a new Housing Choice Voucher if:

1. The move is not necessary due to: HQS, bedroom subsidy downsize, rent burden if greater than 40% of adjusted income, verifiable emergency (i.e. assault), landlord request, or at the discretion of management.
2. The family moves out without giving proper written notice to the owner and the AHA.
3. The AHA determines that the owner is entitled to payments because of non-payment for rent, damages or other amounts owed under the owner's lease, and the family has failed to satisfy any such liability by repayment to the owner or the AHA.
4. The family notifies the AHA they wish to voluntarily terminate their assistance.
5. A member of the family or guest has engaged in drug related criminal activity or violent criminal activity as defined in 24 CFR, Part 800.
6. Any member of the family has violated any family obligation under the voucher program or other applicable program guidelines.

Families will not be permitted to move outside the AHA's jurisdiction under portability procedures during the initial year of assisted occupancy unless they have been Arlington residents for the past year, while they were on the waiting list.

13-C. PROCEDURE FOR MOVES

[24 CFR 982.314]

Issuance of Voucher

Subject to the restrictions on moves, if the family has not been recertified within the last sixty (60) calendar days, the AHA will issue the voucher to move after conducting the recertification/as soon as the family requests the move.

If the family does not locate a new unit, they may remain in the current unit and renew their lease so long as the owner permits.

If the family leases a new unit, an annual reexamination will be conducted and the annual recertification date will be changed to coincide with the new lease-up date.

Time of Contract Change

In a move, housing assistance payments stop at the old unit at the end of the month for the month the participant gave notice to vacate. Assistance will start on the new unit on the first day of the month, pursuant to the terms of the HAP contract. Assistance payments may not overlap for the month in which the family moves. A move within the same building or project, or between buildings owned by the same owner, will be processed like any other move.

13-D. PORTABILITY

[24 CFR 982.353]

Portability applies to families moving out of or into the AHA's jurisdiction within the United States and its territories.

13-E. OUTGOING PORTABILITY

[24 CFR 982.353, 982.355]

Within the limitations of the regulations and this policy, a participant family has the right to receive tenant-based voucher assistance to lease a unit outside the AHA's jurisdiction, anywhere in the United States, in the jurisdiction of a PHA with a tenant-based program. When a family requests to move outside of the AHA's jurisdiction, the request must specify the area to which the family wants to move.

If there is more than one PHA in the area in which the family has selected a unit, the AHA will choose the receiving PHA.

Restrictions on Portability

Applicants

If neither the head nor spouse had a domicile (legal residence) in the AHA's jurisdiction at the date of their initial application for assistance, the family will not be permitted to exercise portability upon initial issuance of a voucher, unless the AHA approves such move.

Participants

After an applicant has leased up in the jurisdiction of the initial housing agency, they cannot exercise portability during the first year of assisted occupancy, except in the following circumstances.

The AHA will not permit families to exercise portability:

1. If the family is in violation of a family obligation.
2. If the family owes money to the AHA.
3. If the family has moved out of its assisted unit in violation of the lease.
4. If exercising portability causes the AHA to exceed its Annual Budget authority (see PIH notice 2004-12).

13-F. INCOMING PORTABILITY

[24 CFR 982.354, 982.355]

Absorption or Administration

1. The incoming voucher participant must notify the initial PHA of their intent to move to Arlington, Texas.
2. The initial PHA must complete part 1 of the 5-2665 and send it with a copy of the voucher and verification of income and 50058 to the AHA.
3. The AHA will set an appointment to meet with or speak with the family.

The AHA will accept a family with a valid voucher from another jurisdiction and administer or absorb the voucher. The decision to administer the incoming voucher or to absorb the family into the AHA is at the discretion of the Executive Director or his designee. The term of the AHA issued voucher will not expire before the expiration date of any initial PHA voucher.

The family must submit a request for tenancy approval for an eligible unit to the AHA during the term of the voucher. The AHA may grant extensions in accordance with this Administrative Plan.

If the participant fails to lease up before the voucher expiration date, the voucher is sent back to the initial housing authority.

The AHA may choose to absorb incoming portable families provided that it has funding available. When the AHA does not absorb the incoming voucher, it will administer the initial PHA's voucher and the AHA's policies will prevail.

1. For a newly selected applicant who received a voucher from the initial PHA, the applicant family must be income eligible in Arlington, according to the AHA income limits.
2. The AHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA HCV tenant-based program.
3. The AHA will issue a Housing Choice Voucher according to the AHA Subsidy Standards. If the family has a change in family composition which would change the voucher size, the initial housing authority must approve the change.

Income and Total Tenant Payment of Incoming Portables [982.353(d)]

As receiving PHA, the AHA will conduct an interview but only verify the information provided if the documents are missing or are over sixty (60) calendar days old, whichever is applicable, or there has been a change in the family's circumstances. If the AHA conducts a recertification of the family it will not cause a delay in the issuance of a voucher and the issuance of a provisional contract.

Requests for Tenancy Approval

A briefing will be mandatory for all portability families.

When the family submits a Request for Tenancy Approval, it will be processed using the AHA's policies. If the family does not submit a Request for Tenancy Approval or does not execute a lease, the initial PHA will be notified within thirty (30) calendar days by the PHA.

If the family leases up successfully, the AHA will notify the initial PHA, and the billing process will commence.

The AHA will notify the initial PHA if the family fails to submit a request for tenancy approval for an eligible unit within the term of the voucher.

If the AHA denies assistance to the family, the AHA will notify the initial PHA and the family will be offered a review or hearing.

The AHA will notify the family of its responsibility to contact the initial PHA if the family wishes to move outside the AHA's jurisdiction under continued portability.

The AHA was allocated 64 Preservation Vouchers by HUD to serve specific households in Irving, TX. Upon turnover, the Preservation Vouchers became regular Housing Choice Vouchers. All 64 Preservation Vouchers were used for their intended purposes and are no longer required to be used to serve households in Irving, TX. Effective September 29, 2010, the AHA will no longer accept Requests for Tenancy Approvals for participants or applicants who prefer to lease in Irving, TX. Clients who prefer to lease in Irving will be required to utilize the portability feature of their housing voucher.

Regular Program Functions

The AHA will perform all program functions applicable to the voucher program, such as:

1. Annual re-examinations of family income and composition.
2. Annual inspection of the unit.
3. Interim examinations when requested or deemed necessary by the AHA.

Terminations

The AHA will notify the initial PHA in writing of any termination of assistance within thirty (**30)** calendar days of the termination. If an informal hearing is required and requested by the family, the hearing will be conducted by the AHA, using the regular hearing procedures included in this Plan.

The initial PHA will be responsible for collecting amounts owed by the family for claims paid and for monitoring repayment. If the initial PHA notifies the AHA that the family is in arrears or the family has refused to sign a payment agreement, the AHA will terminate assistance to the family.

Required Documents

As receiving PHA, the AHA will require the documents listed on the HUD Portability Billing Form from the initial PHA.

Billing Procedures

As receiving PHA, the AHA will bill the initial PHA monthly for housing assistance payments. The billing cycle for other amounts, including administrative fees and special claims will be monthly unless requested otherwise by the initial PHA.

The PHA will bill 100% of the housing assistance payment, 100% of special claims and 80% of the administrative fee (at the initial PHA's rate) for each "portability" voucher leased as of the first day of the month.

The AHA will notify the initial PHA of changes in subsidy amounts and will expect the initial PHA to notify the AHA of changes in the administrative fee amount.

CHAPTER 14 - CONTRACT TERMINATIONS

14-A. CONTRACT TERMINATION

[24 CFR 982.311;314]

The Housing Assistance Payments (HAP) contract is the contract between the owner and the AHA which defines the responsibilities of both parties. Contracts may be terminated for various reasons including, but not limited to, family moves, HQS violations, and mutual consent between the family and the owner to terminate their lease agreement.

14-B. TERMINATION BY THE FAMILY: MOVES

[24 CFR 982.314(c)(2)]

Family termination of the lease must be in accordance with the terms of the lease.

The family can move during the first year of the contract and lease agreement only by mutual consent of the family and the owner, or for owner non-compliance with program requirements. These moves must be approved by the Housing Specialist and will only be granted under the circumstances previously mentioned. A family can move only one time every 12 months, except in circumstances where the family's unit is in violation of Housing Quality Standards or the family has extenuating circumstances which can be substantiated that warrants participant relocation.

AHA will not issue a new Housing Choice Voucher if:

1. The move is not necessary due to: HQS, bedroom subsidy downsize, rent burden if greater than 40% of adjusted income, verifiable emergency (i.e. assault), landlord request, or at the discretion of management.
2. The family moves out without giving proper written notice to the owner and AHA.
3. AHA determines that the owner is entitled to payments because of non-payment for rent, damages or other amounts owed under the owner's lease, and the family has failed to satisfy any such liability by repayment to the owner or AHA.
4. The family notifies AHA they wish to voluntarily terminate their assistance.
5. A member of the family has engaged in drug related criminal activity, or violent criminal activity as defined in 24 CFR, Part 800.
6. Any member of the family has violated any family obligation under Housing Voucher or other applicable program guidelines.

The term of the HAP contract is the same as the term of the lease. The contract between the owner and the AHA may be terminated by the AHA or by the owner or tenant terminating the lease.

No future subsidy payments on behalf of the family will be made by the AHA to the owner after the month in which the contract is terminated. The owner must reimburse the AHA for any subsidies paid by the AHA for any period after the contract termination date.

If the family continues to occupy the unit after the Voucher contract is terminated, the family is responsible for the total amount of rent due the owner. After a contract termination, if the family meets the criteria for a move with continued assistance, the family may lease up in another unit. The contract for the new unit may begin during the month in which the family moved from the old unit.

14-C. TERMINATION OF TENANCY BY THE OWNER: EVICTIONS

[24 CFR 982.310, 982.455]

If the owner wishes to terminate the lease, the owner must provide proper notice as stated in the lease. During the term of the lease, the owner may not terminate the tenancy except for the grounds stated in the HUD regulations.

During the term of the lease, the owner may only evict for:

1. Serious or repeated violations of the lease, including, but not limited to, failure to pay rent or other amounts due under the lease or repeated violation of the terms and conditions of the lease.
2. Violations of Federal, state, or local law that impose obligations on the tenant in connection with the occupancy or use of the premises; or criminal activity by the tenant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by the other residents or persons residing in the immediate vicinity of the premises or any drug-related criminal activity on or near the premises.
3. Other good cause.

During the initial term of the lease, the owner may not terminate the tenancy for "other good cause" unless the owner is terminating the tenancy because of something the family did or failed to do (see 982.310).

Evidence of Criminal Activity

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines they have engaged in the criminal activity:

1. Regardless of arrest or conviction
2. Without satisfying the standard of proof used for a criminal conviction

Termination of Tenancy Decisions

If the law and regulation permit the owner to take an action but don't require action to be taken, the owner can decide whether to take the action. Relevant circumstances for consideration include:

1. The seriousness of the offense
2. The effect on the community
3. The extent of participation by household members
4. The effect on uninvolved household members
5. The demand for assisted housing by families who will adhere to responsibilities
6. The extent to which leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action
7. The effect on the integrity of the program

Exclusion of culpable household member

The owner may require a participant family to exclude a household member in order to continue to reside in the assisted unit.

Evictions

The owner's eviction notice means a notice to vacate or a complaint or other initial pleading used under State or local law to commence an eviction action. The owner may evict the family from the unit only by instituting court action. The owner must notify the AHA in writing of the commencement of procedures for termination of tenancy and provide the AHA a copy of the notice to vacate at the same time the owner gives notice to the family under State or local law. The Housing Specialist will review each participant's eviction notice and substantiate the cause to determine continued eligibility for assistance to the Housing Choice Voucher program.

Actions of termination by the owner must be consistent with the fair housing and equal opportunities as stated in 24 CFR 5.105. The owner must provide the tenant a written notice specifying the grounds for termination of tenancy, at or before the commencement of the eviction action. The notice may be included in, or may be combined with, any owner eviction notice to the tenant. The AHA requires that the owner specify the section of the lease that has been violated and cite some or all of the ways in which the tenant has violated that section as documentation for the AHA's decision regarding termination of assistance.

Housing assistance payments are paid to the owner under the terms of the HAP contract. If the owner has begun eviction and the family continues to reside in the unit, the AHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the participant.

The AHA will continue housing assistance payments until the family moves or is evicted from the unit. If the action is finalized in court, the owner must provide the AHA with the documentation, including notice of the lock-out date.

The AHA must continue making housing assistance payments to the owner in accordance with the contract as long as the tenant continues to occupy the unit and the contract is not violated. By endorsing the monthly check from the AHA, the owner certifies that the participant is still in the unit, the rent is reasonable and he/she is in compliance with the contract.

If an eviction is not due to a serious or repeated violation of the lease, and if the AHA has no other grounds for termination of assistance, the AHA may issue a new voucher so that the family can move with continued assistance.

14-D. TERMINATION OF THE CONTRACT BY AHA

SEE: APPENDIX 11-PLAN TO CANCEL CONTRACTS). [24 CFR 982.404(a), 982.453, 982.454, 982.552(a)(3)]

The term of the HAP contract terminates when the lease terminates, when the AHA terminates program assistance for the family, and when the owner has breached the HAP contract. The AHA may also terminate the contract if:

1. The AHA terminates assistance to the family.
2. The family is required to move from a unit when the unit does not meet the HQS space standards because of an increase in family size or a change in family composition.
3. Funding is no longer available under the ACC.

The contract will terminate automatically if 180 calendar days have passed since the last housing assistance payment to the owner. Notice will be sent to the participant that the contract has been terminated.

Notice of Termination

When the AHA terminates the HAP contract under the violation of HQS space standards, the AHA will provide the owner and family written notice of termination of the contract, and the HAP contract terminates at the end of the calendar month that follows the calendar month in which the AHA gives such notice to the owner.

CHAPTER 15 - DENIAL OR TERMINATION OF ASSISTANCE

[24 CFR 5.902, 5.902, 5.903, 5.905, 982.4, 982.54, 982.552, 982.553]

INTRODUCTION

The AHA may deny or terminate assistance for a family because of the family's action or failure to act. The AHA will provide families with a written description of the family obligations under the program, the grounds under which the AHA can deny or terminate assistance, and the AHA's informal hearing procedures. This chapter describes when the AHA is required to deny or terminate assistance, and the AHA's policies for the denial of a new commitment of assistance and the grounds for termination of assistance under an outstanding HAP contract.

15-A. GROUNDS FOR DENIAL/TERMINATION

[24 CFR 982.54, 982.552, 982.553]

If denial or termination is based upon behavior resulting from a disability, the AHA will delay the denial or termination in order to determine if there is an accommodation that would negate the behavior resulting from the disability.

Form of Denial/Termination

Denial of assistance for an applicant may include any or all of the following:

1. Denial for placement on the AHA waiting list.
2. Denying or withdrawing a voucher.
3. Refusing to enter into a HAP contract or approve a tenancy.
4. Refusing to process or provide assistance under portability procedures.

Termination of assistance for a participant may include any or all of the following:

A. Refusing to enter into a HAP contract or approve a tenancy.

B. Terminating housing assistance payments under an outstanding HAP contract.

C. Refusing to process or provide assistance under portability procedures.

Mandatory Denial and Termination [24 CFR 982.54 (d), 982.552(b), 982.553(a), 982.553(b)]

1. The AHA must deny assistance to applicants, and terminate assistance for participants if the family is under contract and 180 calendar days have elapsed since the AHA's last housing assistance payment was made.
2. The AHA must permanently deny assistance to applicants and terminate the participation of persons convicted of manufacturing or producing methamphetamine.
3. The AHA must deny admission to the program for applicants, and terminate assistance for program participants if the AHA determines that any household member is currently engaging in the use, distribution, sale, or manufacture of any illegal substance. See section B of this chapter for the AHA’s established standards.
4. The AHA may deny admission to the program for applicants, and terminate assistance for program participants if the AHA determines that it has reasonable cause to believe that a household member’s illegal drug use or a pattern of illegal drug use or alcohol abuse may

threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. See Section B of this chapter for the AHA's established standards.

5. The AHA must deny admission to an applicant if the AHA determines that any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. See section B of this chapter for the AHA's established standards regarding criminal background investigation and determining whether a member of the household is subject to a lifetime registration requirement under a State sex offender registration program.

6. The AHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease.

7. The AHA must deny admission to the program for an applicant or terminate program assistance for a participant if any member of the family fails to sign and submit consent forms for obtaining information. The AHA must deny admission or terminate assistance when required under the regulations to establish citizenship or eligible immigration status.

Grounds for Denial or Termination of Assistance [24 CFR 982.552(c)]

The AHA will deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following reasons:

1. If any family member violates any family obligation under the program as listed in 24 CFR 982.551.
2. If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any drug-related criminal activity.
3. If any family member has violated the family obligation under 24 CFR 982.551 not to engage in any violent criminal activity.
4. Any member of the family has been evicted from federally assisted housing in the last five years.
5. If any AHA has ever terminated assistance under the program for any member of the family.
6. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
7. The family currently owes rent or other amounts to the AHA or to another AHA in connection with HCV or public housing assistance under the 1937 Act.
8. The family has not reimbursed any AHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
9. The family breaches an agreement with the AHA to pay amounts owed to the AHA, or amounts paid to an owner by the AHA. The AHA at its discretion may offer the family the opportunity to enter into a repayment agreement. The AHA will prescribe the terms of the agreement. (See "Repayment Agreements" chapter.)
10. The family has engaged in or threatened abusive or violent behavior toward AHA personnel. Abusive or violent behavior towards AHA personnel includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. "Threatening" refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for termination.

11. If any member of the family engages in, or has engaged in drug or alcohol abuse that interferes with the health, safety or peaceful enjoyment of other residents. If any member of the family commits drug-related criminal activity, or violent criminal activity.

15-B. SCREENING AND TERMINATION FOR DRUG ABUSE AND OTHER CRIMINAL ACTIVITY

Purpose

All federally assisted housing is intended to provide a place to live and raise families, not a place to commit crime, to use or sell drugs or terrorize neighbors. It is the intention of the AHA is to fully endorse and implement a policy designed to help create and maintain a safe and drug-free community and keep program participants free from threats to their personal and family safety

Administration

The AHA conducts criminal background checks under the authority of part 5.903 of the CFR. The AHA uses the criminal conviction records obtained from the Texas Department of Public Safety or other law enforcement official records to screen applicants for admission. The AHA also conducts criminal background checks on all port in clients.

A criminal background check will also be conducted for all adult family members (over the age of 17) at the time of annual reexamination. If the Criminal Background check reveals that any family member has been involved in violent criminal behavior, a drug-related crime, or a crime threatening the peace of the community **within the last five (5) years,** the head of household will be sent a notice informing them that their housing assistance will be terminated. The notice will identify that the client has the right to request an informal hearing and if so inclined must submit their request within ten (10) calendar days. **In cases involving serious Part One crimes such as murder, aggravated assault with a weapon, rape, or burglary with a weapon, the five year limit does not apply.**

In order to obtain access to these records, the AHA obtains a consent signed by each adult family member. A written release (which is signed by the applicant) will be given at the time of the Preliminary Briefing that a Criminal Background Check will be made on the applicant and any adult family members.

Participants shall be given the opportunity to examine before the AHA hearing any AHA documents that are directly relevant to the hearing. The AHA will disclose the results of the criminal background check conducted if the background check was the cause for the hearing to be conducted. Per its agreement with the Texas Department of Public Safety, the AHA will not provide a photocopy of the criminal background check to the participant, but will provide the name of the county that the information was received from so that the applicant/participant may access this information themselves.

Screening of Applicants

In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, the AHA will endeavor to screen applicants as thoroughly and fairly as possible **for drug-related and violent criminal behavior.**

Such screening will apply to any member of the household who is 18 years of age or older.

HUD Definitions

Covered person, for purposes of 24 CFR Part 982 and this chapter, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Guest, for purposes of this chapter and 24 CFR part 5, subpart A and 24 CFR Part 982, means a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of part 982 apply to a guest as so defined.

Household, for the purposes of 24 CFR Part 982 and this chapter, means the family and PHA-approved live-in aide.

Other person under the tenant's control, for the purposes of the definition of *covered person* and for 24 CFR Parts 5 and 982 and for this chapter, means that the person, although not staying as a guest (as defined in this chapter) in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not *under the tenant's control.*

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Standard for Violation

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

"Engaged in or engaging in" violent criminal activity means any act within the past 5 years by an applicant or participant or household member which involved criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, which did or did not result in the arrest and/or conviction of the applicant, participant, or household member.

1. The activity is being engaged in by any family member.
2. The existence of the above-referenced behavior by any household member, regardless of the applicant or participant's knowledge of the behavior, shall be grounds for denial or termination of assistance.
3. In evaluating evidence of negative past behavior, the PHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

Drug Related and Violent Criminal Activity

Ineligibility for admission if Evicted for Drug-Related Activity: Persons evicted from federally assisted housing because of drug-related criminal activity are ineligible for admission to the HCV program for a 5-year period beginning on the date of such eviction.

Instruction: *HUD regulations at 982.553(a)(1)(i) allow the PHA to admit a household in less than 3 years following eviction for drug-related criminal activity under the conditions below. The PHA is not required*

to adopt the exceptions below, but may choose to do so. If the PHA does adopt a policy containing all or part of the provisions below, the PHA will still have discretion in determining whether to waive denial in individual cases.

*However, the household may be admitted if, after considering the individual circumstances of the household, the PHA determines that:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the PHA.
2. The circumstances leading to eviction no longer exist because:
3. The criminal household member has died.
4. The criminal household member is imprisoned.
5. Applicants will be denied assistance if they have been:
    a. Arrested, convicted or evicted from federally assisted housing for violent criminal activity within the last 5 years prior to the date of the certification interview.

Information to be provided to Property Owner

The AHA will advise all property owners that AHA has not screened the family's behavior or suitability for tenancy, and that such screening is the property owner's responsibility

The AHA will not disclose criminal records for lease enforcement or for eviction of residents receiving tenant-based voucher assistance, but may use the information for screening applicants to the program.

The owner may deny admission to applicants or terminate and evict families involved in serious criminal activity regardless of whether the household member has been arrested or convicted for such activity.

Previous eviction from federally-assisted housing for drug-related criminal activity

If any household member was evicted from Public Housing, Indian Housing, Section 23, or any Section 8 Housing Program because of drug-related criminal activity, the family is ineligible for admission to the HCV Program for a three (3) year period beginning on the date of such eviction.

The AHA may admit these persons if they:

1. Can demonstrate that they have successfully completed a supervised drug or alcohol rehabilitation program per 982.552 (c) of the CFR (sufficient evidence may include certifications from probation officers, landlords, social service workers, etc.); or
2. If the circumstances leading to the eviction no longer exist (per 982.553 (a) of the CFR).

Applicants past use of illegal drugs or alcohol abuse

The AHA must terminate assistance for a family if the AHA determines that any household member or guest under the participant's control is involved in drug-related criminal activity in, on or near the premises that threatens or interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

If a prospective client has, in the past, been involved in drug-related criminal activity, violent criminal activity, or alcohol abuse which threatened the health, safety, or right to peaceful enjoyment of the other residents, or if the AHA has reasonable cause to suspect that any household member is using illegal drugs and threatening the health, safely or right to peaceful enjoyment of the other residents, the AHA may prohibit admission to the HCV Program. This may be waived if:

1. The AHA had previously denied admission to an applicant for criminal activities but now has sufficient evidence that the household member has not engaged in the activity for a reasonable length of time (as certified by a probation officer or social service representative);
2. The person demonstrates and provides verification of successful completion of a drug or alcohol abuse rehabilitation program approved by the Housing Authority or;
3. The circumstances leading to a conviction of a family member no longer exist (e.g., the individual who was involved in drugs or alcohol abuse is no longer a household member because of incarceration or with proof of residence at another location not participating in federally assisted program).

Conviction for manufacture of methamphetamines

The AHA will prohibit admission of any household member and/or immediately terminate assistance if the AHA determines that any household member has ever been convicted of drug-related criminal activity for manufacturing or producing methamphetamines.

Lifetime Sex Offenders

If an applicant or participant is a lifetime sex offender who is subject to registration under a state registration program, the AHA will prohibit admission and/or continued participation in the Voucher Program. The AHA will check the sex offender's registration in any state where the applicant's household are known to have resided.

Procedures for Denial or Termination of Assistance

1. The AHA has discretion to consider the circumstances in each case, except in cases of manufacturing or producing methamphetamines and persons who are registered sex offenders, and will consider the extent of participation or culpability of individual family members.
2. The AHA will consider in each case, the seriousness of the case, the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act, how termination of assistance for criminal activity by assisted families may affect or discourage criminal activity in the community, and the effect of AHA's termination policy on the voucher program.
3. The AHA may permit other members of a participant family to continue receiving assistance so long as the culpable family member does not reside in the unit (per 982.552 (c) of the CFR). The AHA may request documentation to substantiate allegations or circumstances in each case.
4. The AHA may obtain criminal history information from law enforcement agencies or other Internet sources or private databanks. Before denying admission, or terminating tenancy, the AHA will provide the client with the subject of the criminal conviction record. The family will be provided an opportunity to contest the accuracy and relevance of the information at an informal hearing.
5. All screening and termination of assistance procedures shall be administered fairly and in such a way as not to violate rights to privacy or discriminate on the basis of race, color, national origin, religion, familial status, disability or handicap, sex, age, actual or perceived sexual orientation, gender identity, or marital status.
6. In an effort to prevent future drug related and other criminal activity, as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents, and as required by 24 CFR 982, Subpart L and CFR Part 5, Subpart J, the AHA will endeavor to screen applicants as thoroughly and fairly as possible for drug-related and

violent criminal behavior. Such screening will apply to any member of the household who is 18 years of age or older.

Required Evidence- Preponderance of Evidence

The AHA may deny or terminate assistance for criminal activity based on a preponderance of evidence. In determining whether to deny or terminate assistance based on alcohol abuse, drug related criminal activity, or violent criminal activity, the AHA may deny or terminate assistance if the preponderance of evidence indicates that a family member has been involved in such behavior. Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

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

Denying or Terminating Participation Due to Illegal Drug Use

Under the family obligations listed at 24 CFR 982.551, the members of the household must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. The AHA will terminate assistance for criminal activity by a household member, as described in this chapter, if the AHA determines, based on a preponderance of the evidence, that the household member has engaged in criminal activity, regardless of whether the household member has been arrested or convicted for such activity. The AHA will pursue fact-finding efforts as needed to obtain credible evidence.

The AHA will deny participation in the program to applicants and terminate assistance to participants in cases where the AHA determines there is reasonable cause to believe that a household member is illegally using a drug or if the person abuses alcohol in a way that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents, including cases where the AHA determines that there is a pattern of illegal use of a drug or a pattern of alcohol abuse. The Arlington Housing Authority may deny or terminate assistance if any family member is involved in, or if the AHA has reasonable cause to suspect that any household member is engaging in the following actions:

1. Drug-related criminal activity which is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance;
2. Manufacturing or producing methamphetamines on the property of the apartment complex;
3. Abusing alcohol in a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or employees (per 982.553 (a) of the CFR).
4. Involved in illegal drug use, or other criminal activity that threatens or interferes the health, safety, or right to peaceful enjoyment of the premises by other residents (per 982.553 (a) of the CFR).
5. Committing violent criminal activity which causes harm to person(s) or property, including persons who are subject to a lifetime registration requirement under a state sex offender registration program.

Time Limit Considerations

"Engaged in or engaging in" violent criminal activity means any act **within the past 5 years** by an applicant or participant or household member has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, which resulted in the arrest and/or conviction of the applicant, participant, or household member. **In cases involving serious Part One crime such as murder, aggravated assault with a weapon, rape, or burglary with a weapon the five year limit does not apply.**

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

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

Consideration of Circumstances

In appropriate cases, the AHA 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 AHA may consider individual circumstances with the advice of Juvenile Court officials. Also, the AHA may waive the requirement regarding drug-related criminal activity if:

1. The person demonstrates successful completion of a credible rehabilitation program approved by the AHA, or
2. Successfully completed parole, or
3. The circumstances leading to the violation no longer exist because the person who engaged in drug-related criminal activity or violent criminal activity is no longer in the household due to death or incarceration.

Formerly Received Federally Assisted Housing

Persons evicted from federally assisted housing because of drug-related criminal activity are generally ineligible for admission to the HCV program. However, the household may be admitted if, after considering the individual circumstances of the household, the AHA determines that:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the AHA.
2. The circumstances leading to eviction no longer exist because the criminal household member has died; or the criminal household member is imprisoned.

Denial of Assistance for Life Time Sex Offenders

The AHA will deny admission if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In screening applicants, the AHA will perform criminal history background checks to determine whether any household member is subject to a lifetime sex offender registration requirement.

Terminating Assistance for Alcohol Abuse by Household Members

Under the family obligations listed at 24 CFR 982.551, the members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

Assistance will be terminated due to violation of a family obligation if the AHA determines that a member of the household has demonstrated a pattern of alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

Notice of Termination of Assistance

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

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

Right to Informal Review or Informal Hearing

If the applicant is denied admission into the program due to criminal drug related activity, violent criminal activity, crime threatening the peace of the community a denial letter will be sent by the AHA stating the reason for denial and will offer ten (10) calendar days to for the applicant to request an informal review. In accordance with the AHA's existing administrative procedures, an applicant who is denied assistance is entitled to an informal review, and a participant whose assistance is terminated is entitled to an informal hearing.

If a participant is terminated as a result of an Informal Hearing, the AHA will provide written notice of the contract termination to the property owner. The Notice to the owner will not include any details regarding the reason for termination of assistance.

Required Evidence

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

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

The PHA will terminate assistance for criminal activity by a household member, as described in this chapter, if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.

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

The PHA may terminate assistance for criminal activity by a household member under this section if the PHA has determined that the household member has engaged in the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

Confidentiality of Criminal Records

Criminal records must be maintained confidentially, and destroyed once the purpose for which the record was requested has been accomplished. The AHA will maintain criminal background checks separate from the case files in a secure location and destroy them after that time.

The AHA will ensure that any criminal record received is maintained confidentially **for three years**, and may not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished. All criminal reports, while needed, will be housed in the Fraud Investigator's office with limited to individuals responsible for screening and determining eligibility for initial and continued assistance. Misuse of the above information by any employee will be grounds for termination of employment.

If the family is determined eligible for initial or continued assistance, the criminal report is maintained in a separate file in the Investigator's office for three years. After that time, the records will be purged. If the family's assistance is denied or terminated, the criminal record information is kept with the cancellation files.

15-C. FAMILY OBLIGATIONS

[24 CFR 982.551]

Violation of any of the following may result in termination of participation in the Housing Choice Voucher rental housing assistance program and / or other administrative, civil and criminal actions.

1. The assisted household must supply any information determined by the Arlington Housing Authority (AHA) or HUD to be necessary for the administration of the program including, but not limited to, the following:
    a. Evidence of citizenship or eligible immigration status
    b. Documentation of household income or verification of $0 household income
    c. Documentation of household composition
    d. Documentation of social security numbers of all household members age 6 or older, or is under the age of 6 and has an assigned SSN.
    e. Release of Information Authorization
    f. Drug Free Certification
    g. Criminal Background records or records from the courts

    All information provided must be true and complete.

2. The assisted household must provide any documentation required for recertification or to complete an interim reexamination within the timeframe allowed by the AHA.

3. The assisted household must promptly report any change in household composition and request AHA approval of any addition to the household. Unless stated otherwise by the Lease or House Rules, Guests who remain in the unit thirty (30) days (consecutive or sporadic) in a 12 month period will no longer be considered visitors and must be considered for addition to the lease as a household member.

4. The assisted household must promptly report any and all changes in household income between annual re-examinations to the AHA. **Any changes in household income must be in writing to the AHA within thirty (30) calendar days of the date of onset. Failure to report required**

changes in household income within thirty (30) calendar days of occurrence will result in a Repayment Agreement and/or termination from the program. The AHA will continue to re-verify all income at annual recertification. Failure to report income will constitute misrepresentation on the part of the family and may result in termination of rental housing assistance. If there is any question about what to report, report any change in household income to the AHA and AHA staff will determine the appropriate manner in which the reported change is to be handled pursuant to the HUD regulations and AHA Administrative Plan.

Required reporting includes but is not limited to:

a. Any change in the **source of EARNED INCOME**, such as a job you have not already reported (a new employer).
b. Any change in any **UNEARNED INCOME**, such as an increase in SSI, SS, Child Support or contributions from others. You **do not** have to report the annual increase in your SSI and SS checks (other than at your annual recertification, however you must report any other changes).
c. Receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment such as unemployment or child support.
d. Receipt of a lump sum payment which is not considered income, but which adds to family assets (i.e., inheritances, insurance settlements, deferred payments of SSI/SS, workers' compensations, etc.)

5. The assisted household must promptly notify the AHA in writing of any absence from the unit.
6. The assisted household must not commit fraud, bribery or any other corrupt or criminal act in connection with the program.
7. No member of the assisted household, guest, or person in the unit with expressed or implied permission of the assisted household may engage in drug-related criminal activity, violent criminal activity, other criminal activity, or alcohol abuse which interferes with the health, safety or right to peaceful enjoyment of the vicinity of the premises by other residents.
8. An assisted household may not receive HCV assistance while receiving any other housing subsidy under any federal, state or local housing assistance program.
9. The assisted household must keep all appointments scheduled with the AHA unless canceled in advance. Failure to keep two scheduled appointments will be grounds for termination.
10. The assisted household must not engage in or threaten abusive or violent behavior toward AHA personnel.
11. Any assisted household participating in the Family Self Sufficiency Program (FSS) must comply with the terms of the FSS Contract of Participation. Failure to comply with the FSS Contract of Participation, without good cause, may be grounds for termination from the FSS program and / or the HCV program.
12. The assisted household must promptly notify the AHA if any family member no longer resides in the unit.
13. The assisted household must promptly notify the AHA in writing of the birth, adoption, or court-awarded custody of a child and submit a request to add an additional household member to the assisted household. If the AHA has given approval, a foster child or live-in aide may reside in the unit. If the family does not request approval or AHA approval is denied, the family may not allow a foster child, live-in aide or any other additional persons to reside with the assisted family.

14. Members of the assisted household may engage in legal profit-making activities in the unit, but only if such activities are incidental to the primary use of the unit as a residence by members of the family.

15. The assisted household is responsible to provide any utilities that the owner is not required to provide and to maintain utility service at all times. Lack of utility service makes the unit substandard and ineligible for assistance.

16. The assisted household is responsible to provide and maintain any appliances that the owner is not required to provide. Lack of required appliances makes the unit substandard and ineligible for assistance.

17. The assisted household is responsible for any damages done to the unit during tenancy, beyond normal wear and tear.

18. The assisted household must allow the AHA to inspect the unit at reasonable times and after reasonable notice.

19. The assisted household may not commit any serious or repeated violations of the lease and must pay their monthly portion of tenant rent, identified by the AHA, in accordance with the lease agreement.

20. The assisted household must notify AHA at least sixty (60) calendar days prior to moving or terminating the lease and notify the owner at least thirty (30) calendar days prior to moving or terminating the lease. The assisted household is eligible to move any time after one year of tenancy. The assisted household must provide at least a sixty (60) calendar day advanced written notice prior to the end of the lease to the AHA and at least a thirty (30) calendar day notice to the owner. The lease will terminate on the last day of the month following the thirty (30) calendar day notice to the owner. The assisted household may not move, within the jurisdiction or outside the jurisdiction through portability, during the first year of the lease and may move, within the jurisdiction or outside the jurisdiction through portability only once during any 12 month period.

21. The assisted household must not be evicted from the unit. The family must promptly give the AHA a copy of any owner eviction notice.

22. The assisted unit must be used by the family. The assisted unit must be the family's only residence.

23. The assisted household may not receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the AHA has determined that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

24. The unit may not be sublet nor the lease transferred to another person.

25. The assisted household must not own or have any interest in the unit.

26. The assisted household must keep the unit safe, decent and sanitary at all times and must report any needed repair to the landlord.

27. The assisted household must make monthly payments on executed Repayment Agreements. Missing two consecutive payments or being habitually late in making payments is grounds for termination.

28. The address of the assisted unit may not be used by anyone other than those persons listed on the lease. Use of the address for receipt of mail, or any other reason, by another person will be

considered evidence that the subject individual is residing in the unit without authorization and will be grounds for termination of HCV assistance for the assisted household.

29. The assisted household is responsible for a Housing Quality Standard (HQS) violation caused by the family.

Housing Authority Discretion [24 CFR 982.552(c)]

In deciding whether to deny or terminate assistance because of action or failure to act by members of the family, the AHA has discretion to consider all of the circumstances in each case, including the seriousness of the case. The AHA will use its discretion in reviewing the extent of participation or culpability of individual family members and the length of time since the violation occurred. The AHA may also review the family's more recent history and record of compliance and the effects that denial or termination of assistance may have on other family members who were not involved in the action or failure to act.

The AHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in, or were culpable for the action or failure to act, will not reside in the unit. The AHA may permit the other members of a family to continue in the program.

Enforcing Family Obligations

The term "promptly" when used with the family obligations always means days. Denial or termination of assistance is always optional except where this Plan or the regulations state otherwise.

HQS Breach

The Housing Inspector will determine if an HQS breach as identified in 24 CFR 982.404 (b) is the responsibility of the family. Families may be given an extension to cure HQS breaches by the Housing Inspector.

Lease Violations

The following criteria will be used to decide if a serious or repeated violation of the lease will result in termination of assistance:

1. If the owner terminates tenancy through court action for serious or repeated violation of the lease.
2. If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and the AHA determines that the cause is a serious or repeated violation of the lease based on available evidence.
3. If the owner notifies the family of termination of tenancy assistance for serious or repeated lease violations, and the family moves from the unit prior to the completion of court action, and
4. If there are police reports, neighborhood complaints or other third party information, that has been verified by the AHA.
5. Nonpayment of rent is considered a serious violation of the lease.

Notification of Eviction

If the family requests assistance to move and they did not notify the AHA of an eviction within ten (10) days of receiving the Notice of Lease Termination, the move will be denied.

Proposed Additions to the Family

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

1. Persons who have been evicted from public housing.

2. Persons who have previously violated a family obligation listed in 24 CFR 982.551 of the HUD regulations.
3. Persons who have been part of a family whose assistance has been terminated under the Certificate or Voucher program.
4. Persons who commit drug-related criminal activity or violent criminal activity.
5. Persons who do not meet the AHA's definition of family.
6. Persons who commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
7. Persons who currently owe rent or other amounts to the AHA or to another PHA in connection with Housing Choice Voucher or public housing assistance under the 1937 Act.
8. Persons who have engaged in or threatened abusive or violent behavior toward AHA personnel.

Family Member Moves Out

Families are required to notify the AHA if any family member leaves the assisted household. When the family notifies the AHA, they must furnish the following information:

1. The date the family member moved out.
2. The new address, if known, of the family member.
3. A statement as to whether the family member is temporarily or permanently absent.
4. Documentation of the whereabouts of the person who moved or, if that is unknown, a notarized statement by the Head of the Household

Limitation on Profit-Making Activity in Unit

If the business activity area results in the inability of the family to use any of the critical living areas, such as a bedroom utilized for a business which is not available for sleeping, it will be considered a violation. If the AHA determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a program violation. If the AHA determines the business is not legal, it will be considered a program violation.

Fraud

In each case, the AHA will consider which family members were involved, the circumstances, and any hardship that might be caused to innocent members.

15-D. PROCEDURES FOR NON-CITIZENS

[24 CFR 5.514, 5.516, 5.518]

Denial or Termination due to Ineligible Immigrant Status

Applicant or participant families in which all members are neither U.S. citizens nor eligible immigrants are not eligible for assistance and must have their assistance terminated. The AHA must offer the family an opportunity for a hearing. Assistance may not be terminated while verification of the participant family's eligible immigration status is pending.

False or Incomplete Information

When the AHA has clear, concrete, or substantial documentation (such as a permanent resident card or information from another agency) that contradicts the declaration of citizenship made by an applicant or participant, an investigation will be conducted and the individual will be given an opportunity to present relevant information. The AHA will then verify eligible status, deny, terminate, or prorate as applicable.

The AHA will deny or terminate assistance based on the submission of false information or misrepresentation.

Procedure for Denial or Termination

If the family (or any member) claimed eligible immigrant status and the INS primary and secondary verifications failed to document the status, the family may make an appeal to the INS and request a hearing with the AHA either after the INS appeal or in lieu of the INS appeal.

After the AHA has made a determination of ineligibility, the family will be notified of the determination and the reasons and informed of the option for prorated assistance (if applicable).

15-E. ZERO ($0) ASSISTANCE TENANCIES

[24 CFR 982.455 (a)]

The family may remain in the unit at $0 assistance for up to 180 calendar days after the last HAP payment. If the family is still in the unit after 180 calendar days, the assistance will be terminated. If, within the 180 calendar day timeframe, an owner rent increase or a decrease in the Total Tenant Payment causes the family to be eligible for a housing assistance payment, the AHA will resume assistance payments for the family. In order for a family to move to another unit during the 180 calendar days, the rent for the new unit would have to be high enough to necessitate a housing assistance payment.

15-F. ZERO INCOME PARTICIPANTS

When the staff discovers that a family has had zero income, the following procedures should be followed:

1. If zero income is reported at the annual rectification, the Housing Specialist shall complete the annual recertification in accordance with established procedures. The Housing Specialist will require the client to complete a household budget worksheet and a personal declaration attesting to zero household income. If previously employed, the AHA will verify the ending date of the employment.
2. If zero income is reported as an interim change, the Housing Specialist will perform the interim re-determination of tenant rent and housing assistance payments. As part of the interim procedures the Housing Specialist will request that the family complete the household budget worksheet and a personal declaration attesting to zero household income. If previously employed, the AHA will verify the ending date of the employment. Depending on the circumstances the Housing Specialist may send an Interim Reevaluation Letter requesting that they complete the Interim Reevaluation Form and return to the AHA within thirty (30) calendar days of the date of receipt. Failure to return this form will result in the initiation of the termination process. If no response is made to this letter, the Housing Specialist will send a Termination Letter informing them of the effective date of the termination, the reason for the termination, and of their right to a hearing. If they schedule a hearing, the hearing officer will

determine if the participant is to be reinstated based on the information provided at the hearing. Otherwise, the termination becomes effective according to the effective date on the notice issued.

3. The AHA reserved the right to require families that have reported zero income to perform a re-certification more frequently than annually

4. If the family's response to the Interim Reevaluation Letter is that that they do have income, an interim adjustment is made by the Housing Specialist. If the Housing Specialist suspects that the family misrepresented their household income, they must immediately notify their supervisor. The Housing Specialist, Supervisor and Program Coordinator may determine the amount of HAP overpaid for the family and demand repayment in full. Additionally, the Program Coordinator may permit the family to enter into a repayment agreement, and/or terminate assistance, and or refer the case to the HUD-OIG (See Chapter 17).

5. If the family's response to the Interim Reevaluation Letter is that they still do not have income, the Housing Specialist will schedule an interim appointment. At the interim appointment, the Housing Specialist will request from the family verification of how they pay bills, utilities, necessities, etc. The AHA will check other sources such as the Texas Workforce Commission, EIV or TANF for any potential undeclared sources of income. If it is verified that the family actually has unreported income, the Housing Specialist will immediately review this case with their supervisor (see #2 above). .

15-G. OPTION NOT TO TERMINATE FOR MISREPRESENTATION

[24 CFR 982.551, 982.552(c)]

Unreported Change in Family Composition/Income

In instances where a client has not reported changes in family composition and income and failure to report such changes results in overpayment of the HAP by the AHA, the AHA will compute the amount owed the Housing Authority. In cases where the AHA determines that the amount owed the Housing Authority is due to unintentional error on the part of the participant and the amount owed the AHA is not substantial, the AHA may offer the participant the opportunity to repay the debt in full or may offer to set up a repayment agreement. If the participant fails to repay the debt or to enter into a repayment agreement, the AHA will begin termination procedures.

1. The AHA must make every effort to encourage the client to repay the debt repaid in full. If the AHA determines that the client may remain on the program the AHA may offer the client the opportunity to enter into a repayment agreement. In establishing the repayment agreement, the client must pay one-third of the amount owed the Housing Authority as the initial payment. The remaining balance will divided into monthly installments not to exceed a 12 month period.

2. If the family is unable to repay in full, the AHA may offer the family the opportunity to enter into a repayment agreement. If a client fails to make two consecutive payments, the AHA will begin termination proceedings.

3. In cases where a client owes less than $300, a full payment must be made to the Housing Authority rather than initiating a repayment agreement.

4. In cases of intentional misrepresentation of household income, the AHA will initiate the cancellation process and will not enter into a repayment agreement.

5. All participants will be provided the opportunity for a hearing before they are terminated from participation in the Voucher Program or other programs administered by the AHA. In instances where a client owes more than $1,500, the case will also be referred to the OIG for collection.

15-H. MISREPRESENTATION IN COLLUSION WITH OWNER

[24 CFR 982.551, 982.552 (c)]

If the family intentionally, willingly, and knowingly engages in misrepresenting household income or is involved in any other illegal scheme with the owner, the AHA will deny or terminate assistance. In making this determination, the AHA will carefully consider the possibility of overt or implied intimidation of the family by the owner and the family's understanding of the events.

15-I. MISSED APPOINTMENTS AND DEADLINES

[24 CFR 982.551, 982.552 (c)]

It is a family obligation to supply any and all information, documentation, and certification as needed for the AHA to fulfill its responsibilities. The AHA schedules appointments and sets deadlines in order to obtain the required information. The family obligations also require that the family allow the AHA to inspect the unit. Appointments are made for this purpose.

An applicant or participant who fails to keep an appointment, or to supply information required by a deadline without notifying the AHA, may be given a second appointment. If they fail to keep or attend a second appointment and no "good cause" was established for missing the appointment, a termination letter will be sent for failure to provide required information or for failure to allow the AHA to inspect the unit.

Appointments will be scheduled and time requirements will be imposed for the following events and circumstances.

1. **Eligibility for Admissions Voucher Issuance and Briefings**- Applicants will be notified in writing at least ten (10) calendar days before they are to attend a preliminary/briefing meeting. Applicants notified to attend a preliminary/briefing meeting that do not attend will be cancelled from the waiting list, unless they request to be rescheduled within three (3) calendar days of the scheduled meeting date. This notification must be in writing. Effective June 17, 2005, an applicant may not reschedule his/her preliminary briefing more than two consecutive times unless approved by the Supervisor due to extenuating circumstances (i.e. hospitalization, military service, etc.).

2. **Housing Quality Standards Inspections**- Inspections are conducted by appointment. Appointment letters are mailed to the participant. If the family is not home for their scheduled appointment, the inspector will reschedule and send another appointment letter. If the second appointment is missed, the Inspector may send a notice of termination advising of the reason for the termination, stating the effective date and their right to an informal hearing.

3. **Recertifications**- If a participant does not attend their annual reexamination appointment, another appointment may be scheduled. If the participant fails to attend the second appointment and does not call to reschedule another reexamination appointment, he/she is issued a termination notice. The notice will identify the effective date of termination, the reason for the termination, and give notice of their right to request an informal hearing. The AHA shall issue a copy of the termination notice to the landlord.

4. **Informal Hearings**- At the discretion of the AHA, acceptable reasons for missing informal hearing appointments or failing to provide information by deadlines are:

    a. Medical emergency

b. Incarceration

c. Family emergency

Procedure when Appointments are Missed or Information not Provided

For most purposes in this Plan, the family may be given two opportunities before being issued a notice of termination or denial of assistance.

After issuance of the termination notice, if the family offers to correct the violation of their family obligations, within the time allowed the family to request a hearing, the AHA may rescind the notice of termination of housing assistance after the family cures the breach. The notice will also be rescinded if the family offers to cure and the family does not have a history of non-compliance.

CHAPTER 16 - OWNER DISAPPROVAL AND RESTRICTION

[24 CFR 982.54, 982.306, 982.453]

INTRODUCTION

It is the policy of the AHA to recruit owners to participate in the voucher program. The AHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the AHA. The regulations define when the AHA must disallow an owner participation in the program, and they provide the AHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

16-A. DISAPPROVAL OF OWNER

[24 CFR 982.306, 982.54(d)(8)]

The AHA will disapprove the owner for the following reasons:

1. HUD has informed the AHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.
2. HUD has informed the AHA that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal equal opportunity requirements and such action is pending.
3. HUD has informed the AHA that a court or administrative agency has determined that the owner violated the Fair Housing Act or other Federal equal opportunity requirements.
4. Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister or brother of any family member. The AHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability. In cases where the owner and tenant bear the same last name, the AHA may, at its discretion, require the family and/or owner to certify whether they are related to each other in any way.
5. The owner has violated obligations under a housing assistance payments contract under HCV of the 1937 Act (42 U.S.C. 1437f).
6. The owner has committed fraud, bribery, or any other corrupt act in connection with any Federal housing program.
7. The owner has engaged in drug-related criminal activity or any violent criminal activity.
8. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based HCV assistance or leased under any other Federal housing program.
9. The owner has a history or practice of renting units that fail to meet State or local housing codes.
10. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under HCV or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
    a. Threatens the right to peaceful enjoyment of the premises by other residents.

b. Threatens the health or safety of other residents, of employees of the AHA, or of owner employees or other persons engaged in management of the housing.

c. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises.

d. Is involved in drug-related criminal activity or violent criminal activity.

11. The owner has not paid State or local real estate taxes, fines, or assessments.

12. The owner has failed to comply with regulations, the mortgage or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.

16-B. OWNER RESTRICTIONS AND PENALTIES

24 CFR 982.453]

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the AHA will restrict the owner from future participation in the program for a period of time commensurate with the seriousness of the offense. The AHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, the AHA will review all relevant factors pertaining to the case and will consider such factors as the owner's record of compliance and the number of violations.

16-C. CHANGE IN OWNERSHIP

A change in ownership does not require execution of a new contract and lease. The AHA may approve the assignment of the HAP contract at the old owner's request. The AHA may approve the assignment, since they are a party to the contract. The AHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the employee identification number or social security number of the new owner.

The AHA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.

If the new owner does not want an assignment of the contract, the AHA will terminate the HAP contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another unit.

A new contract will be entered into with the new owner when:

1. The AHA receives a lease signed by the new owner and the tenant,
2. There is evidence of ownership by the new owner, and/or
3. The new owner wants to receive payment in their personal or corporate name.

CHAPTER 17 - OWNER OR FAMILY DEBTS TO THE PHA

[24 CFR 982.552]

INTRODUCTION

This chapter describes the AHA's policies for the recovery of monies which have been overpaid for families, and to owners. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the PHA's policy to meet the informational needs of owners and families, and to communicate the program rules in order to avoid owner and family debts. Before a debt is assessed against a family or owner, the file must contain documentation to support the PHA's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the owner, the family or other interested parties.

When families or owners owe money to the AHA, the AHA will make every effort to collect it. The PHA will use a variety of collection tools to recover debts including, but not limited to:

1. Requests for lump sum payments
2. Civil suits
3. Payment agreements
4. Abatements
5. Reductions in HAP to owner
6. Collection agencies
7. Credit bureaus
8. Income tax set-off programs

17-A. PAYMENT AGREEMENT FOR FAMILIES

[24 CFR 982.552 (c)(v-vii)]

INSTRUCTION: *The use of payment agreements for PHAs is optional.*

A Payment Agreement as used in this Plan is a document entered into between the AHA and a person who owes a debt to the AHA. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the AHA upon default of the agreement.

1. The AHA will prescribe the terms of the payment agreement, including determining whether to enter into a payment agreement with the family based on the circumstances surrounding the debt to the AHA.
2. There are some circumstances in which the AHA will not enter into a payment agreement. They are:
3. If the family already has a Payment Agreement in place.
4. If the AHA determines that the family committed program fraud.
5. If the AHA determines that the debt amount is larger than can be paid back by the family with one year.

6. The minimum amount for which the AHA will enter into a payment agreement with a family is $300.
7. The maximum length of time the AHA will enter into a payment agreement with a family is 12 months.

17-B. PAYMENT SCHEDULE FOR MONIES OWED TO THE AHA

Initial Payment Due-1/3 of the amount of the total debt due the AHA.

Remaining payments- the remaining balance will be divided for payment over the next 6-11 months.

Late Payments

A payment will be considered to be in arrears if:

> The payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the family's payment agreement is in arrears, and the family has not contacted or made arrangements with the AHA, the AHA may:

1. Require the family to pay the balance in full
2. Pursue civil collection of the balance due
3. Terminate the housing assistance
4. Grant an extension of fifteen (15) business days

If the family requests a move to another unit and is in arrears on a payment agreement:

1. The family will be required to pay the balance in full, or be terminated from the program.
2. If the family pays the past due amount, they will be permitted to move.

17-C. DEBTS DUE TO MISREPRESENTATIONS/NON-REPORTING OF INFORMATION

24 CFR 982.163]

HUD's definition of program fraud and abuse is a single act or pattern of actions that:

> Constitutes false statement, omission, or concealment of a substantive fact, made with intent to deceive or mislead, and that results in payment of HCV program funds in violation of HCV program requirements.

Family Error/Late Reporting

1. Families who owe money to the AHA due to the family's failure to report increases in income will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.
2. Families who owe money to the AHA due to the family's failure to report increases in income will be required to repay in accordance with the payment procedures for program fraud, below.

3. Families who owe money to the AHA due to the family's failure to report increases in income will be required to pay in a lump sum within thirty (30) calendar days. If the family pays the amount in full within this time period, the PHA may continue assistance to the family.

Program Fraud

1. Families who owe money to the PHA due to program abuse or fraud will be required to repay in accordance with the guidelines in the Payment Agreement Section of this Chapter.
2. Families who owe money to the PHA due to program abuse or fraud will be required to pay in accordance with the payment procedures for program fraud, below.
3. Families who owe money to the PHA due to program abuse or fraud will be required to pay the amount in full within thirty (30) calendar days. If the full amount is paid within this time period, and the family is still eligible, the PHA may continue assistance to the family.

If a family owes an amount which equals or exceeds $1,500 as a result of program fraud, the case will be referred to the Inspector General. Where appropriate, the AHA may refer the case for criminal prosecution.

Payment Procedures for Program abuse or Fraud

Families who commit program fraud [or untimely reporting of increases in income] will be subject to the following procedures:

1. The maximum time period for a Payment Agreement will be 12 months.
2. The family will be required to pre-pay 1/3 of the amount owed prior to or upon execution of the Payment Agreement.
3. The minimum monthly payment computed by dividing the remaining balance by the number of months (not to exceed 11 months).
4. The amount of the monthly payment will be determined in accordance with the family's current income.

17-D. DEBTS DUE TO MINIMUM RENT TEMPORARY HARDSHIP

If the family owes the AHA money for rent arrears incurred during the minimum rent period, the AHA will calculate the total amount owed and divide it by 11 to arrive at a reasonable payback amount that the family will be required to pay to the AHA monthly in addition to the family's regular monthly rent payment to the owner. The family will be required to pay the increased amount until the arrears are paid in full to the AHA.

The AHA will not enter into a payment agreement that will take more than 12 months to pay off.

* If the family goes into default on the payment agreement for back rent incurred during a minimum rent period, the AHA will reevaluate the family's financial situation and determine whether the family has the ability to pay the increased rent amount and if not, restructure the existing payment agreement.

17-E. GUIDELINES FOR PAYMENT AGREEMENTS

[24 CFR 982.552(c)(v-vii)]

Payment agreements will be executed between the AHA and the head of household and spouse or co-head.

1. The payment agreement must be executed by the head of household and spouse or co-head or their designee.
2. Payments may only be made by money order or cashier's check.

The agreement will be in default when a payment is delinquent by the 5th day of the month.

The family's assistance will be terminated unless the AHA receives the balance of the payment agreement in full within 1 business day of the termination notice.

A payment agreement will be considered to be in default when it is in arrears for sixty (60) calendar days

Monthly payments may be decreased in cases of family hardship and if requested with reasonable notice from the family, verification of the hardship, and the approval of the Executive Director.

No move will be approved until the debt is paid in full unless the move is the result of the following causes, and the payment agreement is current:

1. Family size exceeds the HQS maximum occupancy standards
2. The HAP contract is terminated due to owner non-compliance or opt-out
3. A natural disaster

Additional Monies Owed: If the family already has a payment agreement in place and incurs an additional debt to the AHA:

The AHA will not enter into more than one payment agreement with the family.

17-F. OWNER DEBTS TO THE PHA

[24 CFR 982.453(b)]

If the AHA determines that the owner has retained housing assistance or claim payments the owner is not entitled to, the AHA may reclaim the amounts from future housing assistance or claim payments owed the owner for any units under contract. If future housing assistance or claim payments are insufficient to reclaim the amounts owed, the AHA will:

1. Require the owner to pay the amount in full.
2. Enter into a payment agreement with the owner for the amount owed.
3. Pursue collections through the local court system.
4. Restrict the owner from future participation.

17-G. WRITING OFF DEBTS

Debts will be written off if:

1. The debtor's whereabouts are unknown and the debt is more than three years old.
2. A determination is made that the debtor is judgment proof.
3. The debtor is deceased.
4. The debtor is confined to an institution indefinitely or for more than [specify number of] years.

CHAPTER 18 - COMPLAINTS AND HEARINGS

INTRODUCTION

The informal hearing requirements defined in HUD regulation are applicable to participating families who disagree with an action, decision, or inaction of the AHA. This chapter describes the policies, procedures and standards to be used when families disagree with a AHA decision. The procedures and requirements are explained for preference denial meetings, informal reviews and hearings. It is the policy of the AHA to ensure that all families have the benefit of all protections due to them under the law.

In addition to complaints from families, AHAs also receive complaints from owners, employees, and the public.

18-A. COMPLAINTS TO THE AHA

The AHA will respond promptly to complaints from families, owners, employees, and members of the public. Complaints may be reported by telephone by calling the complaint line or via the Internet.

The AHA hearing procedures will be provided to families in the briefing packet.

Categories of Complaints

Complaints from families: If a family disagrees with an action or inaction of the AHA or owner, the complaints will be referred to either the Housing Specialist or Inspector, handling the participant's case depending on the situation. If a complaint is not resolved, it will be referred to the Housing Coordinator.

Complaints from owners: If an owner disagrees with an action or inaction of the AHA or a family the complaint will be referred to either the Housing Specialist or Inspector, handling the participant's case depending on the situation. If a complaint is not resolved, it will be referred to the Housing Coordinator.

Complaints from staff: If a staff person reports an owner or family either violating or not complying with program rules, the complaint will be referred to the Housing Coordinator

Complaints from the general public: Complaints or referrals from persons in the community in regard to the AHA, a family or an owner will be referred an appropriate staff person. If a complaint is not resolved, it will be first referred to a Supervisor or Assistant to the Executive Director, and, if unresolved at these levels, to the Executive Director for resolution.

18-B. INFORMAL REVIEW PROCEDURES FOR APPLICANTS

[24 CFR 982.54(d) (12), 982.554]

Reviews are provided for applicants who are denied assistance before the effective date of the HAP contract. The exception is that when an applicant is denied assistance for citizenship or eligible immigrant status, the applicant is entitled to an informal hearing.

Procedure for Review

A request for an informal review must be received in writing by the close of the business day, no later than seven (7) business days from the date of the AHA's notification of denial of assistance. The informal review will be scheduled within fourteen (14) calendar days from the date the request is received. The notice must contain:

1. The reason(s) they are ineligible,
2. The procedure for requesting a review if the applicant does not agree with the decision, and

3. The time limit for requesting a review.

18-C. INFORMAL HEARING PROCEDURES

[24 CFR 982.555(a-f), 982.54(d) (13)]

When the AHA makes a decision regarding the eligibility and/or the amount of assistance, applicants and participants must be notified in writing. The AHA will give the family prompt notice of such determinations which will include:

1. The proposed action or decision of the AHA.
2. The date the proposed action or decision will take place.
3. An explanation of the basis for the AHA's decision.
4. The procedures for requesting a hearing if the family disputes the action or decision.
5. The time limit for requesting the hearing.
6. To whom the hearing request should be addressed.

The AHA must always provide the opportunity for an informal hearing before termination of assistance.

Informal hearings <u>are not required</u> for established policies and procedures and AHA determinations such as:

1. Discretionary administrative determinations by the AHA
2. General policy issues or class grievances
3. Establishment of the AHA schedule of utility allowances for families in the program
4. AHA determination not to approve an extension or suspension of a voucher term
5. AHA determination not to approve a unit or lease
6. AHA determination that an assisted unit is not in compliance with HQS (AHA must provide hearing for family breach of HQS because that is a family obligation determination)
7. AHA determination that the unit is not in accordance with HQS because of the family size
8. AHA determination to exercise or not exercise any right or remedy against the owner under a HAP contract

Notification of Informal Hearing

It is the AHA's objective to resolve disputes at the lowest level possible, and to make every effort to avoid the most severe remedies. However, if this is not possible, the AHA will ensure that applicants and participants will receive all of the protections and rights afforded by the law and the regulations. When the AHA receives a request for an informal hearing, a hearing shall be scheduled within fourteen (14) calendar days. The notification of hearing will contain:

1. The date and time of the informal hearing.
2. The location where the informal hearing will be held.
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense. The family must notify AHA 72 hours in advance of its intention to bring and be represented by legal counsel at the hearing.

4. The right to view any documents or evidence in the possession of the AHA upon which the AHA based the proposed action and, at the family's expense, to obtain a copy of such documents prior to the hearing (with exception of the Texas Department of Public Safety criminal background records).
    a. **Note:** Per its agreement with the Texas Department of Public Safety, the AHA does not copy the criminal background report for the participant.
5. A notice to the family that the AHA will request a copy of any documents or evidence the family will use at the hearing.

The AHA's Hearing Procedures

After a hearing date is agreed to, the family may request to reschedule only upon showing "good cause," which is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

The family must contact the AHA in advance of the scheduled hearing to request another hearing date. If the family does not appear at the scheduled time and did not make arrangements in advance, the AHA will proceed with the termination. The AHA will reschedule the hearing only if the family can show good cause for the failure to appear.

Family Rights

Families have a right to:

1. Present written or oral objections to the AHA's determination.
2. Examine the documents in the file which are the basis for the AHA's action, and all documents submitted to the Hearing Officer.
3. Copy any relevant documents at their expense.

Note: Per its agreement with the Texas Department of Public Safety, the AHA does not copy the criminal background report for the participant.

1. Present any information or witnesses pertinent to the issue of the hearing.
2. Request that AHA staff be available or present at the hearing to answer questions pertinent to the case.
3. Be represented by legal counsel, advocate, or other designated representative at their own expense.
4. If the family requests copies of documents relevant to the hearing, the AHA will make the copies for the family and assess a charge of 10 cents per page. In no case will the family be allowed to remove the file from the AHA's office.

The AHA has a right to:

1. Present evidence and any information pertinent to the issue of the hearing.
2. Be notified 72 hours in advance if the family intends to be represented by legal counsel, advocate, or another party.
3. Examine and copy any relevant documents to be used by the family prior to the hearing.
4. Have its attorney present.
5. Have staff persons and other witnesses familiar with the case present.

The informal review may not be conducted by the person who made or approved the decision under review, nor a subordinate of such person. The review may be conducted by a staff person who designated by the Executive Director.

Both the AHA and the family may present evidence and witnesses. The family may use an attorney or other representative to assist them at their own expense. If an attorney is to be present, the AHA must have 72 hours advance notice.

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the AHA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the AHA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the hearing findings shall be provided in writing to the family within ten (10) calendar days and shall include:

1. A clear summary of the decision and reasons for the decision;
2. If the decision involves money owed, the amount
3. The date the decision goes into effect.

The AHA is not bound by hearing decisions:

1. Which concern matters in which the AHA is not required to provide an opportunity for a hearing.
2. Which conflict with or contradict HUD regulations or requirements.
3. Which conflict with or contradict Federal, State or local law.
4. Which exceed the authority of the person conducting the hearing.

All requests for a hearing, supporting documentation, and a copy of the final decision will be retained in the family's file.

18-D. HEARING AND APPEAL PROVISIONS FOR "RESTRICTIONS ON ASSISTANCE TO NON-CITIZENS"

[24 CFR Part 5, Subpart E]

Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to the receipt of the decision on the INS appeal. Assistance to a family may not be terminated or denied while the AHA hearing is pending but assistance to an applicant may be delayed pending the AHA hearing.

INS Determination of Ineligibility

If a family member claims to be an eligible immigrant and the INS SAVE system and manual search do not verify the claim, the AHA notifies the applicant or participant within ten (10) calendar days of their right to appeal to the INS within thirty (30) calendar days or to request an informal hearing with the AHA either in lieu of or subsequent to the INS appeal.

If the family appeals to the INS, they must give the AHA a copy of the appeal and proof of mailing or the AHA may proceed to deny or terminate. The time period to request an appeal may be extended by the AHA for good cause.

The request for AHA hearing must be made within ten (10) calendar days of receipt of the notice offering the hearing or, if an appeal was made to the INS, within ten (10) calendar days of receipt of that notice.

After receipt of a request for an informal hearing, the hearing is conducted as described in this chapter for both applicants and participants. If the hearing officer decides that the individual is not eligible, and there are no other eligible family members the AHA will:

1. Deny the applicant family
2. Defer termination if the family is a participant and qualifies for deferral
3. Terminate the participant if the family does not qualify for deferral
4. If there are eligible members in the family, the AHA will offer to prorate assistance or give the family the option to remove the ineligible members.

All other complaints related to eligible citizen/immigrant status:

1. If any family member fails to provide documentation or certification as required by the regulation, that member is treated as ineligible. If all family members fail to provide, the family will be denied or terminated for failure to provide.
2. Participants whose termination is carried out after temporary deferral may not request a hearing since they had an opportunity for a hearing prior to the termination.
3. Participants whose assistance is pro-rated (either based on their statement that some members are ineligible or due to failure to verify eligible immigration status for some members after exercising their appeal and hearing rights described above) are entitled to a hearing based on the right to a hearing regarding determinations of tenant rent and Total Tenant Payment.
4. Families denied or terminated for fraud in connection with the non-citizens rule are entitled to a review or hearing in the same way as terminations for any other type of fraud.

18-E. MITIGATING CIRCUMSTANCES FOR APPLICANTS/PARTICIPANTS WITH DISABILITIES

[24 CFR 982.204, 982.552(c)]

Examples of mitigating circumstances are: a) A person with a cognitive disorder may not have understood the requirement to report increases in income, b) A person may not understand the need to make regular repayments on a promissory note, c) Minor criminal records for public drunkenness may be due to medication; prior incarcerations for being disorderly may be emotional disorder.

CHAPTER 19 - PROGRAM INTEGRITY AND FRAUD

[24 CFR 792.101 to 792.204, 982.54]

INTRODUCTION

The AHA is committed to assuring that the proper level of benefits is paid to all participating families and that housing resources reach only income-eligible families so that program integrity can be maintained. The AHA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

19-A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD

Under no circumstances will the AHA undertake an inquiry or an audit of a participating family arbitrarily. The AHA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The AHA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the AHA has a responsibility to HUD, the community, and eligible families in need of housing assistance to monitor participants and owners for compliance and, when indicators of possible abuse come to the Arlington Housing Authority's attention, to investigate such claims. The AHA will initiate an investigation of a participating family only in the event of one or more of the following circumstances.

1. **Referrals, Complaints, or Tips**. The AHA will follow up on referrals received by mail, by telephone, or in person from other agencies, companies or persons alleging that a family is in noncompliance with or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file.
2. **Internal File Review**. A follow-up will be made if AHA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review) information or facts that conflict with previous file data, the PHA's knowledge of the family, or statements made by the family.
3. **Verification of Documentation**. A follow-up will be made if the PHA receives independent verification or documentation that conflicts with representations in the family's file (such as public record information or reports from credit bureaus or other agencies).

19-B. STEPS THE AHA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD

The AHA management and staff will utilize various methods and practices (listed below) to prevent program abuse, noncompliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing education as the primary means to obtain compliance by families.

1. **Things You Should Know** (HUD-1140-OIG). This program integrity bulletin created by HUD's Inspector General will be furnished and explained to all applicants to promote understanding of program rules and to clarify the AHA's expectations for cooperation and compliance.
2. **Program Briefing Session.** Mandatory briefing sessions will be conducted by the AHA staff for all prospective program participants, either prior to or upon issuance of a voucher. At the conclusion of all program orientation sessions, the family representative will be required to sign a program briefing certificate to confirm that all rules and pertinent regulations were explained to them.
3. **Participant Counseling**. The AHA will routinely provide participant counseling as a part of every recertification interview in order to clarify any confusion pertaining to program rules and requirements.

4. **Review and Explanation of Forms**. Staff will explain all required forms and review the contents of all (re)certification documents prior to signature.
5. **Participant Certificatio**n. All family representatives will be required to sign a participant certification form to permit the AHA to conduct a criminal background check on each adult member of the family and to use the EIV system to verify income.

19-C. STEPS THE AHA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD

The AHA staff will maintain a high level of alertness to indicators of possible abuse and fraud by assisted families through:

1. Quality Control File Reviews.
2. Verification of all income and deductions.
3. Changes in reported Social Security numbers or dates of birth.
4. Authenticity of file documents.
5. Ratio between reported income and expenditures.
6. Consistency of signatures with previously signed file documents.
7. Observation. The AHA inspection personnel will maintain high awareness of circumstances that may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.
8. State Wage Data Record Keepers. Inquiries to state wage and employment record- keeping agencies, as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.
9. Utilization of HUD's UIV system.

19-D. THE AHA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD

The AHA staff will encourage all participating families to report suspected abuse to the AHA. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented and placed in the participant's file. All allegations, complaints, and tips will be carefully evaluated to determine whether they warrant follow-up. The AHA will not follow up on allegations that are vague or otherwise nonspecific. They will only review allegations that contain one or more independently verifiable facts.

1. File Review. An internal file review will be conducted to determine whether the subject of the allegation is a client of the AHA and, if so, whether or not the information reported has been previously disclosed by the family.
2. The AHA will then determine whether it is the most appropriate authority to do a follow-up (as compared to police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.
3. Conclusion of Preliminary Review. If at the conclusion of the preliminary file review there are facts contained in the allegation that conflict with file data and that are independently verifiable, the AHA will initiate an investigation to determine if the allegation is true or false.

19-E. OVERPAYMENTS TO OWNERS

If a landlord has been overpaid as a result of fraud, misrepresentation, or violation of the HAP contract, the AHA may terminate the contract and arrange for restitution to the AHA and/or family as appropriate.

The AHA will make every effort to recover any overpayments made as a result of landlord fraud or abuse. Payments otherwise due to the owner may be debited in order to repay the AHA or the tenant, as applicable.

19-F. HOW THE AHA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD

If the AHA determines that an allegation or referral warrants investigation, the steps taken will depend upon the nature of the allegation and may include the items listed below. In all cases, the AHA will secure the written authorization from the program participant for the release of information.

1. Employers and Ex-Employers. Employers or ex-employers may be contacted to verify wages that may have been previously undisclosed or misreported.
2. Neighbors/Witnesses. Neighbors and/or other witnesses who are believed to have direct or indirect knowledge of facts pertaining to the AHA's review may be interviewed.
3. Other Agencies. Investigators, caseworkers or representatives of other benefit agencies may be contacted.
4. Public Records. The AHA will review any relevant public records kept in a jurisdictional courthouse. Examples of public records that may be checked are real estate records, marriage and divorce records, uniform commercial code financing statements, voter registration rolls, judgments, court or police records, state wage records, utility records, and postal records.
5. Interviews with Head of Household or Family Members. The PHA will discuss the allegation (or details thereof) with the head of household or family members by scheduling an appointment at the appropriate PHA office. A high standard of courtesy and professionalism will be maintained by the PHA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusations, or any unprofessional conduct or language be tolerated by the management. If possible, an additional staff person will attend such interviews.

19-G. PLACEMENT OF DOCUMENTS, EVIDENCE, AND STATEMENTS OBTAINED BY THE PHA

Documents and other evidence obtained by the AHA during the course of an investigation will be considered "work product" and will be kept either in the participant's file or in a separate "work file." In either case, the participant's file or work file will be kept in a locked file cabinet. Such cases under review will be discussed only among AHA staff that are involved in the process or have information that may assist in the investigation.

19-H. CONCLUSION OF THE AHA'S INVESTIGATIVE REVIEW

At the conclusion of the investigative review, the AHA will determine whether the facts are inconclusive or whether a violation has or has not occurred.

19-I. EVALUATION OF THE FINDINGS

If it is determined that a program violation has occurred, the AHA will review the facts to determine:

1. What type of violation has occurred (procedural noncompliance or fraud).
2. Whether the violation was intentional or unintentional.
3. What amount of money (if any) is owed by the family.
4. Whether the family is eligible for continued occupancy.

19-J. ACTION PROCEDURES FOR VIOLATIONS THAT HAVE BEEN DOCUMENTED

Once a program violation has been documented, the AHA will propose the most appropriate remedy based upon the type and severity of the violation.

1. **Unintentional Non-compliance** This category applies when the family "fails to" observe a procedure or requirement of the AHA but does not misrepresent a material fact. This may include cases where no retroactive assistance payments are owed by the family **as** well as cases where an overpayment of assistance has been made.
2. **Intentional Misrepresentations** When a participant falsifies, misstates, omits, or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance by the AHA, the AHA will evaluate whether or not:
    a. The participant had knowledge that his/her actions were wrong
    b. The participant willfully violated the family obligations or the law
3. **Knowledge** This will be evaluated by determining whether the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, the briefing certificate, and the personal declaration are adequate to establish knowledge of wrongdoing.
4. **Willful Intent** Any of the following circumstances will be considered adequate to demonstrate willful intent:
    a. An admission by the participant of the misrepresentation.
    b. Repetition of the misrepresentation.
    c. Use of a false name or Social Security number.
    d. Admissions of the illegal action or omission by the participant to others.
    e. Omission of material facts known to the participant (e.g., employment of the participant or other household member).
    f. Falsification, forgery, or altering of documents.

g. Uttering and certifying to statements at an interim (re)determination that are later independently verified to be false.

19-K. AHA FRAUD RECOVERY POLICY

Procedures for Investigations

The following procedures are to be followed when investigating allegations of program abuse or fraud:

1. An allegation is reported or found either internally or externally. Staff will determine if the allegation is a program violation and what type of documentation or verification is needed to confirm or dismiss the allegation.
2. Staff will gather factual information and verify all allegations through written documentation when possible, or if it is an oral verification, staff will include the name, address, date and contact number of the source of information is provided. Reporting parties may remain anonymous.
3. If there is enough information to suspect a violation, staff will meet with the participant and will advise him/her of the allegation. Then, the participant will be given a reasonable time frame to bring in verifications or other information to dispute and/or dismiss the allegation.
4. If the allegation is not confirmed, the investigation will be cleared at this time. This information will be added to the case file, and a written disposition will be mailed to the participant.
5. However, the participant cannot provide documentation to clear the allegation, or cannot provide further information, and the allegation is confirmed by documentation verification, the Fraud Officer will either prepare recoupment worksheet to compute the amount of overpayment, or cancel the client from the rental assistance program.

Actions

When the AHA has established that a material misrepresentation has occurred, it may exercise any or all of the following actions:

1. Termination of housing assistance.
2. Repayment of housing assistance payments issued.
3. Repayment agreement.
4. Referral to the HUD-OIG.
5. Civil persecution – referral to District Attorney.

Informal Hearing

All notices of termination of assistance must include notice of the participant's right to an informal hearing.

The purpose of such an informal hearing is to review the information and evidence obtained by the AHA with the participant and to give the participant an opportunity to explain any document findings that conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the AHA. A secondary purpose of the informal hearing may be to assist the AHA in determining the best course of action most appropriate for the case. The AHA will consider:

1. The duration of the violation.
2. The number of false statements.
3. The family's ability to understand the rules.
4. The family's willingness to cooperate and to accept responsibility for the family's actions.
5. The amount of money involved.
6. The family's history.
7. The presence or absence of criminal intent.

Procedures for Enforcement

Each case will be dealt with individually, according to circumstances of the case, such as the degree of intent, the client's cooperation in providing information, and the client's ability to pay. Effective January of 2003, in cases of intentional program abuse due to unreported income, the AHA will initiate the termination proceeding and these participants will not be allowed to enter into repayment agreements.

In all cases of misrepresentations involving efforts to recover monies owed, the AHA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

1. Criminal Prosecution. If the AHA has established criminal intent and the case meets the criteria for prosecution, the AHA will refer the case to the HUD's regional inspector general for investigation (OIG), and terminate rental assistance. If the case is to be referred to the District Attorney's office, the AHA will make a final case preparation.
2. Administrative Remedies. The AHA will *t*erminate assistance and pursue restitution through the OIG. Once a disposition has been determined, the Housing Specialist will meet with the participant to explain the action that will be taken.

Repayment Agreement Procedures

In instances where a client has not reported changes in family composition and income by the time of the next recertification examination, and failure to report such changes results in overpayment of the HAP by the AHA, the Housing Specialists will compute the amount owed the Housing Authority and give this information to the supervisor/Program Coordinator.

1. In cases where the failure to report income or family composition are determined to be intentional, the AHA will initiate cancellation proceedings and the participant will not be offered the opportunity to set up a repayment agreement. In instances where a client owes more than $1,500, the case will be considered program abuse and referred to HUD's OIG for collection.
2. In cases of unintentional overpayment, the Housing Specialist will send written notice/demand repayment in full. If the family is willing but unable to repay in full, the Housing Specialist has the discretion to set up a repayment agreement. In establishing the repayment agreement, the AHA may set up a repayment agreement. In those instances, the participant must pay one third of the amount owed the Housing Authority as the initial payment. The remaining balance will divided for payment over the next 6 to 11 months.
3. If a client fails to make two consecutive payments, the AHA will send notice to terminate assistance.
4. In cases where a client owes $300.00 or less, a full payment must be made to the Housing Authority rather than initiating a repayment agreement.

CHAPTER 20 -SPECIAL HOUSING PROGRAMS

20-A. HOMEOWNERSHIP PROGRAM

In November 2000, the Arlington Housing Authority (AHA), at the direction of the Board of Commissioners (Resolution 00-17), development of a homeownership assistance program to expand affordable housing opportunities for eligible applicants and participants. The following program parameters describe AHA's homeownership option:

Program Eligibility

1. Family must meet all eligibility requirements of the HCV Program and is encouraged to be a member or graduate of AHA's Family Self-Sufficiency Program.
2. AHA will determine the family's eligibility for the HCV Homeownership Assistance Program through briefing and pre-home ownership counseling sessions, review of employment history and credit worthiness.
3. Eligible families must attend and satisfactorily complete a homeownership program required by AHA.
4. The Head of household or co-head or spouse is currently employed on a full-time basis and has been continuously employed during the year before commencement of homeownership assistance. Households where the head of household, co-head or spouse is elderly or a person with a disability are exempt from this employment requirement.
5. Annual income of the adult members who will own the home at the commencement of homeownership assistance must be equal to or greater than the federal minimum hourly wage multiplied by 2000 hours. Except in the case of elderly or disabled families, welfare assistance cannot be counted in determining if the family meets the minimum income requirement. This minimum income requirement is applied to determine initial qualification to purchase a particular home, not as a continuing requirement. Public assistance income is counted in determining income- eligibility and in calculating the amount of the monthly homeownership assistance payment.
6. The home being purchased must be the family's principal place of residence.
7. Minimum homeownership down payment requirement of at least 3% of the purchase price, with at least 1% of the purchase price coming from the family's personal resources.
8. Family must be a "first-time homebuyer" (assisted family cannot include any person who owned a "present property ownership interest" in the residence of any family member in the past three years) or be a family that owns shares in a cooperative. "First-time homeowner includes a single parent or displaced homemaker who, while married, owned a home with his or her spouse or resided in a home owned by his or her spouse.
9. Head-of-household, co-head, or spouse cannot have previously defaulted on a mortgage obtained through the homeownership option.
10. The AHA will not limit the number of persons in the HCV program that can participate in the HCV Homeownership program.

Termination of Assistance - Among those reasons that AHA may deny or terminate homeownership assistance are:

1. The family does not comply with voucher program requirements at 4CFR 982.552 or for criminal activity as defined by 4 CFR 982.553
2. The family does not comply with family obligations described at 4 CFR 982.551 OR 24 CFR 982.633, or
3. AHA must terminate voucher homeownership assistance for the family if the family is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage-securing debt incurred to purchase or refinance the home.

Loss of Employment - If an FSS participant loses employment, he/she will be given ninety (90) calendar days to seek and obtain full time employment. Failure to follow this requirement may result in termination of assistance. A ten (10) day Intent to Terminate letter will be sent. Exceptions will be granted on a case by case basis.

Actively Seeking Employment - Ten documented contacts will be required with perspective employers will be required per week. Documentation must be provided to the FSS Coordinator on a weekly basis. Continual loss of employment will be verified to determine if it was beyond the participant's control. Acceptable reasons are: medical/family illness; and/or closure or downsizing of company. Failure to follow this requirement will result in termination of assistance.

Recapture of Homeownership Assistance - Upon the purchase of the home, the family must execute documentation that gives the AHA the right to recapture some or all of the homeownership assistance provided on behalf of the family if the family sells the home. The amount of homeownership assistance subject to recapture will be automatically reduced over a 10-year period, beginning 1 year from the purchase date.

If the family sells the home, the actual recapture amount will be the lesser of:

1. The costs of the capital expenditures, the cost incurred by the family in the sale of the home (for example, the sales commission and other closing costs incurred by the seller);
2. The amount of the difference between the sales price and the purchase price that is being used toward the purchase of another home with voucher homeownership assistance; or
3. Any amounts that have been previously recaptured due to a previous sale or refinancing.

If the family is refinancing, the recapture amount will be the lesser of:

1. The amount of homeownership assistance provided to the family that is subject to recapture,
2. The difference between the current mortgage debt and the new mortgage debt, minus the cost of any capital expenditures, the costs incurred by the family for the refinancing, or any amounts that have been previously recaptured.

Program Requirements

1. Payment of housing assistance payment (HAP) must be to the lender. Payment of homeownership assistance payment (HAP) must be
    a. Given directly to the family or;
    b. Under the discretion of AHA, sent to the lender on behalf of the family.
2. A family may receive homeownership assistance for 15 years if the initial mortgage has a term that is 20 years or longer. In all other cases, the maximum term is 10 years. The AHA cannot establish shorter or longer maximum terms.

3. Annual reexamination and interim reexaminations will be conducted to determine family's continued eligibility and to make appropriate adjustments to the amount of the monthly housing assistance payments.

4. The payment standard for the participating homeownership assistance family is the greater of the payment standard at the commencement of homeownership assistance and the payment standard at the most recent regular reexamination.

5. Family must satisfactorily complete 8 hours of homeownership counseling, approved by AHA, prior to the start of homeownership assistance. Homeownership counseling will include information on borrowers' rights and obligation, credit counseling, home maintenance, budgeting and money management, credit counseling, how to negotiate the purchase price of a home, how to get homeownership financing (including pros and cons of different types of financing), how to find a home (including information about homeownership opportunities, schools and transportation) and advantages to purchasing, and how to locate a home in an area that does not have a high concentration of low-income families.

6. Home must pass an initial AHA Housing Quality Standards inspection. However, AHA will not conduct annual inspections.

7. Family must hire an independent, certified, professional home inspector to identify any physical defects and the consideration of the major building systems and components.

8. A copy of the independent inspection report must be given to AHA

9. Even if the unit passes AHA HQS, AHA can disapprove the unit based on the results of the independent professional inspection.

10. Family and AHA must determine if any pre-purchase repairs are necessary.

11. Family must provide AHA with a copy of the contract of sale.

12. Family and AHA must execute a "Statement of Homeowner Obligations."

Utilities Schedule- Utility allowance schedule is the same schedule as used in the HCV rental program.

Subsidy Standards/ Rent Burden

The subsidy standards for the Homeownership Program are the same as in the Housing Choice Voucher Program. The 40% initial rent burden cap is not applicable the homeownership program.

Maintenance and Major Repair Accounts

AHA has established $50 per month as routine maintenance and $50 per month major repair allowances which are maintained in an interest bearing escrow account managed by the AHA. Payments from these accounts are made either by the AHA directly to the contractor for needed repairs; or disbursed monthly to participants for their use in maintaining their homes. Homeowners must select which option they prefer in writing. The monthly amount deposited in these two accounts is not expected to cover all maintenance or major repair costs.

Homeownership Expenses

1. Homeownership expenses may only include amounts allowed by AHA to cover principal and interest on initial mortgage debt (any refinancing of such debt), mortgage insurance premium, real estate taxes and public assessments, home insurance,

2. AHA allowances for routine maintenance,

3. AHA allowance for major repairs, and

4. If a member of the family is a person with disabilities, homeownership expenses may include debt incurred to finance costs needed to make the home accessible, if the AHA determines the inclusion of such costs are needed as a reasonable accommodation.

Statement of Homeowner Obligations- The AHA and the participating family must execute a Statement of Homeowner Obligations before homeownership payments may start.

Homeownership Assistance Payments- The monthly homeownership housing assistance payment is equal to the lower of:

1. Payment standard minus family total participant payment (TTP) or
2. Family's monthly homeownership expenses minus TTP. For example:

$889 Payment Standard (FMR)		$1200 Monthly Homeownership expenses
$450 Total Participant Payment	or	- $500 Total Participant Payment
$439 Housing Assistance Payments		$700 Housing Assistance Payment

Portability - Families can select a home in the jurisdiction of another HA, if the receiving HA is administering a homeownership assistance program. The receiving HA can absorb the family into their program or bill AHA for the housing assistance payments. The receiving HA will arrange necessary homeownership counseling.

Fair Housing - All civil rights laws applicable to the HCV program are applicable to the homeownership program.

Arlington Housing Authority Homeownership Assistance Program

Statement of Homeowner's Obligations

HCV Homeownership Assistance Program applicants / participants must comply with the following obligations. The family must:

Initial each item

_____ Maintain full-time employment (average 30-hours or more per week)

_____ Provide a minimum of 1% of the purchase price from the family's personal resources. (the family may use Family Self-Sufficiency escrow funds)

_____ Secure financing for the home purchase

_____ Obtain Arlington Housing Authority (AHA) approval of the home purchase and financing terms prior to closing

_____ Locate a home that is either under construction or an existing home

_____ Execute a contract of sale within 120 calendar days, from the date of Statement of Homeownership Obligations agreement. AHA must issue the family a rental voucher if a contract of sale is not executed within 120 calendar days.

_____ The family will have up to thirty (30) calendar days to close after contract of sale is executed.

_____ Execute documentation (recorded lien) that gives AHA the right to recapture some or all of the homeownership assistance provided on behalf of the family, in the event that the homeowner sells the home within 10-years of purchase

_____ Notify AHA if any pre-purchase repairs are necessary

_____ Accept responsibility for any maintenance expenses not covered by the housing assistance payment

_____ Maintain a major repair and maintenance account

_____ Make timely mortgage payments

_____ Satisfactorily complete 8-hours of homeownership counseling approved by AHA, prior to the start of homeownership assistance

_____ Obtain AHA inspector's approval of the unit to be purchased

_____ Hire an independent certified inspector to identify any physical defects and the condition of the home

_____ Provide AHA with a copy of the independent inspector's report

_____ Provide AHA with a copy of the contract of sale

_____ Accept responsibility for all homeownership expenses not covered by the monthly housing assistance payment

_____ Supply any information requested by the AHA or the Department of Housing and Urban Development (HUD) for use in an annual or interim eligibility reexaminations

_____ Provide any information that the AHA or HUD determines is necessary in the administration of the program

_____ Supply any information requested by the AHA to verify that the family is living in the unit or information related to family absence from the unit

_____ Use the assisted unit as the primary residence by the family. (The unit must be the family's only residence)

_____ May not be involved in drug related or violent criminal activity

I have read the above and agree to all of the obligations required of my family by the Arlington Housing Authority and the Department of Housing and Urban Development.

_____ _____

Homeownership Applicant Date

_____ _____

Homeownership Applicant Date

APPENDIX 1- GLOSSARY

Abatement An abatement of the rent is a reduction in the full amount of rental assistance that is paid on a unit.

Absorption The receiving HA uses funds available under the receiving HA's consolidated ACC to support a portable family, allowing the initial HA to discontinue reimbursing the receiving HA or not to make initial reimbursement payments.

Adjusted Income The Total Family Income less allowable deductions as follows:

1. $480 for each Dependent
2. $400 for any Elderly Family
3. for any Family that is not an Elderly Family but has a Disabled member other than the Head of Household or spouse, Disabled Assistance Expenses in excess of 3% of Total Family Income, but this allowance may not exceed the employment income received by Family members who are 18 years of age or older as a result of the assistance to the Disabled Person.
4. For any Elderly Family
   a. That has no Disabled Assistance Expenses, an allowance for Medical Expenses equal to the amount by which the Medical Expenses exceed 3% of the Total Family Income;
   b. That has Disabled Assistance Expenses greater than or equal to 3% of Total Family Income, an allowance for Disabled Assistance Expenses computed in accordance with paragraph (iii) of this section, plus an allowance for Medical Expenses that is equal to the Family's Medical Expenses.
   c. That has Disabled Assistance Expenses that are less than 3% of Total Family Income, an allowance for combined Disabled Assistance Expenses and Medical Expenses that is equal to the amount by which the sum of these expenses exceeds 3% of Total Family Income.

Administrative Fee Fee based on HUD regulations paid to HA for administering housing programs.

Administrative Fee Reserve

The account established by the HA from excess administrative fee income which must be used for housing purposes.

Admission The effective date of the Housing Assistance Payment (HAP) contract for a family in a participant-based program. At this point the family is a participant and no longer an applicant.

Allegation Information detected or declared without proof.

Annual Adjustment Factor (AAF)

Annual adjustments as of any anniversary date are determined by using the applicable HCV Annual Adjustment Factor most recently published by HUD in the Federal Register.

Annual Contributions Contract (ACC)

The ACC is a written contract between HUD and the HA. HUD agrees under the contract to provide funding for the program and HA agrees to comply with HUD regulations.

Annual Income The anticipated annual income of an eligible family from all sources for the 12 month period and is computed in accordance with regulations.

Arlington Housing Authority (AHA)

Created by City Council resolution in 1975, the Housing Authority of the City of Arlington, Texas is a separate entity that is commonly known as the Arlington Housing Authority.

Budget Authority An amount authorized and appropriated by Congress for payment to HAs under the program. Each funding increment in a HA's program has a budget authority which is the maximum amount that HUD will pay to the HA for the duration of the ACC for the funding increment.

Certificate of Family Participation

A certificate issued by the HA under the HCV Rental Assistance Program which declares the family to be eligible for participation in this program and it states the terms and conditions for such participation.

Child A member of the family under eighteen (18) years of age who is neither the head of household or spouse.

Child Care Expenses Funds paid by the family for care of minors less than 13 years of age when such is needed to enable a family member to be employed and/or engaged in activities to further his/her education.

Citizen A person born in the United States or one of its territories.

Co-head Individual in household who is equally responsible for the lease as the head of household.

Continued Assistance A family who is already receiving assistance under the 1937 Housing Act or a family who was admitted to any 1937 Housing Act program when the family is admitted to the voucher or certificate program.

Contract Authority The maximum annual payment by HUD to an HA for a funding increment.

Credible Evidence Includes, but is not limited to police and/or court records; testimony from neighbors, when combined with other factual evidence; or documentation of drug raids or arrest warrants.

Days Throughout the document “day” shall be considered calendar days unless stated otherwise.

Disabled Assistance Expenses

Reasonable expenses that are anticipated, during the period for which Total Family Income computed, for attendant care and auxiliary apparatus for a Disabled Family member, and that are necessary to enable a family member (including Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled Family A family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Disabled Person A person having a physical or mental impairment that (a) is expected to be of long continued and indefinite duration, (b) substantially impedes the person's ability to live independently, and (c) is of such a nature that such ability could be improved by more suitable housing conditions. Also a person who has a disability as defined in Section 223 of the Social Security Act. (42 U.S.C. 423) and a person who has a developmental disability as defined in Section 102 (7) of the Developmental Disabilities Assistance and Bill of rights Act (42 U.S.C. 6001 (7).

Displaced Person A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under federal disaster relief laws.

Disposition The settlement or outcome of an allegation.

Drug Related Criminal Activity

(1) Drug-trafficking; and/or

(2) Illegal use, or possession for personal use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C 802).

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

Enterprise Income Verification (EIV)

The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various HCV programs under the jurisdiction of the Office of Public and Indian Housing (PIH).

Elderly Family A Family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.

Eligible Immigrant Evidence

A person who has documents to prove citizenship or eligible immigration status.

Alleged facts that are proved or disapproved. Evidence may be in the form of documentation or testimony.

Exception Rent In the certificate program, the exception rent is an initial rent (contract rent plus any utility allowance in excess of the published FR). In the certificate program, the exception rent is approved by HUD, or the HA under prescribed conditions, and is used in determining the initial contract rent. In the voucher program, the HA may adopt a payment standard up to the exception rent limits approved by HUD for the HA certificate program.

Extremely Low-Income: Section 238 of HUD's FY 2014 Appropriations Act1 amended Section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a) to define Extremely Low-Income families as very low–income families whose income does not exceed the higher of 30 percent of the area median income or the federal poverty level. For the HCV program, not less than 75 percent of new admissions from the PHA waiting list during the PHA fiscal year must be ELI families.

Fair Market Rent Fair Market Rent (FMR) is HUD's determination of the rents that would be required to obtain housing, in a particular market area, privately developed and owned spaces of modest design. FMRs are published in the Federal Register in accordance with (24 CFR Part 888).

Family A family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:
3. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
4. An elderly family;
5. A near-elderly family;
6. A disabled family;
7. A displaced family; and
8. The remaining member of a tenant family.

Family Income The Total Family Income less allowable deductions as follows:

1. $480 for each Dependent
2. $400 for any Elderly Family
3. For any Family that is not an Elderly Family but has a Disabled member other than the Head of Household or spouse, Disabled Assistance Expenses in excess of 3% of Total Family Income, but this allowance may not

exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the Disabled Person.

4. For any Elderly Family (See Adjusted Income).

Family Self Sufficiency Program

A program established to promote self-sufficiency of assisted families through the provision of supportive services.

Fixed Income Income from Social Security payments including Supplemental Security Income (SSI) and Supplemental Security Disability Insurance (SSDI); Federal, state, local and private pension plans; and other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits, and other similar types of periodic payments.

Foster Child A child under 18 placed with family by state, local or private agencies appointed by the state.

Foster Child Care Payment

Payment to an eligible household for the care of a foster child.

Fraud A family member has committed fraud if, in connection with the obtaining or retaining of assistance under any federal housing program, the family member has intentionally or knowingly (1) made an oral or written statement which contains an untrue statement of a material fact; or (2) omitted to state any material fact.

Full Time Student A person who is carrying a full subject load for students as determined by the educational institution attended. An educational program also includes a vocational school.

Gross Rent The sum of the Contract Rent and the utility allowance. If there is no utility allowance, the Contract Rent equals the Gross Rent.

Head of Household The person who assumes financial and legal responsibility for the family and is listed on the applicant as the family head.

Homeless Individual An individual who

1. Is an Eligible Individual
2. Lacks a fixed, regular, and adequate nighttime residence, and
3. Has a primary nighttime residence that is:

   a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations.

   b. An institution that provides a temporary residence for individuals intended to be institutionalized; or

   c. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "Homeless Individual" does not include any individual imprisoned or otherwise detained under an Act of Congress or a State law.

Housing Assistance Payment

The monthly assistance payment by an HA. It includes:

1. A rent payment to the property owner for a family who is under lease.
2. An additional payment to the family if the total assistance payment exceeds the rent to the property owner. This payment is called the utility payment or utility reimbursement.

Housing Authority A Housing Authority (HA) is a public body corporate politic authorized in Texas by the legislature in Article 1269K, V.A.T.C.S, and now contained in Chapter 392 of the Local Government Code.

Housing Quality Standards

Guidelines set forth by HUD to ensure assisted units are decent, safe, and sanitary.

HUD The United States Department of Housing and Urban Development.

Income All sources of earning by each family member of the household as determined by HUD regulations.

Ineligibles A family who does not meet the income criteria or eligible immigration status as determined by HUD.

INS The United States Immigration and Naturalization Services.

Involuntarily Displaced Person

A person who is involuntarily displaced due to one or more hate crimes, natural disaster (such as flood or fire), or Federal, State, or local body or agency actions.

Property owner The property owner of the property or the property owner's authorized managing agent.

Lease A written agreement for the leasing of a unit between the property owner and an eligible family.

Live-in Aide A live-in aide is a person who resides with an elderly, near-elderly (ages 50-61) or disabled person for the purpose of providing care for the participant or a member of the participant's family.

Local Preference A preference adopted by the Housing Authority to select applicant families from the waiting list.

Low Income Family A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80% of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Medical Expenses Those medical expenses, including medical insurance premiums that are anticipated during the period for which Total Family Income is computed, and are not covered by insurance. Medical expenses of all members of an elderly/disabled/Disabled family are used to calculate the medical allowance for that family.

Minor Excluding foster children, a family member who is under 18 years of age other than the head of household or spouse.

Mixed Family An eligible family who has one or more ineligible immigrant family members residing in the household along with eligible citizens or eligible immigrants.

Monthly Adjusted Income

Computed as 1/12 of the Annual Income after allowances or Adjusted Income.

Monthly Income Computed as 1/12 of Annual Income.

Near-elderly family A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

Net Family Assets Value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home-property ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded (in cases where a trust fund has been established and the trust is not revocable by, or under the control of any member of the Family or family, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Total Family Income under 24 CFR, 913.106. In determining Net Family Assets, the Authority shall include the value of any assets valued at more than $1,000 disposed of by an Applicant or resident for less than fair market value including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as a part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms.

Preponderance of Evidence

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

Prorated Assistance A reduction in the amount of rental assistance paid by a HA because the household contains ineligible immigrant family members.

Single Person A person who lives alone or intends to live alone and who does not qualify as an Elderly Family, Disabled Person or as the remaining member of a participant family.

Single Pregnant Women

Single, pregnant women with no other children constitute a family and have the same status as a family consisting of two or more persons. When a pregnancy is the sole basis for determined eligibility, the pregnancy must be verified.

Single Room Occupancy

A unit which contains no sanitary facilities or food preparation facilities, or which contains one, but not both types of facilities and which is suitable for occupancy by a single eligible individual capable of independent living.

Special Adjustment Subject to HUD approval a special adjustment is for an increase in actual and necessary expenses of owning and maintaining a unit that has resulted from substantial general increases in real property taxes, utility rates, or similar costs (i.e., assessments of utilities not covered by regulated rates, but only if and to the extent that the Property owner clearly demonstrates that such general increases in the Property owners operating costs which are not adequately compensated for by the annual adjustments). The Property owner must submit financial statements to the AHA that clearly support the increase. (24 CFR,882.715 (2).

Spouse Spouse refers to the marriage partner of the Head of Household. Does include a partner in a common law marriage, but does not cover boyfriends, girlfriends, significant others or "co-heads".

Total Participant Income

The income from all sources of (1) the Head of Household and the spouse, and (2) each additional family member residing in the family that is anticipated to be received during the twelve months following admission or re-examination of family income. Income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of business or profession (for this purpose, expenditures for business expansion or amortization of capital assets shall not be deducted to determine the net income from a business);
3. Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the family has Net Family Assets in excess of $5,000, Total Family Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types or periodic receipt including a lump sum payment for the delayed start of a periodic payment;
5. Payments in lieu of earnings such as unemployment and disability compensation, worker's compensation and severance pay;
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and
7. All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit.

Annual income does not include the following:

1. Income from employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults;
3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (but see paragraph (b) (5) of this section;
4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member;
5. Income of a live-in-aide, as defined in 24 CFR, 813.102 or 913.102;
6. The full amount of student financial assistance paid directly to the student or to the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
8. Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or
9. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing transportation, child care, etc.) and which are made solely to allow participation in a specific program;
10. Compensation from State or local employment training programs and training of a family member as a resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance;
11. Temporary, nonrecurring or sporadic income (including gifts);
12. For all initial determinations and reexaminations of income carried out on or after April 23, 1993, reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
13. Earnings in excess of $480 for each full-time student 18 years old or older (excluding the Head of Household and spouse);
14. Adoption assistance payments in excess of $480 per adopted child:
15. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling;
17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
18. Amounts specifically excluded by other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. Currently, this list includes the following:
    a. The value of coupon allotments for the purchase of food in excess of the amount actually charged an eligible family pursuant to the Food Stamp Act of 1977 (7 U.S.C. 2017 (B).

b. The Domestic volunteer Service Act of 1973 (42 U.S.C. 5044(g), 5058);
c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626 (c);
d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
e. Payments of allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624 (F);
f. Payments received under programs funded in whole or in part for the Job Training Partnership Act (29 U.S.C. 1552 (b);
g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540 90 State. 2503-2504);
h. The first $2,000 of per capita shares received from judgment funds awarded by the Indian Claims commission or the Court of Claims (25 U.S.C. 1407-1408) or from funds held in trust for an Indian tribe by the Secretary of the Interior (25 U.S.C. 117(B), 1407);
i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal Work-Study or under the Bureau of Indian Affairs Student Assistance Programs (20 U.S.C. 1087uu);
j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(F);
k. Payment received after January 1, 1989, from the Agent Orange settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. NO. 381 (E.D.N.Y.);
l. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 State. 1785);
m. The value of any child care provided or arranged (or amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q); and
n. Earned Income Tax Credit Refunds (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32 (j);
o. Any financial assistance received for mandatory education fees and charges (in addition to tuition).

Total Participant Payment

The amount one participant family pays according to HUD's rent formula toward rent and utilities.

Unit Residential space for the private use of the family.

Utilities Utilities means electricity, water, gas, trash collection and sewage services. Telephone service is not included in utilities.

Very Low -Income Family

A Very Low Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller or larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Violent Criminal Activity

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

Waiting List A list of families by date and time of application awaiting subsidy to become available for rental assistance.

APPENDIX 2 - ENTERPRISE INCOME VERIFICTION (EIV)

Arlington Housing Authority (AHA) POLICY AND PROCEDURES FOR COMPLIANCE WITH Notice PIH 2010 -19 (HA)

Mandated Use of the Enterprise Income Verification (EIV) System

Requirement

AHA Policy updated to comply with the December 29, 2009, HUD issued on the final rule Entitled Refinement of Income and Rent Determination Requirements In Public and Assisted Housing Program: Implementation of the Enterprise Income Verification (EIV) System – Amendments, which requires PHAs to use the EIV system in its entirety to verify tenant employment and income administrative and subsidy payment errors in accordance with 24CRF 5.236 and administrative guidance issued by HUD.

The EIV System

The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various HCV programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN) reported on the form HUD-50058.

HUDs Requirements for PHAs

The three areas of requirements for PHAs as it relates to EIV are as follows:

1. System Security and data security
2. Monitoring
3. Reporting

Special Security

All PHA staff (including PHA-hired management agents), who have a need to access the EIV system complete and submit the EIV Authorization Form & Rules of Behavior and User Agreement to their designated EIV Coordinator in the local HUD office.

The PHAs user's access must be approved by the Executive Director or designee. AHA staff that will not need direct access to the system, but will have access to the EIV data must have a completed Access form maintained in the PHA's EIV file. Based on HUD guidance these user access forms are not submitted to the local HUD office for this type of access).

In order to meet HUD EIV Security requirements the AHA will:

1. Maintain copies of the User Authorization Forms and Certifications of Completions for all users.
2. Ensure that all EIV users completing Security Awareness training.
3. Conduct **semi-annual** review of User IDs and update any access changes in HUDs Secure System.
4. Complete security **annual** security awareness training for all EIV Authorized Users.

5. Maintain User Authorization records.
6. Report to HUD immediately any evidence of unauthorized access of known security breaches.

Privacy Protection Policy – for protection of data retrieved from EIV

1. AHA will use EIV resident data to verify a resident's eligibility for participation in the Public Housing, HCV Moderate Rehabilitation, Project-Based Voucher, Project-Based Certificate, and Housing Choice Voucher Programs to determine the level of assistance for which resident is eligible.
2. AHA will protect Data provided via EIV System to ensure that information is used only for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.
3. In compliance with HUD requirements, the AHA will
    a. Maintain and enforce security procedures
    b. Keep individual tenant information secured and not accessible to public.
    c. Keep EIV general information reports secured and not accessible to public.

AHA will safeguard the integrity of tenants EIV information by the following process: (AHA will select items applicable to their PHA)

1. All employees issued keys to access area or file cabinets which contain tenant files and EIV reports will complete a form acknowledging receipt of keys. A log will be kept showing name and date that the key was issued and the date that the key is returned.
2. Work area of staff authorized to research and download EIV reports and other privacy-sensitive information will be shielded from the public.
3. Unauthorized AHA staff will not have access to work station or computer of any authorized staff.
4. AHA staff will not leave resident files on counters and desk tops or leave computer screens open with sensitive data unattended. Files will be locked in desk or file cabinets and computer screens cleared before staff leaves his/her desk for any reason.
5. AHA staff will remove EIV printouts from printer immediately.
6. AHA will keep a log of all documents shredded, including name of employee disposing of document, description of document, method of disposal and date of disposal.
7. AHA staff will ensure that resident files are locked in file cabinets or locked file room at the close of each business day.
8. Any combination locks used for security purposes will be reset yearly or as needed due to staff turnover.
9. Security procedures will be reviewed with staff on a yearly basis to safeguard against laxity and breaches.

Monitoring of Tenant Data

The AHA will use all features of the EIV system to:

1. Verify tenant employment and income information during mandatory reexaminations of family composition and income in accordance with 24 CFR §5.236, and HUD administrative guidance; and

2. Reduce administrative and subsidy payment errors in accordance with HUD administrative guidance.
3. AHA will monitor the "Debts Owed Module" by completing the search of former tenants during the new admission process.

At the scheduled reexamination process the AHA will access the EIV system and obtain an Income Report for that household. The AHA will maintain the Income Report in the tenant file along with the form HUD-50058 and other supporting documentation to support income and rent determinations for all mandatory annual reexaminations of family income and composition.

In the event that the EIV Income Report does not contain any employment and income information for the family, the AHA will attempt the next lower level verification technique, as noted in Notice PIH 2010 - 19 (HA). **Subject: Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System.**

The Verification Hierarchy. PHAs should begin with the highest level of verification techniques. If the EIV Income Report does not contain any employment and income information for the family, the PHA should attempt the next lower level verification technique, as noted in the below chart.

Level	Verification Technique	Ranking
6	**Upfront Income Verification (UIV)** using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	**Highest** (Mandatory)
5	**Upfront Income Verification (UIV)** using non-HUD system	**Highest** (Optional)
4	**Written third Party Verification**	**High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV-reported employment and income information **and** is unable to provide acceptable documentation to support dispute)
3	**Written Third Party Verification Form**	**Medium-Low** (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
2	**Oral Third Party Verification**	**Low** (Mandatory if written third party verification is not available)
1	**Tenant Declaration**	**Low** (Use as a last resort when unable to obtain any type of third party verification)

Note: This verification hierarchy applies to income determinations for applicants and participants. However, EIV is not available for verifying income of applicants.

To ensure that the AHA is aware of potential subsidy payment errors, AHA will review **monthly** the following EIV reports:

1. Deceased Tenants Report
2. Identity Verification Report
3. Immigration Report

AHA will work to resolve any discrepancies within the next quarter. AHA will maintain copies of these reports and copies of attempts to resolve issues in a file or EIV binder. AHA will address the substantial difference discrepancy of $2400 annually.

To ensure that the AHA is aware of potential subsidy payment errors, AHA will monitor the following EIV reports on a **quarterly** basis:

1. Income Discrepancy Report resolve $2,400 plus discrepancy
2. Multiple Subsidy Report
3. New Hires Report (if your agency has an interim increase policy)

AHA will work to resolve any discrepancies within the next quarter. AHA will maintain copies of these reports and copies of attempts to resolve issues in a file or EIV binder.

Reporting Tenant Data

AHA will meet the Tenant Data Reporting Requirement compliance by the following reporting:

1. Timeliness of the required HUD Form 50058 submission
2. Updating the "Debts owed PHA" Module in the EIV System.

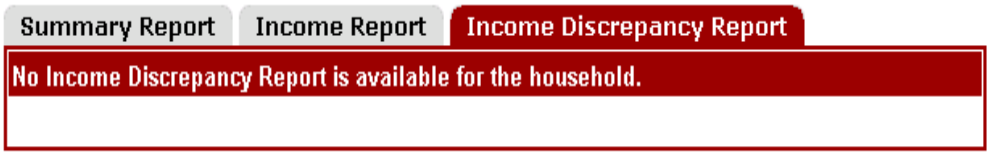
The AHA will meet the file documentation requirement to demonstrate AHA compliance with mandated use of EIV as a third party source to verify tenant employment and income information by completing the following for the HUD-50058 submissions:

1. For each new admission (form HUD-50058 action type 1), the PHA is required to have the following documentation in the tenant file:
    a. The EIV Income Report to confirm/validate family-reported income within 120 calendar days of the PIC submission date; and
    b. Print and maintain a copy of the EIV Income Report in the tenant file; and
    c. Resolve any income discrepancy with the family within sixty (60) calendar days of the EIV Income Report date (substantial difference $2400 annually).
    d. Check the debts owed report
2. For each historical adjustment (form HUD-50058 action type 14), the PHA is required to have the following documentation in the tenant file:
    a. The EIV Income Report to confirm/validate family-reported income within 120 calendar days of the PIC submission date; and
    b. Print and maintain a copy of the EIV Income Report in the tenant file; and

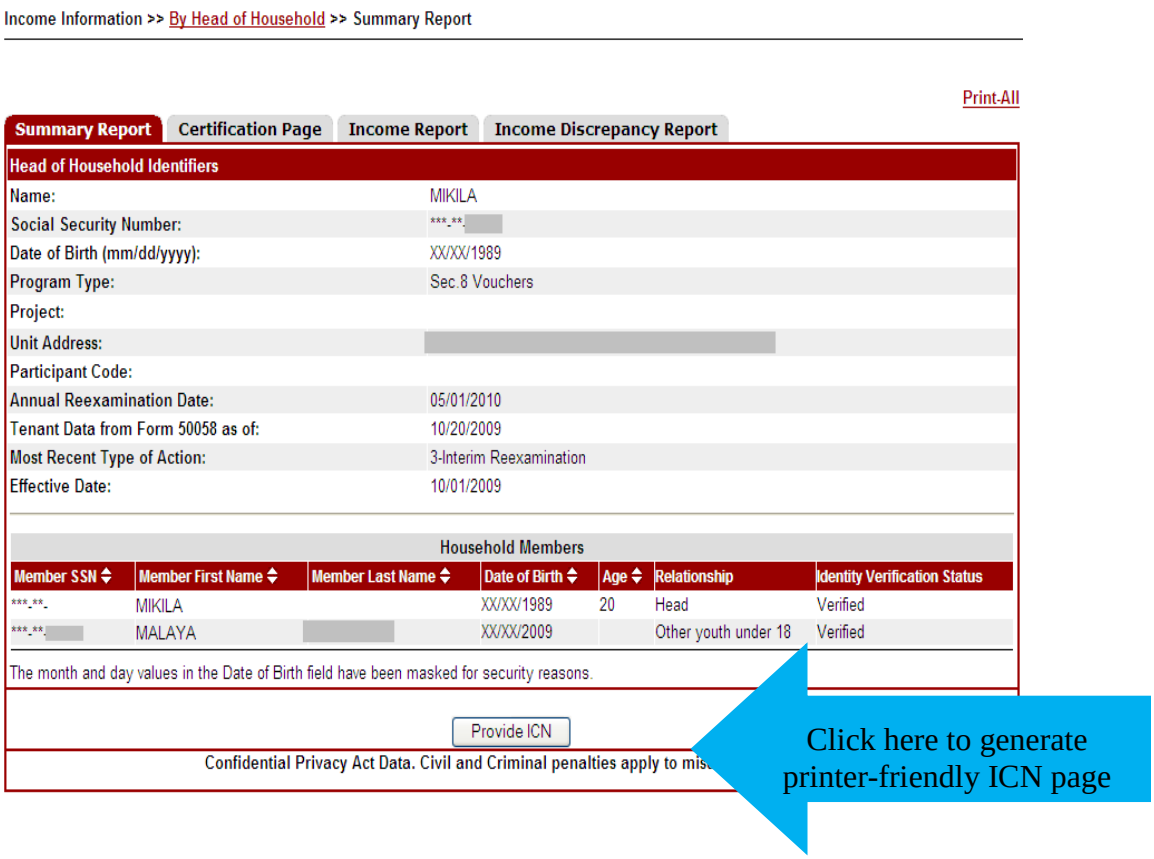
c. Resolve any income discrepancy with the family within sixty (60) calendar days of the EIV Income Report date (substantial difference $2400 annually).

3. For each interim reexamination (form HUD-50058 action type 3) of family income and composition, the PHA is required to have the following documentation in the tenant file:

   a. ICN Page when there is no household income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. (PHAs have the discretion to print the EIV Income report, however, only the ICN page is required.) See sample screen shot below.



Note: The ICN Page is available from the Summary Report tab. See sample screen shot below:



   b. **EIV Income Report** when there is an income discrepancy noted on the household's Income Discrepancy Report tab or Income Discrepancy Report. See sample screen shot below.

Summary Report | Income Report | Income Discrepancy Report

Head of Household Information		
Name:	DEBRA	
Social Security Number:		
Program Type:	Public Housing	
Project:		
Effective Date of Action:	03/10/2009	
Annual Reexamination Date:	02/01/2010	
Projected Annual Wages and Benefits from Form HUD-50058:	$8,328.00	
Period Of Income for Discrepancy Analysis	12/10/2007 - 12/09/2008	
Discrepancy Analysis	**Actuals**	**Annualized Last Quarter**
Reported Annual Wages and Benefits from EIV Data:	$24,919.06	$26,131.00
Amount of Annual Income Discrepancy:	($16,591.06)	**($17,803.00)**
Amount of Monthly Income Discrepancy:	($1,382.59)	($1,483.58)
Percentage of Income Discrepancy:	(66.58%)	(68.13%)

Note:Negative numbers represent potential under reporting of income. Please discuss this income discrepancy with the tenant. Positive numbers represent potential decrease in tenant income.

Confidential Privacy Act Data. Civil and Criminal penalties apply to misuse of this data.

Report Generated By - H18XXX *NICOLE X FAISON*

4. For each annual reexamination of family income and composition, the PHA is required to have the following documentation in the tenant file:
    a. **No Dispute of EIV Information**: EIV Income Report, current acceptable tenant-provided documentation, and if necessary (as determined by the AHA), traditional third party verification form(s
    b. **Disputed EIV Information:** EIV Income report, current acceptable tenant-provided documentation, and/or traditional third party verification form(s) for disputed information.
    c. **Tenant-reported income not verifiable through EIV system:** Current tenant-provided documents, and if necessary (as determined by the AHA), traditional third party verification form(s).

AHA will meet the required updating of Tenant Debts Owed Module in EIV in the following manner.

1. Ensure that that all household members have current Form 9886 signed in their file
2. Ensure that all files have required signed documentation by tenants relating to the update of AHA data to the EIV Debts Owed Module
3. Ensure that any information entered into the Debts Owed Module has supporting documents of the 30 notice to tenant as it relates to the debts owed input.

Date Policy Adopted by Board

USE OF THE EIV SYSTEM

I. Purpose

The EIV System is intended to provide a single source of income-related data to public housing agencies (PHAs) for use in verifying the income reported by tenants in the various assisted housing programs administered by the PHAs across the nation. The Office of Public and Indian Housing (PIH) is responsible for administering and maintaining the EIV system. The EIV system assists the AHA in the upfront verification of tenant income by comparing the tenant income data obtained from various sources including:

1. Tenant-supplied income data captured on Form HUD-50058 and maintained in the Public Housing Information Center (PIC) databases;
2. Wage information from the State Wage Information Collection Agencies ;
3. Social Security and Supplemental Security Income from the Social Security Administration; and,
4. User Profile information from the PIC database.

UIV tools other tools such as the Attorney General's online child support information and the Work Number.

II. Use in Determining Eligibility and in Interim and Re-Exam Process

<u>EIV tenant data only should be used to verify a tenant's eligibility for participation in a HUD rental assistance program and to determine the level of assistance the tenant is entitled to receive. Any other use, unless approved by the HUD Headquarters EIV Coordinator or EIV Security Officer, is specifically prohibited and may result in the imposition of civil or criminal penalties on the responsible person or persons.</u>

No adverse action can be taken against a tenant until the AHA has independently verified the EIV information and the tenant has been granted an opportunity to contest any adverse findings through the established grievance, hearing, or other legal procedures.

III. Client Authorization of Release of Information

The Privacy Act provides safeguards for individuals against invasions of privacy by requiring Federal agencies, except as otherwise provided by law or regulation, to:

1. Permit individuals to know what records pertaining to them are collected, maintained, used, or disseminated;
2. Allow individuals to prevent records pertaining to them, obtained for a particular purpose, from being used or made available for another purpose without their consent;
3. Permit individuals to gain access to information pertaining to them, obtain a copy of all or any portions thereof, and correct or amend such records;
4. Collect, maintain, use, or disseminate personally identifiable information in a manner that ensures the information is current and accurate, and that adequate safeguards are provided to prevent misuse of such information; and
5. Permit exemption from the requirements of the Act only where an important public policy need exists as determined by specific statutory authority.

Housing Specialists must assure that a copy of Form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, has been signed by each member of the household age 18 years old or

older and is in the household file. By signing this form, the tenant authorizes HUD and the AHA to obtain and verify income and unemployment compensation information from various sources including current and former employers. The AHA also utilizes Participant Notice of Criminal Background Screening and Electronic Income Verification Matching. Housing Specialists must also disclose that they are using UIV tools before, during and/or after mandatory re-examinations of household income. They must explain how the AHA uses UIV tools including the following:

1. How income discrepancies are identified by UIV tools and the potential effect of income discrepancies on a tenant's income/rent calculations;
2. What occurs when the tenant agrees with the discrepancy (e.g., initiation of 3rd party written verification of the discrepancy); and
3. Actions that the AHA may take based on verified unreported and/or under reported income (e.g., requirement for a repayment agreement, revise current and future rent payments, terminate assistance, and/or initiation of eviction proceedings).

IV. Protection of Data

The data provided via the EIV system will be protected (in compliance with the Privacy Act) to ensure that it is only used for official purposes and not disclosed in any way that would violate the privacy of the individuals represented in the system data.

1. The AHA's Security Officer (currently the Senior Housing Specialist) has the responsibility of ensuring compliance with the AHA security policies and procedures outlined in this document. These responsibilities include:
    a. Maintaining and enforcing the security procedures;
    b. Keeping records and monitoring security issues; and
    c. Communicating security information and requirements to appropriate personnel, including coordinating and conducting security awareness training sessions.
2. The AHA restricts access to EIV data only to persons whose duties or responsibilities require access. The AHA security officer maintains a record of users who have approved access to EIV data.
    a. All AHA employees who access the EIV system have a current signed User Agreement on file.
    b. Each contractor using the EIV data must sign a statement that they will maintain client confidentiality.
    c. Each AHA EIV user is required to have their own User ID and Password. Users should maintain the security of their User Accounts by not disclosing their passwords to other staff members and not sharing user accounts with other employees or contractors. The system forces all users to change their password every twenty-one (21) calendar days and limits the reuse of previous passwords.
    d. The AHA will revoke the access rights of those users who no longer require such access or modify the access rights if a change in the user's duties or responsibilities indicates a change in the current level of privilege.
    e. EIV data will be handled in such a manner that it does not become misplaced or available to unauthorized personnel. The EIV data will be maintained within client files. Access to the areas where EIV data is maintained will be limited by key access at

the front and rear entrance to the AHA. By controlling the movement of individuals and eliminating unnecessary traffic through these critical areas, the AHA may reduce the opportunity for unauthorized disclosure of EIV data.

f. Users should retrieve computer printouts as soon as they are generated so that EIV data is not left lying unattended in printers where unauthorized users may access them. Authorized AHA users of EIV data are directed to avoid leaving EIV data displayed on their computer screens where unauthorized users may view it. A computer should never be left unattended with EIV data displayed on the screen.

V. Physical Safeguards of data obtained through EIV

The AHA has implemented the following physical safeguards of data obtained through EIV:

1. Locked and monitored buildings, offices, or storage rooms;
2. Retrieve all computer printouts as soon as they are generated so that EIV data is not left lying unattended in printers and avoid leaving a computer unattended with EIV data displayed on the screen; and
3. Secure disposal of EIV information.

VI. Security Awareness Training

1. Security awareness training is a crucial aspect of ensuring the security of the EIV system and data. AHA users and potential users will be made aware of the importance of respecting the privacy of data, following established procedures to maintain privacy and security, and notifying management in the event of a security or privacy violation.
2. AHA employees are advised of the penalties associated with the provisions of the Privacy Act of 1974, Section 552(a), which makes unauthorized disclosure or misuse of tenant wage data a crime punishable by a fine of up to $5,000.
3. The AHA Security Officer will maintain a log of all security training provided and communicate security information requirements to appropriate personnel using a variety of methods outside of the formal training and awareness sessions. These methods include:
    a. Record Keeping and Reporting Requirements; and
    b. Reporting Improper Disclosures.

VII. Security Violations

Recognition, reporting, and disciplinary action in response to security violations are crucial to successfully maintaining the security and privacy of the EIV system. These security violations may include the disclosure of private data as well as attempts to access unauthorized data and the sharing of User IDs and passwords.

1. Upon the discovery of a possible improper disclosure of EIV information or another security violation by an AHA employee or any other person, the individual making the observation or receiving the information should contact the AHA's Security Officer.
2. The AHA Security Officer or designated staff will document for the Executive Director all improper disclosures in writing providing details including who was involved, what was disclosed, how the disclosure occurred, and where and when it occurred.
3. The AHA Executive Director or his designee will provide the HUD Field Office Public Housing Director with the written documentation.

4. The HUD Field Office Public Housing Director upon receipt of the written documentation will make a determination regarding the referral and the provision of the written documentation to the Headquarters EIV Coordinator and/or EIV Security Officer for further review and follow-up action.

ARLINGTON HOUSING AUTHORITY

SECURITY AWARENESS TRAINING

ATTENDANCE RECORD

Instructor: _____ Date of Training: _____

Employee/ Employee/ Contractor Name Contractor Signature Business Area/Office

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

ARLINGTON HOUSING AUTHORITY

EIV CONTRACTOR ACKNOWLEDGMENT

As a contractor assigned to work on-site in the PHA, I understand that only authorized PHA employees may access, disclose, inspect and use Enterprise Income Verification (EIV) data.

I also understand that the penalty for unauthorized disclosure or inspection of EIV data by a federal employee also applies to contractors. Also, I understand that willful unauthorized inspection of EIV data can result in civil and criminal penalties. The penalties are as follows:

- Unauthorized disclosure can result in a felony conviction and a fine up to $5,000 and/or imprisonment up to five (5) years, as well as civil penalties.
- Unauthorized inspection of EIV data can result in a misdemeanor penalty of up to $1,000 and/or one (1)-year imprisonment, as well as civil damages.

I understand that my user ID and password is to be used only by me. Under no circumstances will I reveal or allow use of my password by another person. Nor will I use another person's password and user ID. I understand and agree to follow all PHA standards, policies and procedures.

_____

Contractor Signature / Date

_____

Printed Contractor Name

Arlington Housing Authority

501 W. Sanford Street, Suite 20

Arlington, Texas 76011

Main (817) 275-3351

Fax (817) 962-1200

Participant Notice of Criminal Background Screening and

Electronic Income Verification Matching

_____ **Criminal Background Screening:** Arlington Housing Authority (AHA) conducts a review of records to check on all participants and their adult family members at least annually, at the discretion of the AHA. Criminal background screenings will also be conducted on adult persons proposed for addition to the participant's household, or when AHA receives a reliable complaint or information indicating the participant or members of the family are involved in drug-related criminal activity, violent criminal activity, or if any family member is, or becomes a registered sex offender.

_____ **Electronic Income Verification Matching:** AHA uses a computer matching system that compares the reported income of participants and members of the household with actual income, as reported through computer matching performed by The United States Department of Housing and Urban Development (HUD). The purpose of this system is to verify participants' reported income.

_____ _____

Participant Signature* Date

* Participant signature acknowledges that the information contained herein was reviewed by and explained to the participant.

EIV DISCLOSURE CERTIFICATION

This is to inform you that Housing Authorities are required to utilize HUD's Earned Income Verification (EIV) tools in their occupancy process (specifically at annual and interim re-examinations). For clarification, EIV tools include other tools such as the Attorney General's online child support information and the Work Number. These tools enable Housing Authorities to examine information pertaining to the income of each program participant and the members of their household.

Housing Authorities will compare the EIV information it obtains through the U. S. Department of Housing and Urban Development (HUD) to the information disclosed to the Housing Authority by the program participant. Any discrepancies in information will be evaluated. If a discrepancy is identified, you will be afforded the opportunity to explain the discrepancy in reported income. If you agree that the UIV information is correct and you failed to report household income you will be advised of the amount of housing assistance that was over paid, if any. You will be given the opportunity to repay the assistance. Failure to repay may result in one or more of the following consequences: 1) Reporting the debt to the credit bureau; 2) Reporting the debt to the U S Department of HUD – Office of Inspector General for investigation and prosecution by the U S Attorney or Local Prosecutor, 3) Fines and or imprisonment, 4) Termination of Housing Assistance 5) Debarment of future housing assistance

If you disagree with the EIV and its reported findings of unreported income and the Housing Authority provides notice of adverse action you have the right to request an informal hearing. You would have ten (10) calendar days from the date of the notice to request an informal hearing. The informal hearing would be your opportunity to present information and evidence to support your position and to dispute the findings.

It is the objective of the Arlington Housing Authority to provide the correct level of housing assistance for the maximum number of families its available funding can assist. <u>It is imperative that you provide correct and accurate information about your income and the income of persons that reside with you in your assisted dwelling.</u> This is to remind you that it is a federal offense to make willful false statements to the Housing Authority regarding your participation in the Housing Choice Voucher program. False statements regarding the disclosure of persons living in your assisted household and/or the income of all household members may result in an overpayment of federal funds that support your household. Consequently fewer eligible families can be assisted. Willful false statements to the AHA may result in one or more of the following consequences: termination of assistance; debarment from future program participation; repayment of disbursed assistance; fines and imprisonment; and/or referral to the HUD-Office of Inspector General for investigation and prosecution by the U S Attorney or local prosecutor.

This is to certify that the Arlington Housing Authority has explained to me 1) how the above referenced EIV and related tools are used; 2) how income discrepancies are identified and the potential effect of income discrepancies on a tenant's income/rent calculations; 3) what occurs when the tenant disagrees with the discrepancy (e.g., initiation of 3rd party written verification of the discrepancy); and 4) what occurs when the tenant disagrees with the discrepancy (e.g., initiation of 3rd party written verification of the discrepancy); and 5) actions that a PHA may take based on verified unreported and/or under reported income (e.g., requirement for a repayment agreement, revise current and future rent payments, and / or termination of housing assistance which may result in eviction proceedings).

This is to certify that I have read and understood the information in this document

Name_____ Date_____

AHA PROCEDURE TO DOCUMENT IMPROPER DISCLOSURE OF UPFRONT INCOME VERIFICATION (UIV) INFORMATION.

Any Arlington Housing Authority (AHA) employee, contractor, program participant, agent of the AHA or other interested party may report claims of improper disclosure of Upfront Income Verification (UIV).

Persons must communicate their concern about improper disclosure to any AHA staff person.

The AHA staff that receives the claim (whether verbal or in writing) shall present the person making the claim to the AHA Compliance Coordinator. If the AHA staff receives the concern via telephone the AHA staff should obtain the name and phone number of the caller prior to transferring the telephone call to the Compliance Coordinator. If the AHA staff receives the concern via e-mail the AHA staff shall forward the e-mail to the Compliance Coordinator. If the AHA staff receives the concern in person the AHA staff shall announce and present the person to the Compliance Coordinator.

The AHA Compliance Coordinator shall receive the concern, and gather all necessary and appropriate information about the concern to perform an investigation about the claim.

During the course of the investigation the Compliance Coordinator shall temporarily revoke access to UIV by the AHA staff person who allegedly has engaged in improper disclosure of UIV information.

The Compliance Coordinator shall maintain a log of claims, investigations, findings and cleared claims.

Following the investigation the Compliance Coordinator shall present their findings to the Executive Director.

The Executive Director shall evaluate the information received from the Compliance Coordinator, and may consult with Workforce Services Department and the AHA Attorney prior to making a determination with regard to appropriate action in this case.

Violations of confidentiality of UIV information / improper disclosure of UIV information will be addressed swiftly, and with a punishment appropriate to the violation which may include disciplinary action up to and including termination of employment.

AHA PROCEDURE TO REPORT AN OCCURRENCE OF UNAUTHORIZED ACCESS OR KNOWN SECURITY BREACHES

The Arlington Housing Authority (AHA) is a secured work environment. Building access is restricted to specific hours of operation, generally reflecting the AHA's working hours Monday through Friday.

The AHA's office facility is restricted to a password protected keyless lock access.

Office spaces and office areas within the AHA office suite are also restricted by keyed locks. Access keys are issued to specific personnel who have a business necessity and appropriate clearance to enter and occupy the office area to which they have been issued a key.

Staff that receives office keys or office access codes must sign a statement of understanding retained on file at the AHA.

Any Arlington Housing Authority (AHA) employee, contractor, program participant, agent of the AHA or other interested party may report claims of unauthorized access or security breach.

Persons other than AHA employees may communicate their concern to any AHA staff person. AHA employees must report their observations, claims, and concerns to the AHA Compliance Coordinator.

The AHA staff that receives a claim (whether verbal or in writing) shall present the person making the claim to the AHA Compliance Coordinator. If the AHA staff receives the concern via telephone the AHA staff should obtain the name and phone number of the caller prior to transferring the telephone call to the Compliance Coordinator. If the AHA staff receives the concern via e-mail the AHA staff shall forward the e-mail to the Compliance Coordinator. If the AHA staff receives the concern in person the AHA staff shall announce and present the person to the Compliance Coordinator.

The AHA Compliance Coordinator shall receive the concern, and gather all necessary and appropriate information about the concern to perform an investigation.

The Compliance Coordinator shall maintain a log of claims, investigations, findings and cleared claims.

During the course of the investigation the Compliance Coordinator may temporarily revoke access to UIV by the AHA staff person who allegedly has engaged in unauthorized access or security breach.

Following the investigation the Compliance Coordinator shall present their findings to the Executive Director.

The Executive Director shall evaluate the information received from the Compliance Coordinator, and may conduct an additional investigation or consult with Workforce Services Department and the AHA Attorney prior to making a determination with regard to appropriate action in this case.

Violations of unauthorized access or security breaches particularly if related to improper unauthorized access to UIV information and / or improper disclosure of UIV information will be addressed swiftly, and with a punishment appropriate to the violation which may include disciplinary action up to and including termination of employment.

APPENDIX 3 - KATRINA DISASTER HOUSING ASSISTANCE PROGRAM – DELETED

APPENDIX 4 - PRESERVATION VOUCHERS

Enhanced/Preservation Vouchers

Any family receiving HCV project-based assistance on the effective date of a prepayment will continue to receive the project-based prepayment assistance until the project-based contract expires, or terminates. Such a family will receive Enhanced Voucher assistance at the time of expiration and non-renewal of the project-based assistance.

In 1997, HUD offered the AHA the opportunity to administer 313 Enhanced Preservation Vouchers in the Irving, Texas as a result of owner opt-outs in complexes that had project-based contracts and owner prepayments of the mortgages. Since that time, HUD offered the AHA an additional 23 units at Irving Oaks Apartments and 107 more vouchers at Park Manor and Irving Oaks. This brought the total number of vouchers that the AHA was administering in Irving between 1997-2002 to 453.

The Arlington Housing Authority benefits from administering the Preservation Vouchers, since when a resident of one of these complexes terminates his/her voucher assistance, or the participant ports to another housing authority and the client is "absorbed", the voucher then reverts to the AHA for use by Arlington clients. As a result of Enhanced/Preservation clients either porting to other housing authorities and being "absorbed" into their HCV Programs, or due to voluntary terminations, over the past seven years, the number of units administered by the AHA in Irving has decreased from 453 to 125 (328) as of November 2005, with a corresponding increase of 341 vouchers for Arlington residents.

The AHA also administers Enhanced/Preservation Vouchers in Arlington at Timberlake Apartments.

The AHA will utilize PIH 2001-41 as its guide in administering rental assistance under the Enhanced/Preservation Program. Participants will be issued vouchers outside of the AHA's Waiting List. In general, Housing Choice Voucher program rules, regulations, and requirements apply to special admission vouchers made available for families as the result of housing conversion actions.

Income Eligibility/for Assisted Families

In order to be eligible for Enhanced Voucher assistance, the resident must be either:

- a low-income family (defined as a family whose annual income does not exceed 80% of the median income for the area as determined by HUD);
- a moderate-income elderly or disabled family (defined as a family whose annual income is above 80% but does not exceed 95% of the area median income as determined by HUD); or
- a moderate-income family residing in a low vacancy area (as determined by the local HUD office).

If a family is income-eligible for enhanced voucher assistance, but there is no HAP payment because the family's total tenant payment equals or is greater than the gross rent, the AHA will retain a record of the eligibility determination for that family for three years. Should the family's income decrease, or the family's rent increase within three years of the eligibility event, the family may contact the AHA, and the AHA will evaluate and determine if a HAP contract should be re-initiated.

Similarities to HCV Program

The AHA utilizes the same criteria that it uses for its HCV clients in administering the Enhanced/Preservation Program as follows:

- participants must pass a criminal background check;

- units must pass an HQS inspection before a HAP contract can be initiated and annually thereafter at the time of recertification;
- the subsidy standards used to determine bedroom composition are the same as under the
- HCV Program (see Subsidy Standards p. 24);
- the AHA conducts third party verifications of income;
- the AHA utilizes rent reasonableness procedures to compare requested rents increases to other comparable unassisted units;
- if a family is denied admission under the Enhanced/Preservation Program, they will be provided the same opportunity for an informal review as Housing Choice Voucher participants; and
- families issued enhanced vouchers may move from the property under the portability provisions of the voucher program, since all Enhanced/Preservation Vouchers are tenant-based.

Note: The AHA will track Enhanced/Preservation participants that move under the portability process by marking their folder.

Payment Standard

The AHA utilizes the Fair Market Rent for the Enhanced Vouchers as for Arlington residents.

Under Section 8(t) of the United States Housing Act of 1937 enhanced vouchers differ from regular housing choice voucher assistance in two major respects:

- If the family remains in the project, the family must continue to contribute towards rent at least the amount the family was paying for rent on the eligibility event; and
- a higher "enhanced" payment standard is used to determine the amount of subsidy when the gross rent exceeds the normally applicable PHA payment standard. If a family stays in a preservation project, the payment standard used to calculate the voucher housing assistance is the gross rent (rent to owner plus the applicable utility allowance for any tenant supplied utilities) of the family's unit, regardless of whether the gross rent exceeds the normally applicable payment standard (providing the proposed gross rent is reasonable).

Family Eligibility

Another difference from the housing choice voucher program is that participants in the Enhanced/Preservation Voucher Program do not come from the AHA waiting list. Instead, the current residents of the properties remain with the unit being transferred for administration when a property is part of a HUD disposition action. Therefore, they are "special admission" clients.

Disapproval of Owners

As under the HCV Program, the AHA may disapprove of an owner of an Enhanced/Preservation property if they have:

- violated their obligations under the HAP contract;
- committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program; and/or
- have a history or practice of non-compliance with applicable housing standards leased with HCV project-based assistance or leased under any housing program.

APPENDIX 5 - SPECIAL NEEDS CLIENTS / PROGRAMS POLICIES AND PROCEDURES

I. INTRODUCTION

A. Overview

The Arlington Housing Authority's Special Needs clients and the programs that serve them include the Homeless Housing and Services Program, the Permanent Supportive Housing Program (formerly known as the Shelter Plus Care Program), the Tenant Based Rental Assistance Program, and the Transitional Housing Program (formerly known as the Supportive Housing Programs.

II. APPLICANT PROCESSING

A. Eligibility Criteria

Applicants must meet the following criteria when referred by partner agencies for the Special Needs Programs:

1. **Homeless Housing and Services Program** applicants must meet the HUD definition of homelessness as defined in 24 CDR 583.5 or be at risk of homelessness, reside in Arlington at the time of application, and must be income eligible based on HUD's income eligibility criteria.
2. **Transitional Housing Program** (formerly Supportive Housing Program) applicants must meet the HUD definition of homelessness as defined in 24 CFR 583.5.
3. **Permanent Supportive Housing Program** (formerly Shelter Plus Care Program) applicants must be homeless and have a qualifying disability.
4. **Tenant Based Rental Assistance Program** applicants must be income eligible based on HUD's income eligibility criteria.
    a. They are not required to be homeless.
    b. The AHA has established a local preference for persons that are homeless which enables the homeless to receive assistance before other TBRA applicants on the waiting list, if any.
5. All applicants must:
    a. Present a referral to the Arlington Housing Authority from a participating agency, except Homeless Housing and Services Program applicants.
    b. Acknowledge that they have been advised that assistance will be provided no longer than program limits from the occupation date.
    c. Adhere to all policies and regulations established by the HUD and all applicable administrative requirements of the Arlington Housing Authority.
    d. Adhere to goals established in Service Plans developed by partner agencies and participate in monthly case management meetings with the referring agency. These meetings are intended to enhance economic self-sufficiency skills while the participant is receiving rental assistance from the AHA. Special Needs participants are also encouraged to maintain an alcohol and drug free environment in their residence.

B. Referrals

Referrals from the partner agencies are coordinated through the AHA Special Needs Housing Coordinator. Referring agencies are responsible for coordinating case management for each person whom they refer to the AHA for transitional housing, and for providing a service plan for each participant referred for assistance.

Prior to referring the individual/family to the Arlington Housing Authority, the referring agency documents that the applicant meets HUD's eligibility criteria.

C. Intake Process

Eligible applicants are informed that the Arlington Housing Authority will conduct a Criminal Background Check. Effective December 1, 2004, partner agencies that have the capacity to perform a Criminal Background Check may provide this information to the AHA. If serious criminal histories are noted that may prohibit tenancy, the applicant must request an informal hearing and be cleared before admission. The AHA will endeavor to expedite these hearings. Drug-related or violent criminal activities may result in denial of initial housing assistance. The following steps are required before tenancy:

1. The applicant attends a meeting with staff to assess applicant eligibility. Applicants determined eligible are issued a voucher by the AHA Special Needs Housing Coordinator. The applicant is given sixty (60) calendar days to find suitable unit.
2. Applicant returns Request for Tenancy Approval with a copy a provisional lease with the Tenancy Addendum attached within sixty (60) calendar days to the Arlington Housing Authority. Under special circumstances, additional time may be given to locate a unit.
3. The Arlington Housing Authority completes a HUD-required HQS Inspection or Habitability Inspection for HHSP eviction prevention clients.
4. A contract is signed by owner/landlord and is returned to the Arlington Housing Authority.
5. Contract and copy of lease are returned to the Arlington Housing Authority.
6. Rental assistance begins on the contract effective date. The AHA will notify the client regarding approval to occupy the selected dwelling unit.

D. Due Process for Applicants not Selected (See Attachment 5)

III. PROGRAM BRIEFING/CERTIFICATION

Briefings are conducted either as a group, or through individual appointments with the AHA Special Needs Housing Coordinator or her designee.

Applicants are expected to attend scheduled appointments. Applicants are allowed up to two (2) appointments to attend a briefing session. If the applicant fails to attend the scheduled briefing, the AHA Special Needs Housing Coordinator must be contacted to request/schedule another appointment. Any applicant who does not attend one of the two sessions will be terminated from the Special Needs Housing Program.

The purpose of the orientation briefing is to acquaint the applicant with the program guidelines and tenant obligations. At the meetings, the applicant will provide the necessary certifications for the AHA Special Needs Housing Coordinator to verify program eligibility.

Prior to issuing the voucher, the AHA Special Needs Housing Coordinator conducts third party independent verification of income and a criminal background check for each applicant.

IV. INTERIM CHANGES

The participant must notify the AHA Special Needs Housing Coordinator, or designee, within ten (10) calendar days in writing, on an Interim Change Form if there is a change in family composition. The participant must notify the AHA in the following instances:

1. Increase in family members: Must be documented by birth certificate of new family member; and Social Security card of new family member.

2. Income for new family members must be documented through the 3rd party income verification process.
3. Decrease in family member(s): Must include new address or destination of family member(s) who were living with the participant, but are now reported as moving to another residence and a copy of the lease for new address of family member(s) who have moved.

The AHA will endeavor to process all interim changes in a timely manner.

V. RECERTIFICATION

A. Purpose

Applicants in the AHA Special Needs Programs will attend a Recertification meeting with the AHA Special Needs Housing Coordinator twelve (12) months from the date his/her rental assistance began. The purpose for the Annual Re-exam/Recertification meeting is to update eligibility information for continued rental assistance. The AHA Special Needs Housing Coordinator will annually verify income via third party income verification (effective December 1, 2004, this process has been streamlined to a shorter time frame than under HCV).

B. Meeting Format

Individual meetings are held with the AHA Special Needs Housing Coordinator, or designee. Accommodations will be made for in-home visits for the elderly, handicapped, and disabled applicants, when required.

VI. SPECIAL NEEDS PROGRAM GUIDELINES

A. Targeted Special Needs Programs

1. Tenant Based Rental Assistance (TBRA) Program

The mission of the HOME-funded TBRA Program is to provide temporary rental housing assistance to income eligible persons. The AHA has defined Special Needs persons as persons with special needs or disabilities that can benefit from case management services provided by partner agencies aimed at helping them become self-sufficient. The TBRA program is administered in conjunction with local non-profit agencies that have committed to provide individual case management and/or other support services to TBRA participants.

Participants of the tenant based TBRA program may choose to live within the city limits of Arlington.

Eligible participants are provided rental assistance for a maximum of twenty-four (24) months. After the twenty-four (24) months, participants in good standing may be placed on the Housing Choice Voucher program waiting list with the special needs preference. The AHA will attempt to provide continued rental housing assistance by transitioning TBRA program participants that have successfully complied with the requirements and recommendations of their support services provider to the Housing Choice Voucher program, contingent on funding availability.

The AHA will provide eligible individuals and families with tenant based rental assistance, and participants are expected to actively participate in individualized case management and support services provided by the AHA and its partner agencies. The case management services provided by the partner agencies are tracked as the matching funds. Documentation is required for matching purposes, partner agencies must commit to providing case management for participants

while they receive TBRA rental assistance. TBRA program participants may be enrolled in the HCV waiting list when they have completed their program goals or at the conclusion of their twenty-four (24) months of TBRA rental assistance, or if assistance has ended through no fault of their own and if they are a TBRA participant in "good standing", i.e. they have satisfied their program goals, received a recommendation for continued assistance from the support services provider agency and the AHA. Specific program guidelines include the following:

a. <u>Criteria for Admission</u>

All applicants must have income below 60% of area median income by household size to meet HUD's low income/homeless eligibility criteria before admission into the TBRA Program. In addition, for each fiscal year, 90% of all HOME assisted households (TBRA and those residing in HOME assisted projects) must have income below 60% of are median income by household size. Special needs clients referred into the Administrative Plan - Special Needs Programs, must have had their initial intake completed in Arlington, but are not required to live or work in Arlington for admission into the Special Needs Programs. The AHA may maintain a waiting list of interested applicants for the TBRA program. When doing so, the TBRA waiting list is maintained as a separate waiting list independent of other AHA rental housing assistance programs. Applicants are selected from the waiting list on a first-come, first-served basis. However, TBRA applicants that are on the waiting list that are homeless may qualify for a local preference (the homeless local preference) and are selected from the TBRA waiting list over TBRA applicants that are not homeless.

No person or household shall be denied participation in the TBRA Program on the basis of race, color, national origin, sex, religion, familial status, disability, actual or perceived sexual orientation, or gender identity

The applicant must pass a criminal background check.

*HUD HOME – reference "Building HOME" states… "For each fiscal year allocation, at least 90% of the families assisted through HOME TBRA and the households occupying assisted units in HOME rental developments (taken together) must be at or below 60% of area Medium income. This means that although the program permits assistance to households with incomes of up to 80% of median, the Participating Jurisdiction will only be able to serve a ***limited*** number of households whose incomes are between 60% and 80% of median."

b. <u>Amount of Rent Paid by Participant/Rent Comparability/HQS Inspection</u>

Applicants in the TBRA Program may not pay more than 30% of their adjusted income towards their rent at the time of admission. Any exception to this must be approved by the Executive Director.

c. <u>Payment Standards</u>

The TBRA program regulations provide options to establish a payment standard which is the maximum gross rent for the unit by bedroom size. The AHA has selected the option to establish the payment standard based on local market conditions. The Payment Standard used for the TBRA program is the Payment Standards adopted by the Board of Commissioners for use with the Housing Choice Voucher program. These payment standards are established at least annually by examining the HUD published Fair Market Rents and adjusting for existing local conditions. HOME program regulations allow the participant to select a unit with gross rent that exceeds the payment standard. Effective November 8, 2012, the AHA limits the gross rent for any TBRA assisted unit to be equal

to or less than the AHA Board adopted payment standards established for the unit bedroom size. Any exceptions to this policy must be for good cause, and be approved by the Executive Director.

For up to 20% of all TBRA units, a unit specific payment standard may be approved up to 10% above the established payment standards. Unit specific payment standards may be used with approval of the Executive Director, and are reserved for uses such as:

- Units adapted for persons with disabilities
- Other disability rent exceptions

d. Rent Comparability/HQS Inspection

All units must meet HUD's rent comparability criteria and pass an HQS inspection before occupancy.

e. Housing Assistance Payments (HAP)

The Housing Assistance Payment is the difference between 30% of the household's adjusted monthly income and the lower of the gross rent or payment standard. All

f. Subsidy Standards

Subsidy or occupancy standards for the TBRA and other Special Needs programs are defined in Chapter 5 Subsidy Standards.

g. Annual Re-Certifications

Participants must be recertified at least annually for continued assistance in the TBRA program. If the participant's income is above 60% of area median income at the time of recertification, assistance must be terminated after giving reasonable notice (at least a 30 day notice) to the tenant and landlord.

h. Interim Changes

Participants in the TBRA program may report changes in income during the year. When TBRA participants' income decreases, the AHA will process the interim change and adjust the Housing Assistance Payment as applicable.

2. Transitional Housing Program (THP) formerly known as Supportive Housing Program (SHP)

The THP helps homeless people who are sleeping in places not meant for human habitation, such as cars, parks, sidewalks, and abandoned buildings, or those who are living in transitional housing or sleeping in an emergency shelter as a primary nighttime residence.

The THP provides homeless individuals/families or families with special needs monthly housing rental assistance coupled with comprehensive case management provided by referring agencies aimed at self-sufficiency.

The AHA THP regulatory authority is in accordance with the Stewart B. McKinney Homeless Assistance Act as amended (42 USC, Section 11371) and regulations including but not limited to 24 CFR (Code of Federal Regulations), Chapter 5, Sections 583.300 through 583. 330. Reference information about the program can be found at http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/homeless/programs/shp

With the exception of HUD defined regulatory authority, the contract between the AHA and partner agencies serves as a binding agreement for grant administration responsibilities including the Memorandum of Agreement and exhibits as follows:

- Performance Objectives
- Budget
- Technical Submission
- Proposal

The THP Grant(s) each provides assistance to 24 homeless families/individuals over a twenty-four (24) month period.

a. <u>Criteria for Admission</u>

All applicants must meet HUD's homeless criteria before admission into the THP. Special needs clients referred into the Special Needs Programs must have had their initial intake process done in Arlington, but are not required to live or work in Arlington for admission into the Special Needs Programs.

b. <u>Amount of Rent Paid by Participant/Rent Comparability/HQS Inspection</u>

Applicants in the THP cannot pay more than 30% of their adjusted income towards their rent. Rents are limited to the current Fair Market Rents as published by HUD yearly.

c. <u>Rent Comparability/HQS Inspection</u>

All units must meet HUD's rent comparability criteria and pass an HQS inspection before occupancy.

d. <u>Housing Assistance Payments (HAP)</u>

All THP applicants are required to pay a portion of the contract rent based on 30% of their adjusted income.

3. **<u>Permanent Supportive Housing (PSH) Program,</u>** <u>formerly known as Shelter Plus Care (SPC) Program</u>

The PSH Program is designed to assist homeless individuals or families with disabilities, and to promote the development of supportive housing and services (including innovative approaches to assist homeless persons in the transition from homelessness) to enable them to live as independently as possible.

The PSH Program provides rental assistance for hard-to-serve homeless persons with disabilities in connection with supportive services funded from sources outside the program.

The PSH Program is a program designed to provide housing and supportive services on a long-term basis for homeless persons with disabilities, (primarily those with serious mental illness, chronic problems with alcohol and/or drugs, and acquired immunodeficiency syndrome (AIDS) or related diseases) and their families who are living in places not intended for human habitation (e.g., streets) or in emergency shelters. The program allows for a variety of housing choices, and a range of supportive services funded by other sources, in response to the needs of the hard-to-reach homeless population with disabilities.

Reference information about the program can be found at http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/homeless/programs/splusc

The current PSH Program Grant(s) provides assistance to 15 homeless and disabled individuals/families over a sixty (60) month period; and the current PSH Grant(s) provides assistance to 8 homeless and disable individuals/families over a sixty (60) month period at Shadowbrook Apartments and Greystoke Apartments.

a. Criteria for Admission

All applicants must have a verified disability and meet HUD's homeless criteria before admission into the PSH Program. Special needs clients referred into the Special Needs Programs must have had their initial intake process done in Arlington, but are not required to live or work in Arlington for admission into the Special Needs Programs.

Eligible Person – a homeless person with disabilities (primarily persons who are seriously mentally ill; have chronic problems with alcohol, drugs, or both; or have AIDS and related diseases) and, if also homeless, the family of such person, to be eligible for assistance, persons must be very low income *(from HUD SPC Resource Manual, May 2002).*

b. Amount of Rent Paid by Participant/Rent Comparability/HQS Inspection

Applicants in the PSH Program cannot pay more than 30% of their adjusted income towards their rent. Rents are limited to the current Fair Market Rents as published by HUD yearly.

c. Rent Comparability/HQS Inspection

All units must meet HUD's rent comparability criteria and pass an HQS inspection before occupancy.

d. Housing Assistance Payments (HAP)

All PSH applicants are required to pay a portion of the contract rent based on 30% of their adjusted income.

B. Rent Comparability/HQS Inspection

Before issuing a contract, the AHA conducts a rent comparability analysis of similar units in the unassisted market in order to ensure that rents are comparable to unassisted units (see attachment). The AHA also conducts a Housing Quality Standards (HQS) at admission and yearly thereafter to ensure that the unit meets HUD's standards for occupancy and that the units are decent and safe. Included within this criteria are Lead Base Paint requirements (see attachment 6).

C. Application of Housing Choice Voucher Administrative Procedures

The AHA generally unitizes the same guidelines that it uses to administer the Housing Choice Voucher Program to administer the Special Needs Programs including:

1. Voucher Issuance/Expiration
2. Income Inclusions and Exclusions
3. Utility Allowances
4. Housing Quality Standards and
5. Rent Reasonableness
6. Procedures for Reviewing Evictions
7. Fair Housing Rights
8. Family Obligations

9. Property Owner/Agent Obligations
10. Annual and Interim Reexaminations

Note:

Due to efforts to streamline admission of Special Needs applicants, effective December 1, 2004, the AHA revised its timeline used for income verification and discontinued use of the HCV subsidy standards.

Effective January 29, 2005, per HUD clarification, the AHA no longer applies citizenship criteria to Special Needs applicants and does not pro-rate rent for family members who are non-citizens.

The AHA does apply the Housing Choice Voucher subsidy standards to the Special Needs programs.

The AHA Special Needs Housing Coordinator conducts Informal Reviews/Hearings with the Housing Authority Hearing Officer.

D. Staff Responsibilities

AHA Staff Responsibilities

1. The AHA Special Needs Grants Coordinator provides grant(s) oversight. AHA Special Needs Housing Coordinator has the responsibility to maintain records on partner agency match information, participant progress in meeting their goals, and all HUD-required documentation including the completion of the Annual Progress Report.
2. The AHA Special Needs Housing Coordinator will coordinate monthly meetings with partner agencies to ensure the provision of quality service delivery and to discuss the progress of their mutual clients.
3. The AHA emails participating agencies by the 5th of each month a list of clients served with grant funds.
4. The AHA Special Needs Housing Coordinator will verify that partner agencies have provided the required case management match for Housing Assistance Payments on behalf of their clients and record the match on a monthly basis. The AHA Special Needs Housing Coordinator will copy these reports and retain as documentation.
5. The Housing Accounts Coordinator or designee compiles/completes the Financial Status report and backup documentation each month. The Housing Accounts Coordinator reviews and submits to the AHA Special Needs Housing Coordinator. The AHA Special Needs Housing Coordinator reviews, approves and submits to the AHA Executive Director. The AHA Executive Director approves and provides to the Grants Financial Manager to draw funds for AHA direct contracts.
6. For grants that the AHA receives as pass through from the City of Arlington – the AHA Housing Accounts Coordinator submits the Financial Status Request to the City Grants Management at least monthly for reimbursement.
7. This data will be used to prepare the AHA's monthly expenditures report included in the packet reviewed by the AHA Board of Commissioners.

E. Partner Agency Responsibilities

The Arlington Housing Authority (AHA) has partnered with community service organizations which will refer clients to the AHA for rental assistance. The community service organizations

will provide supportive services for program participants while the AHA provides participants rental assistance.

Partner Agencies referring special needs clients must complete and return the following format to AHA:

1. Transitional Housing Referral Certification Form
2. Declaration of Citizenship
3. Authorization for the Release of Information/Privacy Act Notice
4. Authorization for the Release of Information/Tenant
5. Verification of Disability
6. Documentation of Homelessness
7. Notice of Criminal Background Check

Each partner agency referring clients to Special Needs Program will provide supportive services aimed at enhancing self-sufficiency skills while participants are receiving rental assistance from the AHA. Partner agencies referring TBRA and THP clients will develop client service plans and performance milestones that direct a client toward self-sufficiency. The Service Plan will be submitted prior to admittance of the client into these programs.

Each partner agency will have an individual case management plan for each client referred to the AHA for rental assistance that outlines the objectives necessary for self-sufficiency. Employment and education is a focus for each participant. This case management plan will also outline the supportive services that different organizations will agree to provide.

The agency will meet with clients at least monthly to focus on the achievement of objectives outlined in the Service Plan and assess the progress the participant is making toward self-sufficiency. Partner agencies will subsequently revise the client service plan, if necessary, and inform the AHA of any significant changes from the initial plan.

The Partner agencies document adherence to the specific case management plan objectives. The Partner agencies complete monthly performance reports which must be forwarded the AHA on a monthly basis. Failure to provide this information may result in the AHA refusing to admit new applicants and repayment of grant funds paid on behalf of applicants referred by these agencies. The Performance Objectives will be updated monthly and submitted to AHA by the 15th of each month.

In addition to the monthly visit, case management will be provided as needed for each client. The agency Case Manager will coordinate with outside resources in order to meet the case management needs of the client.

Monthly Meetings

Monthly meetings will be held and each partner agency will be required to attend. Each partner agency will provide their quarterly treatment/care plans on each of their clients at this time.

Partner Agency Reporting Procedures

For Special Needs clients referred by partnering agencies, by the 15th of each month, the following items must be completed and turned in to the AHA:

1. Ongoing assessment of client

2. Updated Performance Objectives report
3. Unduplicated Total Served, by Ethnicity form
4. Unduplicated Total Served, by Disability form
5. Unduplicated Households Referred to Homeless Program form
6. Unduplicated Total Served, by Household Status, Age, & Gender form
7. Unduplicated Households Leaving Program form
8. Upon discharge of a client, an Exit Letter must be completed and turned in to the AHA.

Matching Funds

Match must be accrued over the time that applicants receive rental assistance. Partner agencies must forward information to the AHA on the amount of match provided on a monthly to the AHA Special Needs Housing Coordinator detailing the case management provided for eligible program applicants.

1. Partner agencies have been informed that this information is due by the 10th (and no later than the 15th) of each month.
2. The AHA emails participating agencies by the 5th of each month a list of clients served with grant funds.
3. The partner agencies send in their match reports and progress reports by the 10th of each month (drop dead date 15th of the month)
4. Reports given to AHA Housing Account Coordinator by the 20th of each month. The Housing Account Coordinator includes applicable match information on monthly Financial Status Reports.
5. Reports are maintained by AHA

Specific Matching Requirements

1. **Tenant Based Rental Assistance (TBRA) Program**

   Partner agencies to provide case management used for tracking participant progress. The value of services rendered counts as match.

2. **Permanent Supportive Housing (PSH) Program**

   Under the PSH Program, each partner agency will be required to match 25% total cash or grant in-kind. The AHA caseworker will send out monthly reports out to each partner agency, by the 15th of each month, for completion. Each partner agency will be required to submit these reports back to the AHA along with a Performance Objectives Report form.

3. **Transitional Housing Program (THP)**

   Under the THP, partner agencies must provide 25% total cash or grant in-kind in case management provided on behalf of applicants refereed to the AHA for rental assistance.

F. Participant Responsibilities

Participants in the Special Needs Program must meet their family obligations to continue tenancy. They must also meet their program goals and objective and participate in case management provided by the partner agencies (See Attachment 5-GROUNDS FOR TERMINATION OF

ASSISTANCE TO SPECIAL NEEDS PAARTICPANTS BECAUSE OF FAMILY ACTION OR FAILURE TO ACT).

G. Transition to Permanent Housing

Throughout the time that the participant receives rental assistance, partner agencies will ensure that clients are offered a variety of options for an effective transition from transitional housing to permanent housing. If applicants do not obtain other permanent housing at the end of their program participation, when a participant completes twenty-four (24) months of rental assistance, or completes their program goals, they may be transitioned to participation in the Housing Choice Voucher Program (if voucher funding is available). At that time, new contracts are issued. Applicants must then meet all the requirements of the Housing Choice Voucher program to obtain a housing voucher

Effective July 27, 2005, Special Needs participants in the Tenant Based Rental Assistance (TBRA) program, or Transitional Housing Program (THP), or the Permanent Supportive Housing (PSH) program may be admitted to the Housing Choice Voucher Program pending funding availability without regard to the AHA subsidy standards.

If at admission to the Housing Choice Voucher program, the homeless person assisted through TBRA, THP or PSH is unable to comply with the AHA subsidy standards because the standards present an undue hardship on the family (e.g.; they have just begun or are in the middle of their lease agreement, etc.). In such instances, at the discretion of the Executive Director, the family may be admitted to the Housing Choice Voucher program and permitted to receive housing assistance in their present dwelling unit. Such discretion shall be granted to avert an immediate burden / hardship for the family; however, the family will need to relocate to an appropriate sized unit in compliance with the AHA subsidy standards at or prior to their next annual re-certification.

H. Participation of Homeless Participants

The AHA will collaborate with local social service providers to identify and select persons who are currently participating in one of the Homeless programs or who have successfully completed participation in a homeless program to serve on the Resident Advisory Committee or other official governing board.

Attachment 1

AMENDMENT TO THE INTERLOCAL AGREEMENT

The State of Texas '

' Amendment to Existing Interlocal Cooperation Agreement

County of Tarrant '

This agreement to amend the Interlocal Cooperation Agreement by and between the **City of Arlington, Texas**, a municipal corporation (the City) and **The Housing Authority of the City of Arlington, Texas**, an independent public body corporate (the Authority).

W I T N E S S E T H:

Whereas, the City periodically allocates grant funds originating from the U.S. Department of Housing and Urban Development to the Authority for housing rental assistance, special needs client grants for housing, Shelter Plus Care Grants, Supportive Housing Grants, Home-TBRA Grants, as well as affordable housing funding for low income and special needs individuals and families residing in the City;

Whereas, the City recognizes the Authority's right to directly apply for grants from any funding source including, but not limited to, HUD's Supportive Housing and Shelter Plus Care programs;

Whereas, the Authority is a component unit of the City of Arlington for financial reporting purposes;

Whereas, the City recognizes that the Authority is uniquely qualified and especially experienced in processing client referrals, assisting partner agencies with providing case management and support services, and conducting grant administration consistent with HUD rules and regulations; and

Whereas, the City and Authority, acting in concert, have determined that Interlocal cooperation in administering the HUD grants constitutes the most cost effective and efficient administration of these essential governmental functions in compliance with HUD rules and regulations; and have agreed to amend the existing Interlocal Cooperation Agreement originally dated May 12, 1988 and later updated and ratified in July of 1998.

NOW THEREFORE, in consideration of the premises and the agreements, covenants and promises contained in the cited Interlocal Cooperation Agreement, it is agreed by and between the City and Authority as follows:

The Interlocal Cooperation Agreement is hereby amended by the addition of new Paragraph 18 as follows:

18. Grant Administration. The five current City HUD-funded sub recipient grants (including the 2000 and 2001 Shelter Plus Care Grants, the 2001 Supportive Housing Grant, and the 2001 and 2002 HOME-TBRA Grants) are incorporated into, and hereafter superseded by this Interlocal Agreement. As such, the administrative functions including, but are not limited to, processing client referrals, providing rental assistance, and assisting partner agencies in providing support services designed to obtain client self-sufficiency where possible will be managed by the City under the oversight of the Board of Commissioners of the

Authority. The Authority will continue to administer HUD funds directly received by the Authority for special needs populations (the 2003 Supportive Housing Grant), and apply for and/or accept future grants from any organization for which the Authority is eligible, and has the capacity to administer.

All other provisions of the Interlocal Cooperation Agreement shall remain effective as written with the addition of this Paragraph 18.

This amendment shall be in full force and effect as of the date of execution and shall continue thereafter subject to amendment and change by the City and the Authority.

Executed this _____ day of February, 2005 in duplicate originals.

City of Arlington, Texas

By:_____

Ronald L. Olson, Deputy City Manager

Attest:

By:_____

Barbara Heptig, City Secretary

Housing Authority of the City of Arlington

By:_____

Rick Harris, Chairman

Attest:

By:_____

Trey Yelverton, Executive Director

Approved as to form:

_____

Jay Doegey, City Attorney

_____

James Cribbs, Attorney for Arlington Housing Authority

Attachment 2

Staff Report

Amend Interlocal Agreement with the Arlington Housing Authority		
Council Meeting: 2-22-05	Ref. No.: 05-E-113	Agenda No.: VII-C-18

RECOMMENDATION

Approve a resolution authorizing the City Manager to amend the Interlocal Cooperation Agreement (the Agreement) with the Arlington Housing Authority (the Authority) by adding paragraph 18, which will be incorporated into the Agreement. The amended Agreement will supersede all current grant agreements under which the Authority administers transitional housing programs on behalf of the City for Special Needs populations.

PRIOR BOARD OR COUNCIL ACTION

In May of 1988, the City and the Authority developed an Interlocal Cooperation Agreement that delineates the relationship between the Housing Authority and the City. The Agreement was later updated, and ratified in June of 1998.

ANALYSIS

For financial reporting purposes, the Authority is a component unit of the City of Arlington as reported in the City's Consolidated Annual Financial Report (CAFR). It is staffed and operated by City employees. This cooperation facilitates planning and coordination to meet identified housing needs, integrate funding to expand housing options, and minimize staffing costs through effective and efficient administration.

Within the City, all housing programs funded from the U.S. Department of Housing and Urban Development (HUD) are administered by the Neighborhood Services Department. These programs include: Community Development Block Grant, HOME Investment Partnerships, Emergency Shelter Grant, Supportive Housing Program (SHP), Shelter Plus Care (SPC), and HCV Rental Assistance. All of these grant funds currently are received by the City as "Grantee" and administered by the Authority as a "Sub-recipient," with the exception of the HCV Rental Assistance contracts and the most recent SHP contract that are provided directly to the Authority.

Recently, HUD requested clarification about how certain grant funded activities are structured between the City and the Authority. Therefore, the attached amendment to the Agreement was developed, and was approved by the Arlington Housing Authority Board of Commissioners on February 2, 2005, to clarify the following:

1. The amended Agreement will incorporate and supersede existing sub-recipient agreements into the amended Agreement, including the 2000 and 2001 Shelter Plus Care Grants, the 2001 Supportive Housing Grant, and the 2001 and 2002 HOME-TBRA Grants.
2. The Authority will administer the SHP, SPC and HOME-TBRA Grants, and future City grant-funded activities through a cooperative effort as City-managed programs, which eliminates the procurement of these services via subcontract to the Authority. As such, the administrative functions including, but not limited to, processing client referrals, providing rental assistance, and assisting partner agencies in providing support services designed to obtain client self-sufficiency

where possible will be managed by the City under the oversight of the Board of Commissioners of the Authority.

3. The Authority will continue to administer HUD funds directly received by the Authority for special needs populations (the 2003 Supportive Housing Grant), and apply for and/or accept future grants from any organization for which the Authority is eligible and has the capacity to administer.
4. All other provisions of the Agreement shall remain effective as written, with the addition of Paragraph 18. This amendment shall be in full force and effect as of the date of execution and shall continue thereafter subject to amendment and change by the City and the Authority.

FINANCIAL IMPACT

None

ADDITIONAL INFORMATION

Attached:	*Resolution*
	Amendment to Existing Interlocal Cooperation Agreement
Under separate cover:	*None*
Available in the City Manager's Office:	*None*

STAFF CONTACT(S)

Trey Yelverton, Interim Deputy City Manager

817-459-6154; yelvertont@ci.arlington.tx.us

Attachment 3

RENT REASONABLENESS PROCEDURES

WRITTEN POLICY

The AHA has developed a written method (which follows) to determine and document for each unit leased. This ensures that the rent paid to the property owner is reasonable based on current rents for comparable unassisted units. An overview of the written methodology is included in the AHA's Administrative Plan (see attachment).

METHODOLOGY

Rent Reasonableness is made on a case-by-case basis. The AHA's Rent Reasonableness Methodology takes into consideration the following factors in comparing properties:

1. Unit Type
2. Location
3. Amenities
4. Quality (condition, management and maintenance)
5. Utilities
6. Age (date built)
7. Size (square footage)
8. Bedroom Size

Data for determining comparable units is collected at lease annually. Rent must be comparable with rents charged by the same owner for an equivalent assisted or unassisted unit in the same building or complex, and rents charged by owners in the private market for assisted and unassisted units.

The Rent Reasonable methodology is utilized:

1. At the time of initial leasing before entering into a HAP contract.
2. Before any increase in rent is paid to an owner.
3. If there is a 5% decrease in the published Fair Market Rent for the unit size rented by the family in effect sixty (60) calendar days before the HAP contract anniversary date as compared with the
4. FMR in effect one year before the contract anniversary date.
5. If directed by HUD.

The AHA conducts a Rent Reasonableness assessment yearly at the time of the anniversary of the beginning of the HAP contract (since that is the time that most rent increases occur).

PROCEDURES:

For each unit that meets one of the criteria mentioned above, the unit is first inspected by an AHA Inspector to determine if it meets Housing Quality Standards.

A Rent Comparability Schedule is manually prepared by the Inspector at the time of the on-site inspection which utilizes a point system to rate the unit's condition based on the factors of

1. Unit Type

2. Location (Zone)
3. Amenities
4. Quality (condition, management and maintenance)
5. Utilities
6. Age (date built)
7. Size (square footage)
8. Bedroom Size

To determine Rent Comparability, the unit is then compared to at least two other unassisted units. This is done by utilizing the database file system developed and updated yearly by the AHA. Comparable units are listed by zones (location), points determined on the Rent Comparability Schedule Form, and bedroom sizes. After selecting comparables with similar points, a reasonable rent amount is determined.

The Senior Inspector then completes the Certification of Rent Comparability Schedule and determines a proper rent amount on the bottom of the Request for Lease Approval.

Each year, approximately forty-five (45) calendar days prior to the annual recertification effective date, the Housing Specialists send Request for Rent Adjustment Forms to property owners participating in the Arlington Housing Authority's rental assistance programs. The Housing Specialists notify the Senior Inspector if a property owner requests an increase in rent. The Senior Inspector then utilizes the AHA's database file to determine the maximum allowable rent, and the comparable rent by conducting an analysis of two comparable units or properties. This information is given to the Housing Specialists to initiate the adjustment to the HAP payment.

If the unit is not comparable to other units the rent must be adjusted. The property owner must either upgrade the unit to obtain a higher comparable rent, or lower the rent as appropriate. If the owner does not want to accept the comparable rent amount based on the condition of the property, he/she may deny the HAP contract or terminate the HAP contract.

If the owner chooses to add amenities to the unit or upgrade the condition of the unit, the AHA Inspectors will re-inspect the unit and change the Rent Comparability Schedule to reflect these upgrades. This information is again compared to the AHA database file to determine the appropriate comparable rent amount. This information is documented in each client's file.

After a determination of the proper rent amount based on the comparability database analysis, the Inspector gives this information to the Housing Specialists to process the lease agreement

Attachment 4

LEASE ADDENDUM

TENANT	LANDLORD	UNIT NO. & ADDRESS

This lease addendum adds the following paragraphs to the Lease between the Tenant and Landlord referred to above.

A. **PURPOSE OF THE ADDENDUM.** THE LEASE FOR THE ABOVE-REFERENCED UNIT IS BEING AMENDED TO INCLUDE THE PROVISIONS OF THIS ADDENDUM BECAUSE THE TENANT HAS BEEN APPROVED TO RECEIVE RENTAL ASSISTANCE UNDER THE ARLINGTON HOUSING AUTHORITY HOME RENTAL ASSISTANCE PROGRAM. UNDER THE RENTAL ASSISTANCE PROGRAM, THE ARLINGTON HOUSING AUTHORITY WILL MAKE MONTHLY PAYMENTS TO THE LANDLORD ON BEHALF OF THE TENANT.

THE LEASE HAS BEEN SIGNED BY THE PARTIES ON THE CONDITION THAT THE ARLINGTON HOUSING AUTHORITY AND LANDLORD WILL PROMPTLY EXECUTE A HOME RENTAL ASSISTANCE CONTRACT. THIS LEASE SHALL NOT BECOME EFFECTIVE UNLESS THE CONTRACT HAS BEEN EXECUTED BY BOTH THE LANDLORD AND THE ARLINGTON HOUSING AUTHORITY, EFFECTIVE THE FIRST DAY OF THE TERM OF THE LEASE.

B. **CONFLICT WITH OTHER PROVISIONS OF THE LEASE.** IN CASE OF ANY CONFLICT BETWEEN THE PROVISIONS OF THIS ADDENDUM AND OTHER SECTIONS OF THE LEASE, THE PROVISIONS OF THIS ADDENDUM SHALL PREVAIL.

C. **TERMS OF THE LEASE.** THE TERM SHALL BEGIN ON _____ AND SHALL CONTINUE UNTIL: (1) THE LEASE IS TERMINATED BY THE LANDLORD IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL TENANT/LANDLORD LAWS; (2) THE LEASE IS TERMINATED BY THE TENANT IN ACCORDANCE WITH THE LEASE OR BY MUTUAL AGREEMENT DURING THE TERM OF THE LEASE; OR (3) TERMINATION OF THE HOME RENTAL ASSISTANCE PROGRAM CONTRACT BY THE ARLINGTON HOUSING AUTHORITY.

D. **RENTAL ASSISTANCE PAYMENT.** EACH MONTH THE ARLINGTON HOUSING AUTHORITY WILL MAKE A RENTAL ASSISTANCE PAYMENT TO THE LANDLORD ON BEHALF OF THE TENANT. THIS PAYMENT SHALL BE CREDITED BY THE LANDLORD TOWARD THE MONTHLY RENT PAYABLE BY THE TENANT. THE BALANCE OF THE MONTHLY RENT SHALL BE PAID BY THE TENANT.

E. **SECURITY DEPOSIT**

(1) THE ARLINGTON HOUSING AUTHORITY HAS DEPOSITED $_0.00_____ WITH THE LANDLORD AS A SECURITY DEPOSIT. THE LANDLORD WILL HOLD THIS SECURITY DEPOSIT DURING THE PERIOD THE TENANT OCCUPIES THE DWELLING UNIT UNDER THE LEASE. THE LANDLORD SHALL COMPLY WITH STATE AND LOCAL LAWS REGARDING INTEREST PAYMENTS ON SECURITY DEPOSITS.

(2) AFTER THE TENANT HAS MOVED FROM THE DWELLING UNIT, THE LANDLORD MAY, SUBJECT TO STATE AND LOCAL LAWS, USE THE SECURITY DEPOSIT, INCLUDING ANY INTEREST ON THE DEPOSIT, AS REIMBURSEMENT FOR RENT OR ANY OTHER AMOUNTS PAYABLE BY THE TENANT UNDER THE LEASE. THE LANDLORD WILL GIVE THE TENANT A WRITTEN LIST OF ALL ITEMS CHARGED AGAINST THE SECURITY DEPOSIT AND THE AMOUNT OF EACH ITEM. AFTER DEDUCTING THE AMOUNT USED AS REIMBURSEMENT TO THE

LANDLORD, THE LANDLORD SHALL PROMPTLY REFUND THE FULL AMOUNT OF THE BALANCE TO THE ARLINGTON HOUSING AUTHORITY.

F. **UTILITIES AND APPLIANCES.** THE UTILITIES AND APPLIANCES LISTED IN COLUMN 1 ARE PROVIDED BY THE LANDLORD AND INCLUDED IN THE RENT. THE UTILITIES AND APPLIANCES LISTED IN COLUMN 2 BELOW ARE NOT INCLUDED IN THE RENT AND ARE PAID SEPARATELY BY THE TENANT.

UTILITY/APPLIANCE	INCLUDED IN RENT	TENANT PAID
GARBAGE COLLECTION		
WATER/SEWER		
HEATING FUEL (SPECIFY)		
LIGHTS, ELECTRIC		
COOKING FUEL (SPECIFY)		
OTHER (SPECIFY)		
REFRIGERATOR		
STOVE/RANGE		

G. **HOUSEHOLD MEMBERS.** HOUSEHOLD MEMBERS AUTHORIZED TO LIVE IN THIS UNIT ARE LISTED BELOW. THE TENANT MAY NOT PERMIT OTHER PERSONS TO JOIN THE HOUSEHOLD WITHOUT NOTIFYING THE ARLINGTON HOUSING AUTHORITY AND OBTAINING THE LANDLORD'S PERMISSION. HOUSEHOLD MEMBERS:

H. **HOUSING QUALITY STANDARDS.** THE LANDLORD SHALL MAINTAIN THE DWELLING UNIT, COMMON AREAS, EQUIPMENT, FACILITIES AND APPLIANCES IN DECENT, SAFE, AND SANITARY CONDITION (AS DETERMINED BY SECTION 8 HOUSING QUALITY STANDARDS).

I. **TERMINATION OF TENANCY**. THE LANDLORD MAY EVICT THE TENANT FOLLOWING APPLICABLE STATE AND LOCAL LAWS. THE LANDLORD MUST PROVIDE THE TENANT WITH AT LEAST 30 DAYS' WRITTEN NOTICE OF THE TERMINATION. THE LANDLORD MUST NOTIFY THE ARLINGTON HOUSING AUTHORITY IN WRITING WHEN EVICTION PROCEEDINGS ARE BEGUN. THIS MAY BE DONE BY PROVIDING THE ARLINGTON HOUSING AUTHORITY WITH A COPY OF THE REQUIRED NOTICE TO THE TENANT.

J. **PROHIBITED LEASE PROVISION. ANY PROVISION OF THE LEASE WHICH FALLS WITHIN THE CLASSIFICATIONS BELOW SHALL NOT APPLY AND NOT BE ENFORCED BY THE LANDLORD.**

(1) ***CONFESSION OF JUDGMENT.*** CONSENT BY THE TENANT TO BE SUED, TO ADMIT GUILT, OR TO A JUDGMENT IN FAVOR OF THE LANDLORD IN A LAWSUIT BROUGHT IN CONNECTION WITH THE LEASE.

(2) ***TREATMENT OF PROPERTY.*** AGREEMENT BY THE TENANT THAT THE LANDLORD MAY TAKE OR HOLD THE TENANT'S PROPERTY, OR MAY SELL SUCH PROPERTY WITHOUT NOTICE TO THE TENANT AND A COURT DECISION ON THE RIGHTS OF THE PARTIES.

(3) ***Excusing the Landlord from Responsibility.*** Agreement by the Tenant not to hold the Landlord or Landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.

(4) ***Waiver of Legal Notice.*** Agreement by the Tenant that the Landlord may institute a lawsuit without notice to the Tenant.

(5) ***Waiver of Court Proceedings for Eviction.*** Agreement by the Tenant that the Landlord may evict the Tenant Family (i) without instituting a civil court proceedings in which the Family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.

(6) ***Waiver of Jury Trial.*** Authorization to the Landlord to waive the Tenant's right to a trial by jury.

(7) ***Waiver of Right to Appeal Court Decision.*** Authorization to the Landlord to waive the Tenant's right to appeal a court decision or waive the Tenant's right to sue to prevent a judgment from being put into effect.

(8) ***Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of the Lawsuit.*** Agreement by the Tenant to pay lawyer's fees or other legal costs whenever the Landlord decides to sue, whether or not the Tenant wins.

K. **Nondiscrimination.** The Landlord shall not discriminate against the Tenant in the provision of services, or in any other manner, on the grounds of age, race, color, creed, religion, sex, handicap, national origin, or familial status.

TENANT SIGNATURES	LANDLORD SIGNATURES
By: **(Type or Print Name of Tenant Representative)**	**LANDLORD NAME:**
(Signature/Date)	**By:** **(Type or Print Name of Landlord Representative)**
By: **(Type or Print Name of Tenant Representative)**	**(Signature/Date)**
(Signature/Date)	

Attachment 5

GROUNDS FOR TERMINATION OF ASSISTANCE TO SPECIAL NEEDS PARTICPANTS BECAUSE OF FAMILY ACTION OR FAILURE TO ACT

The AHA **may** at any time terminate program assistance for a participant family, for any of the following grounds:

- If the family fails to participate in program goals and objectives set by the referring agency.
- If the family violates any family obligations under the program.
- If any member of the family has ever been evicted from public housing.
- If AHA has ever terminated assistance under the certificate or voucher program for any member of the family.
- If any member of the family commits drug-related criminal activity, or violent criminal activity.
- If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- If a household member(s) is or becomes a Registered Sex Offender.
- If the HA determines that any family member is illegally using a controlled substance.
- If the HA determines that any family member's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- If the family currently owes rent or other amounts to the AHA or to another HA in connection with HCV or another public housing assistance program and the family has refused to enter into a repayment agreement.
- If the family has not reimbursed any HA for amounts paid to a property owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
- If the family breaches an agreement with the AHA to pay amounts owed to the AHA, or amounts paid to a property owner by AHA. The AHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to the AHA. The AHA may prescribe the terms of the agreement.
- If the family has engaged in or threatened abusive or violent behavior toward AHA personnel.
- If any member of the family fails to sign and submit consent forms for obtaining information, such as income verifications and other release of information forms.
- If a family member demonstrates a pattern of disturbing the peaceful enjoyment of the community.

Initial Determination to Terminate (10 day letter)

Applicants must meet the eligibility criteria for Special Needs Programs in addition to requirements specified by the Arlington Housing Authority. Applicants not selected for this program are entitled to know the reason for denial and may appeal the decision. This occurs through an "Informal Review" process.

The AHA may receive information regarding grounds for termination through criminal background checks, tips, inspectors, participant files, third parties and/or other reliable sources.

Upon receiving a disapproved criminal background screen, the AHA will send an Intent to Terminate letter to the family.

Upon receiving such information, the AHA will send a letter to the participant. This letter will include the alleged basis for termination and inform them that they have ten (10) calendar days to request an informal hearing in writing.

If the participant requests an Informal Hearing, the hearing officer shall receive and evaluate the information, statement and testimony and render a decision accordingly.

If the participant does not request an Informal Hearing within ten (10) calendar days of the date the AHA letter, the participant will be terminated.

Notice of Termination of Assistance (10 day letter)

- Termination letters should not include a 10-day request for hearing opportunity. The only exception to this would be for participants who moved without giving proper notice. In this instance, the hearing and termination information can be combined in one letter. Termination letters should be mailed within three (3) business days after the 10-day period.
- The 10-day Request for Hearing Letter will be provided to the participant no sooner than ten (10) days prior to mailing a denial or termination letter.
- The termination notice to the property owner will not include any details of the reason for the termination of assistance. If however, the property owner requests knowledge of the reason, AHA will disclose that information once the administrative hearing process has concluded.
- A notice of termination providing thirty (30) calendar day advance notification (first to the first of month) will be given after the client has been afforded the right to request an informal hearing and the administrative hearing process has concluded.

Informal Hearings

The AHA shall give the opportunity for an informal hearing before the AHA terminates housing assistance payments for the family under an outstanding HAP contract.

When timely requested, an informal hearing will be held in response to complaints by participant families. The participant must make this request in writing. The Hearing Officer will consider the individual circumstances of a participant family in accordance with the law, HUD regulations and AHA policies. Some of the types of issues that may be considered include:

- Determinations to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under AHA policy and HUD rules.
- Determinations relating to ineligibility or terminations based on request from Referring agencies.
- Failure to report income or in cases of suspected program fraud.

When Not Required:

The AHA is not required to provide a participant family an opportunity for an informal hearing for any of the following:

- Discretionary administrative determinations by the AHA.
- General policy issues or class grievances.
- Establishment of the AHA schedule of utility allowances for families in the program.

- An AHA determination not to approve a unit or lease.
- An AHA determination that an assisted unit is not in compliance with housing quality standards. (However, the AHA shall provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the Housing Quality Standards caused by the family).
- An AHA determination that the unit is not in accordance with housing quality standards because of the family size.
- AHA determinations to exercise or not to exercise any right or remedy against the property owner under a HAP contract.

Procedures for Informal Hearings:

Where a hearing for a participant family is required, the AHA shall proceed with the hearing in a reasonably expeditious manner upon the request of the family for an informal hearing. The AHA procedures for conducting informal hearings include the following.

- A request for an informal hearing is considered timely when it is delivered in writing to the AHA within ten (10) calendar days after the date that the notice of determination has been received by the participant.
- The participant shall be given the opportunity to examine before the AHA hearing any AHA documents that are directly relevant to the hearing. The AHA will disclose the results of the criminal background check conducted if the background check was the cause for the hearing to be conducted. Per its agreement with the Texas Department of Public Safety, the AHA will not provide a photocopy of the criminal background check to the participant but will prove the participant the contact number of the Texas Department of Public Safety so that they may obtain their own copies.
- The AHA shall be given the opportunity to examine, at the AHA offices, before the AHA hearing any participant documents that are directly relevant to the hearing. At its own expense, the participant may be represented by a lawyer or other representative.
- The hearing may be conducted by the Executive Director, or other persons designated by the Executive Director, other than a person who made or approved the decision under review or a subordinate of such a person. The person who conducts the hearing may regulate the conduct of the hearing in accordance with the AHA hearing procedures.
- The AHA and the participant shall be given the opportunity to present evidence, and may question any witness. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. An applicant will be entitled to be represented by an attorney, or other designee, at his/her expense, and to have such person make statements on the applicant's behalf.
- An applicant will be entitled to arrange for an interpreter to attend the hearing at his/her expense or the responsible entity, as agreed upon by both parties
- The person who conducts the hearing shall issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the participant shall be based on a preponderance of the evidence presented at the hearing. A copy of any hearing decision that result in terminations shall be furnished promptly to the participant.

Note: An informal hearing process does not preclude the family's right to seek redress through judicial proceedings.

Special Rules for Criminal Activity (CFR Part 982)

- Grounds for Denial: At any time, the AHA may deny assistance to an applicant if any member of the family commits:
  - Drug-related criminal activity; or
  - Violent criminal activity.
- Use or Possession: If the AHA seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession shall have occurred within one year before the date the AHA provides notice to the family of the AHA determination to deny assistance. The AHA may not deny assistance for such use or possession by a family member, if the family member can demonstrate that he or she:
  - Has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
  - Is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The AHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit.

In determining whether to deny assistance based on drug-related criminal activity or violent criminal activity, the AHA may deny assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

AHA Discretion to Consider Circumstances

The AHA has discretion to consider the circumstances in each case, including the extent of participation of culpability of individual family member(s), the seriousness of the case, and the effects of the denial of assistance on other family members who were not involved in the action or failure to act. Additionally, the AHA may consider how denial of assistance for criminal activity by assisted family may affect or discourage criminal activity in the community, and the effect of AHA's denial policy on the HCV program.

Note: As of 4/26/96, the streamlined rule for restriction on Assistance to Non-Citizens allows for the AHA to initiate verification at any time prior to admission. AHA may complete the entire appeals process prior to admission, resulting in an accurate determination of whether or not the family qualifies for prorated assistance or denial of assistance because there are no eligible family members

APPENDIX 6 - EQUAL OPPORTUNITIY HOUSING PLAN

Outreach to Families and Property Owners

The AHA publicizes and disseminates information to prospective clients and property owners on areas of the City of Arlington that have low incidences of poverty. This is done through maps which are distributed at the initial briefing sessions for prospective clients. Property owners are encouraged to participate in these briefing sessions and to provide information about their rental units to prospective clients.

OBJECTIVE I.

OUTREACH TO VERY LOW INCOME FAMILIES AND TO PROPERTY OWNERS

Actions to be taken:

- The Arlington-Star Telegram, and the Arlington Morning News will be used for outreach, if warranted.

Other means of publicizing the program:

- Staff attends meetings and makes personal contact with local social service agencies, and public organizations and attends neighborhood association meetings in which property owners are invited to participate.
- Staff cooperates with community officials, and makes presentations to concerned citizens, neighborhood groups, and property owners that are interested providing quality housing for very low-income persons in Arlington.

OBJECTIVE II.

PROMOTING GREATER HOUSING OPPORTUNITIES FOR FAMILIES OUTSIDE AREAS OF LOW INCOME AND MINORITY CONCENTRATIONS

Actions to be taken:

1. **Outreach to Property Owners**

- In order to promote broad geographical choice in the selection of units by certified HCV participants, staff solicits property owners and agents to list their vacancies for use by eligible families.
- The Arlington-Star Telegram will be used as needed to notify property owners about rental assistance programs along with presentations to various community groups. AHA also makes personal contact with private property owners, property managers in individual or small groups, and real estate agencies to encourage participation in the rental assistance program by utilizing units that are outside low income and minority areas. A listing of properties participating in the program is maintained by the Housing Office and is regularly updated. News articles, which paint a positive image of, assisted housing accomplishments and activities will be published as they occur. As new federal regulations are received and implemented, participating property owners and participants will be apprised through AHA's Housing Horizons newsletter, participant briefings, special mailings, and through inserts included with monthly Housing Assistance Payment (HAP) checks. The "Equal Opportunity in Housing" logo will be included in all advertisements.

- Property owners will be provided with Equal Opportunity requirements as set forth in Executive Order 11063, Title VIII of the Civil Rights Act of 1968, and subsequent amendments. Property owners are advised that families will be briefed about Fair Housing, and will be instructed and assisted as needed in completing the Department of Housing and Urban Development (HUD) forms for filing housing discrimination complaints.
- AHA subscribes to the Federal Register, the Housing Development Reporter and other printed materials, as well as holds membership in several state and national housing associations. These sources are utilized in the daily operation of promoting greater housing opportunities.

2. Information given to HCV Participants

- The geographical area in which AHA certified participants may reside is within the city limits of Arlington, Texas, unless participants are eligible to move outside of AHA's jurisdictional boundaries in accordance with HUD portability regulations, or unless they are participants of the Preservation Program which is administered in the City of Irving.
- A list of apartment complexes and single family dwellings that currently participate in the HCV rental assistance program is given to each applicant at the time of certification. This list is ordered by BR size and by zip code based on the concentration of poverty in the zip code.
- Prospective participants are given maps of the City of Arlington and surrounding area which delineate the concentration of poverty. Upon request, staff will assist in the search for housing.
- By comparing the map the apartment and house lists, with the map provided at intake, participants are able to identify property owners willing to lease properties in areas of low poverty and minority concentration.

OBJECTIVE III.

ENSURING EQUAL OPPORTUNITY FOR APPLICANTS PARTICIPATING IN THE AUTHORITY'S EXISTING HOUSING PROGRAM, AND IN SELECTING APPLICANTS OR VOUCHER HOLDERS TO BE REFERRED TO PROPERTY OWNERS OF VACANT UNITS

Action to be taken:

- Each applicant's name will be placed on AHA's waiting list according to the date and time of the application. Upon taking the application, staff will inform the family of eligibility criteria and do a preliminary assessment of the applicant's eligibility. Information about both eligibility and placement on the waiting list, as well as an approximate length of wait will be given at the close of the interview. Applicants can call in or come by the Housing Office to obtain updated information regarding their position on the waiting list, and the month, date and year applicants on the waiting list have been notified of the next scheduled briefing.
- Criteria which must be met for an applicant to be eligible for assistance under the HCV Program is as follows:
- The applicant must qualify as a family. The family income must fall within the applicable income limits for this area as published by HUD.
- The family must have paid any outstanding debt owed to the AHA or another Housing Authority from any previous tenancy.
- The family's Total Participant Payment, which has been computed in accordance with Federal Regulations, must not exceed the current Fair Market Rent (FMR) as set by

HUD and the family's minimum rent must not exceed the allowable payment for vouchers.

- The applicant's family must not have been involved in Violent Criminal Activity or Drug Activity in accordance with HUD regulations 982.118.
- The family must not have left any previous tenancy under any HCV Program in violation of the lease and/or previous Certificate.

Note: Applicants are notified, in writing, of the schedule for the next briefing or certification meeting. Briefings are usually conducted in a group setting, however, they may be done on individual basis, if needed. During the briefing or certification session, each family is given a list of available housing.

OBJECTIVE IV.

PROVISION OF SERVICES AND ASSISTANCE TO FAMILIES THAT ALLEGE THEY HAVE ENCOUNTERED DISCRIMINATION DURING THEIR SEARCH

Actions to be taken:

- AHA will inform the family of its rights under Federal, State and local laws, including the right to file a formal compliant under one or more of these laws. The use of HUD forms (the Housing Discrimination Complaint form) is explained and is included in the certified participant's packet along with the Fair Housing It's Your Right brochure.
- Staff will continue to strive for increased knowledge of local, State and Federal Fair Housing laws by utilizing HUD handbooks, HUD notices and circulars, training, legislative acts, and the Federal Register. Also, staff is instructed to obey all applicable Fair Housing laws, to refrain from discrimination on the basis of race, creed, color, sex, national origin, age, family, disabled status, actual or perceived sexual orientation, or gender identity and to affirmatively promote fair housing.
- The City of Arlington Fair Housing Officer is responsible for providing assistance to participants who allege they have encountered discrimination. The participant will be informed of his/her rights under federal, state and local laws, including the right to file a formal complaint under one or more of these laws. Should a participant desire to file a complaint under Title VII of the Civil Rights Act of 1968 and the Fair Housing Amendments of 1988, AHA will assist the participant in completing the HUD forms, or make a referral to a local Fair Housing Officer or to the HUD office where such assistance can be obtained.

OBJECTIVE V.

UTILIZATION OF A LOCAL FAIR HOUSING ORGANIZATION OR ORGANIZATION SERVING THE DISABLED

Actions to be taken:

- AHA will not subcontract with a Fair Housing organization serving persons with disabilities in its existing housing programs. However, AHA will work with the city as appropriate in any Fair Housing studies and strategies to ameliorate any impediments to Fair Housing. In conjunction with this, AHA will work cooperatively with the city and agencies that serve persons with disabilities relative to providing housing and/or supportive services.
- The City Council of the City of Arlington, Texas has appointed a Fair Housing Officer to administer the City's Fair Housing ordinance.

OBJECTIVE VI.

PROMOTING EQUAL OPPORTUNITY IN THE AUTHORITY'S EMPLOYMENT PRACTICES

Actions to be taken:

- AHA recognizes its responsibility to provide equal employment opportunities for everyone. The following principles will be followed:
- Employment decisions will be based on an individual's qualifications for the position being filled, and to the extent possible, the agency's support of a diverse workforce reflective of the city's demographic diversity.
- Recruitment and hiring activities will be conducted in a manner that encourages diversity in the applicant pool.
- Promotion decisions will based upon the individual's qualifications as related to the requirements for the position.
- All personnel benefits, including income will be administered without regard to race, color, creed, sex, national origin, age or disability.
- A copy of the Plan shall be prominently posted in the Housing Office.
- Each employee is given a copy of the Executive Order 11063 and Title VIII of the Civil Rights Act of 1968, and is given instruction pertaining to all applicable State and local Fair Housing laws and ordinances.

APPENDIX 7 - LEAD-BASED PAINT POLICIES AND PROCEDURES

PURPOSE

The purpose of lead hazard reduction activities in the HCV Tenant-Based Rental Assistance Program is:

- to reduce lead poisoning or the risk of lead poisoning to children and families;
- to educate families and owners about lead poisoning prevention; and
- to provide intervention through the reduction of lead-based paint hazards in pre-1978 units that contain lead-based paint hazards occupied by a family with a child under the age of six (6) and/or pregnant women.

NOTIFICATIONS

Arlington Housing Authority (AHA) will provide the following notifications to owners/tenants.

- **"Protect Your Family from Lead in Your Home" (**Notification approved by the EPA) - The Arlington Housing Authority (AHA) will provide this notification to a family at the time of a Certification briefing. A signed verification from each tenant upon receipt of the pamphlet will become a permanent part of the tenant file (see appendix A).
- **Owner Lead-Based Paint Disclosure** – In the "Request For Lease Approval" (RFLA) packet, the AHA will provide a participating owner a disclosure form to sign, which certifies the knowledge of the presence or non-presence of LBP of the assisted unit/property. This form must be returned to the AHA before execution of a Lease and Housing Assistance Payment Contract (HAP). If the owner states the unit/property contains LBP and LBP hazards, AHA must notify the assisted or prospective tenant within fifteen (15) calendar days. This form remains in the tenant file (see appendix B).

The owner will provide the following notifications to the tenant:

- **Notification of Lead Hazard Evaluation/Presumption –** The owner will notify the tenant of any lead hazard evaluation or the presumption of existing LBP within fifteen (15) calendar days after the determination has been made (see appendix C).
- **Notification of Lead Hazard Reduction/Clearance** – The owner will notify the tenant of the results of any lead hazard reduction work within fifteen (15) calendar days after completion of work and clearance is achieved (see appendix D).

Education of tenants and owners regarding lead-based paint hazards and required notifications will be provided through these notices at the time of Certification Briefings, Landlord Meetings, other notices, and through inspectors at the time of field inspections.

PROCEDURES

The Arlington Housing Authority will conduct lead-based paint inspections according to 24 CFR Part 35, Subpart B, M, and R and the Housing Choice Voucher Guidebook, 7420 10G, pages 10-15 through 10-22.

The Arlington Housing Authority (AHA) is responsible for the following activities:

- visually assessing for deteriorated paint (i.e. peeling, chipping, flaking) surfaces at initial, annual and special request inspections;
- assuring that clearance examination is conducted when required;

- carrying out special requirements for children under age six who have environmental intervention blood lead levels as verified by a medical health care provider;
- collecting data from the local health department on program participants under age six who have identified environmental intervention blood lead levels; and
- record-keeping

The owner is responsible for the following activities:

- disclosing known lead-based paint hazards to all potential residents prior to execution of a lease;
- providing all prospective families with a copy of Protect your Family From Lead in Your Home or other EPA approved document;
- performing paint stabilization to correct deteriorated paint when necessary;
- notifying tenants about the conduct of lead-based paint reduction activities and clearance (if required);
- conducting lead-hazard reduction activities when required by the PHA;
- performing all work in accordance with HUD prescribed safe work practices and conduct clearance activities when required, and
- performing ongoing maintenance. As part of ongoing maintenance, the owner must provide written notice to each assisted family asking occupants to report deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

VISUAL ASSESSMENT FOR DETERIORATED PAINT

During the conduct of initial, special inspections, and annual inspection of pre-1978 units that are occupied or will be occupied by families with children under six (6) years of age, the AHA inspection staff will conduct a visual inspection of each unit for deteriorated paint surfaces at these locations:

- all unit interior and exterior painted surfaces associated with the assisted unit; such as hallways, access and egress areas, playgrounds, child-care facilities; or other areas including fences and garages frequented by children under age six.

Deteriorated paint surfaces are defined as interior or exterior paint or other coating that is peeling, chipping, flaking, cracking, is otherwise-damages, or has separated from the substrate of the surface or fixture.

All AHA inspectors will be trained to conduct visual assessments in accordance with procedures established by HUD.

STABILIZATION OF DETERIORATED PAINT SURFACES

When the AHA inspector identifies deteriorated paint surfaces during a visual inspection, the inspector will notify the owner and request him/her in writing to perform stabilization on deteriorated surfaces within thirty (30) calendar days of notification in occupied units, and before commencement of an initial assisted tenancy. When weather conditions prevent stabilization of deteriorated paint surfaces on exterior surfaces within a thirty (30) calendar day period, stabilization may be delayed for a reasonable time.

Owner's requirements for compliance with paint stabilization notice differ, depending upon the amount of deteriorated paint surface to be corrected. The use of lead-safe work practices during paint stabilization activities are characterized as above or below de minimis levels. De minimis deteriorated paint surfaces are as follows:

- 20 square feet on exterior surfaces;
- 2 square feet on an interior surface in a single room or interior space, or
- 10% of individual small components (e.g. windowsills) on the interior or exterior.

The AHA will require owners to perform paint stabilization on all deteriorated paint surfaces regardless of the size of the deteriorated surface. Paint stabilization is defined as:

- repair of any physical defect in the substrate of the painted surface or building component (Examples of defective substrate conditions include dry-rot, rust, moisture-related defects, crumbling plaster, missing siding, or other components not securely fastened);
- removal of all loose paint and other loose material from the surface being treated; and
- application of a new protective coat of paint to the stabilized surface;

If the amount of deteriorated paint is below the de minimis level, the owner must perform paint stabilization. However, owners are not required to perform lead-safe work practices and clearance.

If the deteriorated paint surfaces are above de minimis levels, an owner must perform the following additional activities to gain compliance with HUD"s lead-based paint requirement.

- conducting the stabilization activities with trained staff;
- employing acceptable methods for preparing the surface to be treated, including wet scraping, wet sanding, and power sanding performed in conjunction with a HEPA filtered local exhaust attachment operated according to manufacturer's instruction.
- dry sanding and dry scraping is not permitted except within one (1) square foot of an electrical outlet;
- protecting the occupants and their belongings from contamination;
- notifying the occupants within fifteen (15) calendar days of the stabilization activity and providing the results of the clearance examinations; and

The AHA is responsible for clearance activities. Clearance examinations must be performed by persons who have an EPA or state-approved training and are licensed or certified to perform clearance examinations.

In no instance may an owner employ any paint stabilization methods that are strictly prohibited by federal, state, or local law, such as:

- open flame burning and torching;
- machine-sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
- heat guns operating above 1,100 degrees Fahrenheit;
- abrasive blasting or sandblasting without HEPA exhaust control;
- dry sanding and scraping except limited conditions stated above for limited areas; and

- paint stripping in poorly ventilated space using a volatile stripper or a hazardous chemical as defined by Occupational Safety and Health Administration (OSHA.)

Failure to comply with paint stabilization requirements, regardless of the amount of deteriorated surface, results in disapproval of the tenancy, abatement of payment to the owner, and/or termination of the HAP contract. The HQS violation for paint stabilization is considered closed when the AHA receives an executed copy of the Lead-Based Paint Owner's Certification.

LEAD REDUCTION ACTIVITIES

If lead hazard reduction activities are initiated, the following procedures must be followed.

- The owner may choose to use one of the following EPA/HUD procedures to reduce lead hazards.

1. Interim Controls – Interim controls are measures designed to temporarily reduce human exposure or possible exposure to lead-based paint hazards. These measures include specialized cleaning, repairs, maintenance, painting, temporary containment, and educational programs for management and residents. Interim controls include all preparation, cleanup, disposal, and post-abatement clearance testing activities. The interim control measures includes the following (see glossary):

    a. paint film stabilization;

    b. friction and impact reduction treatments;

    c. dust removal; and

    d. soil covering using non-permanent means (e.g., grass, mulch, gravel).

2. Abatement – Abatement is a measure or measures designed to permanently eliminate lead-based paint hazards. These measures include the removal of lead-based paint and lead-contaminated dust, the permanent enclosure or encapsulation of lead-based paint, the replacement of lead-painted surfaces and fixtures, and the removal of permanent covering of lead contaminated soil. Abatement also includes all preparation, cleanup, disposal, and post-abatement clearance testing activities associated with such measures and will include (see glossary.):

    a. building component replacement;

    b. enclosure;

    c. paint removal by heat gun, chemical, or contained abrasive;

    d. encapsulation (with patch test and a 20 year warranty);

    e. permanent soil covering (paving); and

    f. soil removal and replacement.

If the owner chooses to abate, the Lead Abatement Firm/Contractor must notify the Texas Department of Health and pay all related fees and provide copies to the Housing Authority.

The owner must use only contractors and workers to perform lead reduction activities that hold the required certifications and/or license.

The individual performing paint stabilization must be trained and supervised in accordance with OSHA's Hazard Communication regulation and, in addition, meet one of the following:

a. work is supervised by a certified abatement supervisor;

b. supervisor must have successfully completed an accredited abatement supervisor course; or

c. the worker must have successfully completed either an accredited lead-based paint abatement worker course or lead-based paint maintenance-training program developed by the National Environment Training Association of the EPA and HUD.

Upon completion of lead-hazard reduction activities, the owner must provide to the AHA the disclosure statement, "Lead Paint Owner's Certification for the Housing Choice Voucher Program" that lead-hazard reduction activities have been completed according to regulation.

SAFE WORK PRACTICES

The AHA will instruct an owner to use safe work practices when stabilizing paint to help minimize and control the spread of lead-contaminated dust and debris while protecting workers and residents from exposure to lead. Safe work practices include occupant protection, worksite preparation, safe treatment methods, and cleanup (see glossary).

1. Occupant Protection

   Property owners must ensure that contractors protect residents, and their personal belongings, from exposure to lead-contaminated dust and debris during paint stabilization by:

   a. relocating personal belongings to an area outside the treatment area or covering belongings with an impermeable covering with all seams and edges taped shut;

   b. not allowing residents in the work area during lead reduction activities;

   c. temporarily relocating residents during treatment if they are exposed to lead-based paint hazards. Owners are responsible for all relocation costs.

2. Worksite Preparation

   The owner/contractor must control the spread of dust and debris at the worksite. This preparation should ensure that leaded dust, lead-based paint chips, and other debris are contained within the worksite until they can be safely removed. Protective measures include sealing off vents and doorways with poly sheeting, covering floors and furniture with poly sheeting, and wrapping debris in poly before disposal.

   The owner/contractor must post a warning sign at the entry of each room being treated for lead-based paint hazards when occupants are present. Warning signs on exterior surfaces should be visible twenty (20) feet from the worksite.

3. Safe Methods/Treatments to Remove Paint

   The owner/contractor must follow the permissible methods of paint removal. Safe work methods are required on interior surfaces larger than two (2) square feet and on exterior surfaces larger than twenty (20) square feet. These methods are:

   a. wet scraping;

   b. wet sanding;

   c. chemical stripping off-site;

   d. replacing painted components;

   e. scraping with an infrared or coil-type heat gun with temperatures below 1,100 degrees Fahrenheit;

f. HEPA vacuum sanding;

g. HEPA vacuum needle gun;

h. abrasive sanding with HEPA vacuum; and

i. covering of defective paint surfaces with durable materials (such as wallboard or vinyl siding) with joints sealed and caulked.

4. Prohibited Methods/Treatments of Paint Removal

The owner/contractor must not use the following prohibited methods of paint removal:

a. open flame burning or torching;

b. machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;

c. abrasive blasting or sandblasting without HEPA local exhaust control;

d. heat guns operating above 1,100 degrees Fahrenheit or that operate high enough to char the paint;

e. dry sanding or dry scraping, except when dry scraping in conjunction with heat guns, dry scraping within 1.0 ft. (0.20m.) of electrical outlets, treating deteriorated paint (spots that total no more than 2 ft square in any one interior room or space, or treating deteriorated paint spots that total no more than twenty (20) square feet on exterior surfaces); and/or

f. paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration at 29 CFR 1010.1200 or 1926.59, as applicable to the work. (Note: Methylene chloride paint strippers may cause cancer and should be avoided. They are also prohibited by some jurisdictions.)

5. Cleanup

After paint stabilization is complete, the contractor must ensure the worksite is cleaned to remove lead-based paint dust. Cleanup must be accomplished by wet washing surfaces with a lead-specific detergent or its equivalent. Vacuum cleaners with HEPA filters should be used. Waste and debris must be disposed in sealed containers in accordance with Federal and state waste disposal requirements.

Note: Safe work practices are not required when treating areas tested to be free of lead-based paint or small surface areas. Areas not requiring safe work methods are those smaller than twenty (20) square feet on exterior surfaces, two (2) square feet in any interior room or 10% total surface area of interior objects, such as window sills.

CLEARANCE

After paint stabilization and cleanup is completed, the unit must achieve clearance through the following (see glossary).

- The lead inspector and/or risk assessor will do a visual examination of the worksite to see if the lead-reduction activities are complete and no dust or debris remains.
- If the worksite is clean, the lead inspector and/or risk assessor will collect dust and soil samples and obtains laboratory analysis of dust and soil samples. Samples will be sent to a laboratory that is a member of the National Lead Laboratory Accreditation Program.

- The AHA will ensure that a clearance report is prepared within fifteen (15) calendar days of completion of lead-hazard reduction activities. A copy of the report will be given to the owner, tenant, and a copy retained in the tenant file.

All surfaces that fail the clearance examination will be re-cleaned and retested until the area passes clearance.

Sampling Procedures

The AHA lead inspector and/or risk assessor will collect dust and soil samples for clearance using the following procedures.

1. Wipe Sampling for lead in dust:

There are separate clearance standards for floors, window sills, and window wells. The clearance standards are as follows:

- floors: 200 micrograms per square foot
- window sills: 500 micrograms per square foot
- window wells: 800 micrograms per square foot

The method for testing surfaces is wipe sampling. The surface must be visually inspected prior to taking wipe samples. If dust is visible, the area should be recleaned before wipe sampling. Samples must be taken with commercially available wipes moistened with a non-alcohol wetting agent. The lead inspector and/or risk assessor will take proper precautions to avoid contamination of samples and to keep track of sampling locations.

The full list of wipe sampling equipment and supplies is:

- sealed package of non-alcohol disposable wipes,
- washable template (inner dimension 1 ft. by 1 ft.),
- steel measuring tape or ruler,
- pencil and marking pen,
- sealable 50 ml centrifuge tubes,
- disposable vinyl or latex gloves,
- disposable shoe covers,
- self-adhesive labels, and
- field sample log

2. Floor Sampling

The AHA lead inspector and/or and risk assessor will follow sampling procedures for floors in the following manner.

- Put on a disposable shoe covers before entering the dwelling to be sampled. Put on a pair of vinyl or latex gloves.
- Remove the seal on a package containing the wipes, and open the lid. Remove and discard the top wipe to avoid contamination.

- Position a 1-ft by 1-ft template on the floor surface to be sampled.
- Place the wipe flat on the surface within the sample area as defined by the template. Using an open flat hand with the fingers together, wipe the marked surface in overlapping "S" pattern, first side to side and then front-to-back so that the entire 1-ft square area is covered.
- Fold the wipe in half with the sample side folded in and repeat the wiping procedure within the marked surface area on one side of the folded wipe.
- Fold the wipe again with the sample side folded in.
- Insert the folded wipe into a new sealable 50 ml centrifuge tube and seal.
- Clean the vinyl or latex gloves with a new wipe. Clean the template with a new wipe.
- Label the sample with site location, date, and time and record the same information on the field sample log.

Number of Location of Wipe Samples

The number of samples the AHA lead inspector and/or risk assessor will take varies, depending on the nature and extent of the abatement conducted. The greatest number of samples is when on-site removal has occurred throughout the unit/property. In this case, 3 wipe samples (1 floor, 1 window well, 1 window sill) are required in each area (room or distinct area, such as a hallway).

If interior paint removal has occurred in limited areas, the AHA lead inspector and/or risk assessor will take 3 wipe samples in each abated area. In addition, the AHA lead inspector and/or risk assessor will take a wipe sample within 10 feet of the containment area in 20% of the abated units to check whether abatement has caused an elevation in dust lead levels outside the containment.

In the case of exterior abatement, the AHA lead inspector and/or risk assessor will take at least 1 wipe sample on a horizontal surface (such as a front porch) in part of the living area.

Sampling Procedures for Lead in Soil

The AHA lead inspector and/or risk assessor will use the following equipment for soil sampling:

- stainless steel, soil-recovery probe,
- hammer attachment,
- 1 inch (internal diameter) butyrate plastic liner inserts,
- 1 inch diameter plungers with and without adjustable tip,
- plastic ruler,
- vinyl or latex gloves,
- sealable plastic containers at least 2 inches in diameter,
- commercial, non-alcohol, disposable wipes, and
- self-adhesive labels, pencil and marking pen, and field sampling log.

The AHA lead inspector and/or risk assessor will use the following protocol when collecting soil samples.

- Put on a pair of vinyl or latex gloves.

- Disassemble the soil recovery probe by unscrewing the soil probe section from the coupling, in preparation for inserting a new, clean, plastic liner.
- Remove the protective end caps, if present, from a clean plastic liner, and insert it into the probe with the arrow pointing down toward the tip.
- Reassemble the probe and attach the crossbar handle.
- Push the soil recovery probe into the soil to a depth of approximately 2 inches, then twist and snap the coring tool to one side and remove the core sample. If the soil is hard, dry, or frozen, the foil 2 inch penetration may not be achievable. In such cases, it is important to penetrate to a minimum of ½ inch and to record any problems in the field-sampling log.
- Disassemble the probe, remove the plastic liner containing the core sample, and insert a clean 1 inch diameter plunger into the top end of the liner.
- Orient the liner with the arrow pointing up and push out all but the top ½ inch of the core from the liner with the plunger. Discard the soil pushed out of the liner.
- With a clean plunger, push the remaining ½ inch section of the core sample into a clean, sealable, plastic container.
- Reinsert the plastic liner into the soil recovery probe and reassemble the unit.
- Collect the remaining core samples of the composite using the same method. <u>The three to five cores constituting the composite sample are placed in the same plastic container.</u>
- Label the plastic container with sample ID and time, date, and location of sample, and record the same information on the field-sampling log.
- Before collecting the next composite sample, discard the plastic liner. Wipe down the recovery probe, plungers, and straight edge with disposable wipes, and discard the wipes. Clean the vinyl or latex gloves with a wipe. All these steps must be followed to avoid cross-contamination.

<u>Number and Location of Soil Samples</u>

1. The risk assessor will prepare a site description indicating the following:
   a. a detailed drawing indicating the boundary of the lot;
   b. position of the main building and other structures such as garages and storage sheds;
   c. position of play areas;
   d. position of areas with exposed soil, roof rain spouts and general drainage patterns, drip lines of the buildings; and
   e. areas of heavier traffic
2. In addition to the diagram, the lead inspector and/or risk assessor will describe the location of the property, including the following information:
   a. type of building construction;
   b. condition of main building;
   c. condition of the property and nature of adjacent property;
   d. fencing and animals on the property; and

e. apparent use of the property (e.g., use as a play area).

The number of samples to be taken depends on the area of exposed soil around the dwelling. If the area of exposed soil is less than 800 square feet, a single composite soil sample can be taken. This sample should consist of a composite of 5 soil cores taken at random locations within 2 feet of the building foundation. If the area of exposed soil is between 800 and 1600 square feet, two composite soil samples must be taken. One of these samples should consist of 5 randomly located cores within 2 feet of the foundation. The other should consist of 5 cores randomly located at the yard boundary.

If the area of exposed soil exceeds 1600 square feet, the area more than 2 feet from the foundation should first be divided in two. Then, 3 composite samples of 5 soil cores each should be taken. One sample should consist of cores taken within 2 feet of the foundation; the second should consist of 5 randomly selected cores in the first half of the rest of the yard; and the third composite should be taken from 5 cores in the second half of the rest of the yard.

ONGOING MAINTENANCE

The AHA will encourage property owners to perform ongoing maintenance to ensure that lead hazard reduction measures are maintained and maintenance activities are conducted that minimize the treat of lead-based paint hazards. The AHA will inspect a unit annually, and/or at tenant/landlord request to ensure compliance. The landlord must conduct on-going maintenance to include the following:

- Conduct visual assessments for deteriorating paint, bare soil, and the failure of any lead hazard reduction measures at unit turnover or every twelve months.
- Address deteriorated paint through paint stabilization (unless an evaluation states that there is no lead-based paint).
- Treat bare soil with interim controls or standard treatments unless an evaluation indicated that there is no exterior lead-based paint.
- Repair enclosures or encapsulations.
- Perform other lead hazard reduction activities, as necessary.
- Provide a written notice in the language of the occupant, to the extent feasible, asking occupants to report deteriorated paint or failed encapsulation, or enclosure.

RECORD KEEPING

The AHA will keep records related to lead-based paint hazard activities according to program type.

- TBRA - The AHA will retain records for at least three (3) years.
- HOME -TBRA projects and records must be retained for five (5) years after the period of rental assistance terminates.
- ALL PROGRAM TYPES -AHA will keep a record of owners/properties that have participated in the housing assistance program and/or not in compliance with lead based paint regulations.

ADDITIONAL OWNER NORTIFICATIONS

The AHA will ensure that owners are aware of the following.

- They cannot receive (or continue to receive) federal assistance until a risk assessment and lead hazard reduction activities are completed in a unit occupied by an EIBLL child.
- AHA will terminate rental assistance to owners who fail to reduce identified hazards.

ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL (EIBLL):

The Centers for Disease Control and Prevention (CDC) defines a child with an environmental intervention blood lead level (EIBLL) as a confirmed concentration of lead in whole blood equal or greater than 20 micrograms per deciliter (dl) or persistent readings, taken at least three (3) months apart, above 15 microgram per deciliter.

The AHA will communicate with state and local health agencies to provide and receive identification information about children with EIBLL in the following manner.

- The AHA will notify state and local health agencies of a child with an EIBLL within five (5) calendar days of notification.
- When informed about an EIBBL child by a source other than a public health department or a medical health care provider, the AHA staff will verify this information with the public health department or other medical health care provider. If the department or provider verifies the information, the verification serves as notification and a risk assessment and lead hazard reduction activities will be conducted.

CONTRACTOR VERIFICATION(S)

I have complied with all necessary lead hazard requirements to perform lead hazard reduction activities in the State of Texas. I have provided a copy of the following to the Arlington Housing Authority (check all that apply):

_____ Name of Business/Firm Conducting Lead Reduction Activities

_____ Lead Abatement Contractor

_____ Current Address

_____ Insurance Requirements

_____ License(s)

_____ Safe Work Practices are Used

I understand that I must provide documentation of all contractors, subcontractors, and workers certification and/or licenses. Names, certification and/or licenses are listed below:

_____

_____

_____

Upon completion of all lead hazard reduction activities, I understand that I must contact the AHA for clearance testing. Lead hazard reduction activities are not complete until the unit/property passes clearance.

_____

Owner's Signature

_____

Signature of Lead Abatement Contractor

_____ _____

Print Name Date

_____

State License Number

GLOSSARY

Common Lead-Based Paint Terms:

Lead-Based Paint that contains at least 1 milligram per centimeter square (mg/cm) of lead. Also measured as greater than 0.5% lead or has 5,000 parts per million (ppm) by dry weight.

Lead-Based Paint Hazards: Housing conditions that cause human exposure to unsafe levels of lead from paint. These conditions include deteriorated lead-based paint, friction, impact or chewable painted surfaces, lead-contaminated dust, or lead-contaminated soil.

Lead Hazard Evaluation:

- Visual Assessment: A visual evaluation of interior painted surfaces to identify specific conditions that contribute to lead-based paint hazards. The assessment is performed by a certified risk assessor or Housing Quality Standards (HQS) inspector trained in visual assessment.
- Paint Testing: Testing of specific surfaces, by XRF (x-ray fluorescence) or lab analysis to determine the lead content of these surfaces, performed by a certified lead-based paint inspector, or certified risk assessor.
- Risk Assessment: A comprehensive evaluation for lead-based paint hazards that includes paint testing, dust and soil sampling, and a visual evaluation. The risk assessment report identifies lead hazards and appropriate lead hazard reduction methods. A certified risk assessor must conduct the assessment.
- Lead Hazard Screen: A limited risk assessment activity that can be performed instead of a risk assessment in units that meet certain criteria (e.g. good condition). The screen must be performed by a certified risk assessor. If the unit fails the lead hazard screen, a full risk assessment must be performed.

Lead Hazard Reduction:

- Paint Stabilization: An interim control method that stabilizes painted surfaces and addressed the underlying cause of deterioration. Steps include repainting defective surfaces, removing loose paint and applying new paint.
- Interim Controls: Set of measures to temporarily control lead-based paint hazards. Interim control methods must be completed by qualified workers using safe work practices. Follow-up monitoring is needed.
- Standard Treatments: A complete set of interim control methods that when used together temporarily control all potential lead hazards in a unit. Because they address all conditions, a risk assessment or other evaluation is not needed. Standard treatments must be completed by qualified workers using safe work practices. As with interim controls, follow-up monitoring is needed.

Abatement: Measures to permanently control lead-based paint or lead-based paint hazards permanently. (Permanently is defined as at least 20 years effective life)

Abatement Contractor/Supervisor: A person certified by the Department of Health to engage in lead hazard reduction activity.

Accessible Surfaces: Any surface which is below six feet in height from the floor or ground or is exposed in such a way that a child can come in contact with the surface.

Clearance Examination: Clearance is performed after hazard reduction, or maintenance activities to determine if a unit is safe for occupancy. It involves a visual assessment, analysis of dust and soil samples, and preparation of report. A certified risk assessor, paint inspector, or clearance technician (independent from the entity/individual conducting paint stabilization or hazard reduction) conducts clearance.

Deteriorated Paint: Paint that is peeling, chalking, chipping, cracking and/or scaling from the substrate.

Disclosure: Disclosure required most property owners of pre-1978 housing (both subsidized and market rate) to disclose the presence of lead-based paint and provide prospective tenants with all documentation on known lead-based paint and lead-based paint hazards in the dwelling unit.

Enclosure: Is the installation of a barrier (such as paneling) that is mechanically attached to the building component, with all edges and seams sealed to prevent escape of lead-based paint dust. It is most appropriate for large surfaces such as walls, ceilings, floor, and exteriors.

Encapsulation: Involves a liquid or adhesive material that covers the component and forms a barrier that makes the lead-based paint surface inaccessible by relying upon adhesion. It is most appropriate for most kinds of smooth surfaces but it cannot be used effectively on friction surfaces, surfaces in poor condition, or surfaces that may become wet. It also must be compatible with existing paint.

Entity: Any person, partnership, firm, association, corporation, sole proprietorship, or any other business concern, state or local government agency or political subdivision or authority hereof, or any religious, social, or union organization, whether operated for profit of otherwise.

High Efficiency Particulate Air (HEPA) Filter: Type of filtering system capable of filtering out particles of 0.3 microns or greater diameter from a body of air at 99.97% efficiency or greater.

High Phosphate Detergent: A detergent which contains at least five (5%) tri-sodium phosphate (TSP) or other equally effective cleaning agent.

Intact Surfaces: Defect-free surface with no loose, peeling, chipping, or flaking paint. Painted surfaces that are free from crumbling, cracking, or falling plaster and must not have holes in them. Surfaces are not damaged in any way.

Lead Poisoning: Environmental Intervention Blood Lead Level – The level of lead in blood that required intervention in a child under age six. This is defined as a blood lead level of 20 micrograms per deciliter of whole blood or above for a single test or lead levels of 15-19 micrograms per deciliter in two tests taken at least three months apart.

Paint Inspection: A surface by surface investigation to determine the presence of lead-based paint on all types of painted surfaces in a dwelling unit. It includes a report that explains the results of the investigation and lists surfaces that are covered with lead-based paint.

Paint Stabilization: Means to control the hazard presented by deteriorated paint. It involves removing deteriorated paint using wet methods to reduce dust, repairing loose or deteriorated substrate materials, and applying new paint. The cause of deteriorated paint must also be corrected.

Soil Removal: Removal of at least the top six inches of topsoil. In areas with heavy contamination, up to two feet may have to be removed, and must be disposed of using proper waste management techniques that comply with local requirements. The maximum lead concentration in replacement soil shall not exceed 200 micrograms per gram. Sodding or seeding of new soil should occur.

APPENDIX 8 - FSS ACTION PLAN OF OPERATIONS & ESCROW

FAMILY SELF-SUFFICIENCY PROGRAM PURPOSE

The Family Self-Sufficiency (FSS) Program strives to provide supportive services to enable participating families to achieve economic independence and Self-Sufficiency. The intention of this objective is to promote the development of local strategies, coordination, and assistance under HCV Housing with public and private resources.

MISSION STATEMENT

The mission of this program is to empower families to move from a state of dependency and become economically self-sufficient

The following is a list of agency task force committee members and their key roles in the implementation of this program:

- Housing Coordinator - FSS
- Human Services Specialists (2) - FSS
- Grants Financial Manager or designee

The program's objectives are to:

1. Assist participants in setting realistic goals/objectives
2. Increase participant's self-esteem
3. Develop participant's coping skills and strategies
4. Assist participants in accessing other available community resources
5. Assist participants in acquiring educational opportunities
6. Assist participants with employment skills and training
7. Assist participants in accessing available childcare and other supportive services
8. Network with other agencies in the community to avoid duplication of services
9. Promote financial stability
10. Promote homeownership for eligible participants
11. Establish partnership with public or private community service providers
12. Maximize integration of public and private service and resources

TIMETABLE FOR PROGRAM IMPLEMENTATION

The Arlington Housing Authority Family Self-Sufficiency program was implemented in 1997.

PARTICIPANT SELECTION CRITERIA

Currently the Arlington Housing Authority chooses not to exercise the selection preference. The Selection/Screening criteria for FSS includes:

A. **Selection Criteria**:

1. Participant must be head of the household
2. Participant must have reliable transportation
3. Participant must complete FSS assessment

4. Participant must adhere to all regulations established by HUD and the Arlington Housing Authority.

B. **Screening Criteria**:

1. Orientation - An overview of the Family Self-Sufficiency Program, including its benefits and expectations.
2. Application Completion/Review - Upon completion of orientation, applications will be taken and reviewed.
3. Assessment - Applicants who meet Selection Criteria will be scheduled for intake/assessment.
4. Acceptance - upon completion of the intake/assessment, participants will be scheduled to sign the FSSP contract and their case plan and progress will be monitored by the FSS Coordinator.

INCENTIVES

A. Individual Case Management

Individual case management services, an escrow account, and an emergency fund assistance will be used as incentives to encourage eligible families to participate in the FSS program. Individual case management will allow the participants to have input and control over the decisions affecting their lives. The case manager will assist in providing support and guidance as participants establish goals and direction on their paths to self-sufficiency. With individual case management and referrals to other social agencies participants are equipped to make informed, decisions about their future. Through the assessment process several key areas of need may be discovered and addressed. Areas of need such as:

1. Budgeting
2. Coping skills
3. Self-esteem
4. Resume writing
5. Time Management
6. Daycare assistance

B. **Escrow Account**- An interest-bearing FSS escrow account is established by the AHA for each participating family. The AHA does not provide an FSS escrow to families not participating in the FSS program. The general concept of the escrow account is that FSS families continue to pay rent in accordance with their incomes (even as their incomes increase due to employment income). The family's Annual Income, Earned Income and Family Rent is inserted into the Contract of Participation at execution. These become the baseline figures for future escrow calculations. The escrow credit for a HCV FSS family comes from the Housing Assistance Payments Account. As a rule, the amount of the increase in family rent resulting from an increase in earned income is escrowed.

C. **Emergency Assistance Account**-The reserve fund account is established to provide financial assistance to help participants with unexpected expenses that may interfere with their ability to maintain self-sufficiency. The funds may be distributed in the form of a grant. The funds will be distributed to assist with minor car repair costs, job related expenses (i.e.: uniforms), academic necessities (i.e.: books, tuition, etc.). Assistance may be granted only once a year. Participants must be in good standing to qualify for this assistance.

D. **Homeownership Program**-Each participating family that has interest in homeownership will be given assistance with the purchase of a home. Assistance will be provide through referrals to agencies that assist with money management, homeownership education and financial counseling.

OUTREACH EFFORTS

All HCV participants will be notified of the Family Self-Sufficiency program through monthly mass mailings, referrals from Housing Specialist, personal appointments and quarterly FSS seminars.

PROGRAM COORDINATING COMMITTEE

The AHA must establish a Program Coordinating Committee (PCC) whose function is to assist in securing commitments of public and private resources for the operation of the Family Self-Sufficiency Program. The PCC is also responsible for assisting with the development of the Action Plan and assisting in implementing the program. Members in the committee may include:

1. A participant in the FSS program
    a. A member from the local agency which administers the Workforce Investment Act
    b. State, local or tribal welfare agencies
    c. Employment agencies
    d. Public and private educational training institutions
    e. Child care providers
    f. Nonprofit service providers
    g. Private businesses
    h. Any other public or private service providers affected by the FSS program.

The PCC has an advisory role. However, they are the key to tapping into community resources. The community resources will enable the PHA to provide the necessary services without being the provider of these services. The responsibilities are to obtain commitments from social services providers who will perform the hand-on service provision. The AHA's staff are the coordinators of the services which will lead the participant family to self-sufficiency.

1. The committee members should be willing to assist in coordinating agreements between the PHA and potential service providers.

2. The committee, on an ongoing basis, will monitor the agreements between the PHA and social service providers in order to assure the linkage of social services to program participants.

The committee The FSS Program Coordinating Committee was organized with representatives from public and private sectors who have agreed to assist in the development and implementation of program goals, objectives and policies, and develop a plan of action to meet them; and identify and secure commitments of other public and private resources to fulfill program goals.

Services Provided:

1. Vocational/educational assessment
2. Educational opportunities
3. Tuition/book assistance
4. GED preparation/academic remediation
5. Budgeting
6. Employment skills
7. Referral services
8. Self-esteem/assertiveness training
9. Limited assistance with gasoline allowance
10. Minor car repairs
11. Reimbursement for job related expenses

12. Counseling
13. Job search training/resume preparation

Identification of Support Needs

Program participants will be assessed at various times during their participation in the program to evaluate and reassess their needs and level of support.

Assurance of Non-Interference

HCV Families will be informed that the Family Self-Sufficiency program is a voluntary program. It will be strongly expressed to participating families that should they elect not to participate in the self-sufficiency program, that their housing would not be affected.

PROGRAM TERMINATION

The AHA may at any time terminate program assistance for a participant family, for any of the following grounds:

1. If the family violates any family obligations under the program.
2. If any member of the family has ever been evicted from public housing.
3. If AHA has ever terminated assistance under the certificate or voucher program for any member of the family.
4. If any member of the family commits drug-related criminal activity, or violent criminal activity.
5. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
6. If the HA determines that any family member is illegally using a controlled substance.
7. If the HA determines that any family member's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
8. If the family currently owes rent or other amounts to the AHA or to another HA in connection with HCV or another public housing assistance program and the family has refused to enter into a repayment agreement.
9. If the family has not reimbursed any HA for amounts paid to a property owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
10. If the family breaches an agreement with the AHA to pay amounts owed to the AHA, or amounts paid to a property owner by AHA. (The AHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to the AHA. The AHA may prescribe the terms of the agreement.)
11. If a family participating in the Family Self-sufficiency program fails to comply, without good cause, with the Family Self-Sufficiency contract of participation.
12. If the family has engaged in or threatened abusive or violent behavior toward AHA personnel.
13. If any member of the family fails to sign and submit consent forms for obtaining information, such as income verifications and other release of information forms.
14. If a family member demonstrates a pattern of disturbing the peaceful enjoyment of the community.

If the termination of the participant from the FSS Program is also cause for termination from the Housing Choice Voucher Program, an Intent to Terminate 10-day letter will be sent to the participant offering him/her an opportunity for an informal hearing.

FSS Escrow Account Policies and Procedures

An interest-bearing FSS escrow account is established by the AHA for each participating family. The AHA does not provide an FSS escrow to families not participating in the FSS program. The general concept of the escrow account is that FSS families continue to pay rent in accordance with their incomes (even as their incomes increase due to employment income).

The family's Annual Income, Earned Income and Family Rent is inserted into the Contract of Participation at execution. These become the baseline figures for future escrow calculations. After the effective date of the Contract, an escrow credit calculation will be made at every annual and interim reexamination where there is earned income received by any adult member of the family. An escrow credit, based on increased earned income of the family is credited to this account by the AHA during the term of the FSS contract. The escrow credit for a HCV FSS family comes from the Housing Assistance Payments Account. As a rule, the amount of the increase in family rent resulting from an increase in *earned income* is escrowed. Increases in income, other than earned income do not contribute to the escrow amounts. Because there are other factors that affect the family rent, it will not necessarily be dollar for dollar. Escrow credits are based on increases in earned income, including:

- the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, tips, bonuses, fees, and other compensation for personal services
- net income from the operation of a business or profession; and
- military payment that is normally included in the Annual Income definition.

Note:

- If during the contract term the family rent becomes less than the family rent on the effective date of the contract, there is no escrow credit.
- The amount escrowed for the family will depend on whether the family is considered very low or low income.
- The AHA uses the HUD methodology in the HAPPY system to perform the calculations.

Crediting the Escrow Account

- The AHA deposits all escrowed credits into a single depository account.
- The AHA uses the HAPPY software module to calculate and credit each account monthly. The FSS Coordinator credits the interest to each account from the financial statements.
- Annually, the FSS participant is sent a statement concerning his/her balance and interest.
- If the AHA finds that a family did not report income they were required to report, the AHA does not credit the family's escrow account with any portion of retroactive rent. In addition, if the family committed program fraud, it is grounds for termination from the HCV and Public Housing programs, as well as the FSS Program.

Interim Disbursements

The AHA may, at its sole option, disburse a portion of the funds from the family's escrow account during the Contract period for Contract-related expenses if the family:

- has fulfilled its interim Contract goals; or
- needs a portion of the FSS account funds for purposes consistent with the Contract such as school tuition or other school costs, job training expenses, or automobile purchases when public transportation is unavailable or inaccessible to the family.

Final Disbursement

The amount in an FSS account, in excess of any amount owed to the AHA by the FSS family is paid to the head of the FSS family when:

- the Contract of participation has been completed (even if the contract term has not expired).
- whenever up to 40% of the family's monthly adjusted income equals or exceeds the existing housing FMR for the Voucher size issued in HCV or for the size of the unit for which the family qualifies; and/or whenever they become "zero HAP".
- when at contract completion, the head of the family certifies that, to the best of his/her knowledge and belief, no family member receives federal or state welfare assistance.
- The FSS participant must be working full time.

Forfeiting the Account

- Amounts in the FSS account will be forfeited if the Contract of Participation is terminated or if the Contract of Participation is completed but the family is receiving welfare assistance when the contract expires.
- If the participant does not meet his/her goals and objectives that are part of their contract, the FSS escrow account will be forfeited.
- If the FSS participant is not working full time the escrow funds will be forfeited.
- If the head of the family dies and the remaining members of the family choose not to continue participating in the program, and the contact obligations have not been met, the escrow funds would be forfeited.
- If the family does not pay their rent to HCV owner the funds may be forfeited because of compliance with the family's obligations under the Contract and because nonpayment of rent is grounds for terminating a family's FSS participation.
- Forfeited funds will be treated as program receipts for program expenses under the HCV budget. The escrow funds may be used for HUD approved expenses such as HCV Housing Assistance Payments.

Change in Family Composition

If the head of the FSS family no longer resides with other family members in the assisted unit, the remaining members of the family will have the right to designate another family member to receive the funds. The AHA must be consulted.

If the head of household marries and the household income increases, and 30% of the family's adjusted monthly income equals or exceeds the HCV Existing Fair Market Rent, the family is entitled to the escrow, as long as they have met the typical requirements for disbursal of the escrow.

If a family with two adults split up and the AHA determines that the escrow should be paid, it may be paid if the family member continues to reside in the unit, or to the person who retains the HCV assistance.

APPENDIX 9 - EMERGENCY MANAGEMENT PLAN

Standard Operating Policies and Procedures

The purpose of this plan is to provide an organizational and procedural framework for the management of emergency incidents that affect employees of the Arlington Housing Authority at 501 W. Sanford Street, Suite 20. The plan also provides for the coordination between staff and management of the Southeast Human Service Center and emergency responders for the further protection of the facility and its employees and customers, as well as that of the surrounding community and environment.

I. ORGANIZATION/ TEAM MEMBERS

The Arlington Housing Authority ERT (Emergency Response Team) is made up of the supervisors from the various sections of the Housing. The team members and their responsibilities are listed below.

TEAM MEMBERS	RESPONSIBILITIES
Executive Director	• Will notify supervisors of emergency, so that the Arlington Housing Authority Office can be vacated. • Will notify Fire Department in case of fire and Police Department in case of other emergencies. Will make sure that the Fire Alarm is sounded in fire emergency. • Will notify manager of Southeast Human Service Center of any emergency requiring evacuation of premises by other inhabitants of the building, besides the Arlington Housing Authority
	•
Grants Coordinator, Housing Coordinators, & Housing Accounts Coordinator	• Will be responsible for notifying staff supervised of any emergency, assisting with evacuation from Arlington Housing Authority building, and accounting for staff once they have been evacuated.
	•
	•

II. RESPONSIBILITIES

Primary responsibility for emergency response activities will be the responsibility of the emergency response authorities. The Arlington Housing Authority Emergency Response Plan is intended to fill in the gap time before the Fire or Police Department arrives on the scene of an emergency.

1. The ERT will ensure that adequate emergency response procedures are implemented. The Executive Director, or back up (Assistant to the Executive Director) shall establish communications with police and/or fire authorities, and with the manager of the Southeast Human Service Center and will continue lines of communication until relieved by the local authorities.

2. The role of supervisory staff includes:

    a. assisting in the orderly evacuation and congregation of employees and participants;
    b. gathering information from other ERT members regarding missing persons;
    c. locating disabled persons and passing this information to the emergency response authorities;
    d. verifying that all personnel and customers have evacuated the facility; and
    e. performing staff roll call and reporting Executive Director

III. RESPONSE TO SPECIFIC TYPES OF EMERGENCIES

TYPE OF EMERGENCY	RESPONSES
Fire/Explosion	• Notification of Emergency Responders • Evacuation of facility through either passable exit. • Congregate in park on Sanford Street • Accountability
Severe Weather	• Notification of all Employees • Moving staff/participants to safest interior location, away from windows, such as restrooms adjacent to kitchen • Accountability
Floods/Flooding	• Notification of Emergency Responders • Staff and participants to remain on second floor of building until given clearance by emergency personnel • Accountability
Chemical or Biological Release/Spill	• Notification of Emergency Responders • Evacuation of staff and participants to park of Sanford Street through either passable exit. • Accountability

Violence or Threat by Participant or Public	• Staff in Front meeting participants will utilize the loud speaker and ask for "Mrs. Bush" to come to the front. That internal messaging system will let other staff know that they are in danger. At that time, the Police will be notified. • A keypad has been installed at the front entryway, so that the public cannot get in through the front doorway.
Violence/Bomb Threats	• Notification of Emergency Responders • Evacuation to staff/participants park on Sanford Street through either passable exit. • Accountability

IV. EVACUATION ROUTE

- A diagram Arlington Housing Authority exits will be developed and on display for all staff and participants as an evacuation route. It will also indicate the location of fire extinguishers and the fire/security alarms.
- In the case of an emergency, exit via the elevator will be discouraged.
- If there is an immediate danger to life, and there are disabled staff or participants that cannot use the stairs, and the emergency rescue personnel have not yet arrived, staff will be encouraged to help evacuate the disabled persons, by whatever means possible. Once Fire or Police personnel arrive, they will assume full responsibility for emergency response activities.

V. COMMUNICATION SYSTEM

Emergency Contact List

- Employees will be encouraged to contact 911 in the case of Fire or Police Emergencies.

VI. A list of home phone numbers of key supervisory will maintained by the Executive Director of the Arlington Housing Authority to notify them of any emergencies occurring during non-business hours. Each supervisor will be responsible for notifying his/her staff of emergencies that require them to either come to the office, or to stay away from the office. In order to do this an accurate record of home telephone numbers and cell phone numbers will be required for all staff.

VII. TESTING

Housing Authority staff will ensure that everyone understands the plan and is prepared to implement.

VIII. PROPERTY PROTECTION/ RECORDS PROTECTION

Protection of Vital Records- A back up of the AHA financial records is kept by the City of Arlington.

APPENDIX 10 - CRIMINAL BACKGROUND CHECK POLICY

Procedures for Criminal Background Checks: The AHA conducts criminal background checks under the authority of part 5.903 of the CFR. The AHA uses the criminal conviction records obtained from the Texas Department of Public Safety to screen applicants for admission and at recertification. The AHA also conducts criminal background checks on all port in clients through the Texas Department of Public Safety. In order to obtain access to these records, the AHA obtains a consent signed by each adult family member.

Applicants

A written release (which is signed by the applicant) will be given at the time of the Preliminary Briefing that a Criminal Background Check will be made on the applicant and any adult family members.

If the applicant is denied due to criminal drug related activity, violent criminal activity, crime threatening the peace of the community a denial letter will be sent by the AHA stating the reason for denial and will offer ten (10) calendar days to for the applicant to request an informal review.

Maintenance of records

Criminal records must be maintained confidentially, and destroyed once the purpose for which the record was requested has been accomplished. The Fraud Officer will maintain criminal background checks separate from the case files in a secure location and destroy them after that time.

Participants

The AHA will conduct a daily comparison of its program participants with the Arlington Police Department's (APD) inmate report and the APD's list of Registered Sex Offenders. Additionally, a criminal background check will be conducted on any newly admitted members of a participant's household, on participants for investigation purposes, and may be conducted on any adult family members (over the age of 17) at the time of annual reexamination. If the Criminal Background check reveals that any family member has been involved in violent criminal behavior, drug-related crime, crime threatening the peace of the community, the head of household will be sent Intent to Terminate letter that will offer ten (10) calendar days to request an informal hearing

Participants shall be given the opportunity to examine before the AHA hearing any AHA documents that are directly relevant to the hearing. The AHA will disclose the results of the criminal background check conducted if the background check was the cause for the hearing to be conducted. Per its agreement with the Texas Department of Public Safety, the AHA will not provide a photocopy of the criminal background check to the participant, but will provide the phone number for the client to access this information himself/herself.

Information to be provided to Property Owner

The AHA will advise all property owners that AHA has not screened the family's behavior or suitability for tenancy, and that such screening is the property owner's responsibility. (Appendix VI).

The AHA will not disclose criminal records for lease enforcement or for eviction of residents receiving HCV tenant-based assistance, but may use the information for screening applicants to the program.

The owner may deny admission to applicants or terminate and evict families involved in serious criminal activity.

Screening and Evicting Clients

The AHA's admission and eviction actions must be consistent with Fair Housing and Equal Opportunity laws. The Arlington Housing Authority may deny or terminate assistance if any family member is involved in, or if the AHA has reasonable cause to suspect that any household member is engaging in the following actions:

1. drug-related criminal activity which is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance;
2. manufacturing or producing methamphetamines on the property of the apartment complex;
3. abusing alcohol in a way that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents or employees (per 982.553 (a) of the CFR);
4. involved in illegal drug use, or other criminal activity that threatens or interferes the health, safety, or right to peaceful enjoyment of the premises by other residents (per 982.553 (a) of the CFR);
5. committing violent criminal activity which causes harm to person(s) or property, including persons who are subject to a lifetime registration requirement under a state sex offender registration program

The AHA may obtain criminal history information from law enforcement agencies or other Internet sources or private databanks. Before denying admission, or terminating tenancy, the AHA will provide the client with the subject of the criminal conviction record. The family will be provided an opportunity to contest the accuracy and relevance of the information at an informal hearing.

Preponderance of Evidence

The AHA may deny or terminate assistance for criminal activity based on a preponderance of evidence regardless of whether the household member has been arrested or convicted for such activity.

Previous eviction from federally-assisted housing for drug-related criminal activity

If any household member was evicted from Public Housing, Indian Housing, Section 23, or any HCV Housing Program because of drug-related criminal activity, the family is ineligible for admission to the HCV Program for a three (3) year period beginning on the date of such eviction.

The AHA may admit these persons if they:

1. can demonstrate that they have successfully completed a supervised drug or alcohol rehabilitation program per 982.552 (c) of the CFR (sufficient evidence may include certifications from probation officers, landlords, social service workers, etc.); or
2. if the circumstances leading to the eviction no longer exist (per 982.553 (a) of the CFR).

Applicants past use of illegal drugs or alcohol abuse

If a prospective client has, **in the past five years**, been involved in drug-related criminal activity, violent criminal activity, or alcohol abuse which threatened the health, safety, or right to peaceful enjoyment of the other residents, or if the AHA has reasonable cause to suspect that any household member is using illegal drugs and threatening the health, safely or right to peaceful enjoyment of the other residents, the AHA may prohibit admission to the HCV Program. This may be waived if:

1. the AHA had previously denied admission to an applicant for criminal activities but now has sufficient evidence that the household member has not engaged in the activity for a reasonable length of time (as certified by a probation officer or social service representative);
2. the person demonstrates and provides verification of successful completion of a drug or alcohol abuse rehabilitation program approved by the Housing Authority or;

3. the circumstances leading to a conviction of a family member no longer exist (e.g., the individual who was involved in drugs or alcohol abuse is no longer a household member because of incarceration or with proof of residence at another location not participating in federally assisted program).

The AHA reserves the right to deny admission to persons who have committed Part I crimes (i.e. Murder, Rape or Robbery at any time.

Conviction for manufacture of methamphetamines

The AHA will prohibit admission of any household member and/or immediately terminate assistance if the AHA determines that any household member has ever been convicted of drug-related criminal activity for manufacturing or producing methamphetamines on the premises of federally-assisted housing.

Lifetime Sex Offenders

If an applicant or participant is a lifetime sex offender who is subject to registration under a state registration program, the AHA will prohibit admission and/or continued participation in the HCV Program. The AHA will check the sex offender's registration in any state where the applicants' household are known to have resided.

The AHA must terminate assistance for a family if the AHA determines that any household member or guest under the tenants control is involved in drug-related criminal activity in, on or near the premises that threatens or interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

Procedures for Denial or Termination of Assistance

The AHA has discretion to consider the circumstances in each case, except in cases of manufacturing or producing methamphetamines and persons who are registered sex offenders, and will consider the extent of participation or culpability of individual family members. The AHA will consider in each case, the seriousness of the case, the effects of denial or termination of assistance on other family members who were not involved in the action or failure to act, how termination of assistance for criminal activity by assisted families may affect or discourage criminal activity in the community, and the effect of AHA's termination policy on the HCV program.

The AHA may permit other members of a participant family to continue receiving assistance so long as the culpable family member does not reside in the unit (per 982.552 (c) of the CFR). The AHA may request documentation to substantiate allegations or circumstances in each case.

In determining whether to deny or terminate assistance based on alcohol abuse, drug related criminal activity, or violent criminal activity, the AHA may deny or terminate assistance if the preponderance of evidence indicates that a family member has been involved in such behavior. In accordance with the AHA's existing administrative procedures, an applicant who is denied assistance is entitled to an informal review, and a participant whose assistance is terminated is entitled to an informal hearing. The Executive Director or his/her designee will conduct both the informal review and hearing.

Grounds for Denial of Assistance Because of Family Action or Failure to Act:

1. The AHA may at any time deny program assistance for an applicant for any of the following grounds:
    a. If the family violates any family obligations under the program.
    b. If any member of the family has ever been evicted from public housing.
    c. If AHA has ever terminated assistance under the certificate or voucher program for any member of the family.

d. If any member of the family commits drug-related criminal activity, or violent criminal activity.
e. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
f. If the family currently owes rent or other amounts to the AHA or to another Housing Authority in connection with HCV or another public housing assistance programs.
g. If the family has not reimbursed any AHA for amounts paid to a property owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
h. If the family breaches an agreement with the AHA to pay amounts owed to the AHA.
i. If a family participating in the Family Self-Sufficiency Program fails to comply, without good cause, with the Family Self-Sufficiency Contract of Participation.
j. If the family has engaged in or threatened abusive or violent behavior toward AHA personnel.

2. The AHA must deny assistance if any member of the family fails to sign and submit consent forms for obtaining information such as income verifications and other release of information forms

AHA Actions Constituting Denial of Assistance Because of Family Action or Failure to Act

The following actions by the AHA will constitute denial of assistance to an applicant:

1. Denying listing on the AHA waiting list;
2. Denying or withdrawing a voucher;
3. Refusing to enter into a HAP contract;
4. Refusing to approve a lease; and/or
5. Refusing to process or provide assistance under portability procedures.

Informal Reviews

Whenever the AHA makes a decision denying assistance to an applicant, the AHA shall give the applicant prompt written notice of the intent to deny. The notice shall contain a brief statement of the reasons for the decision, advise the applicant of the applicant's rights to request an informal review of the decision and shall describe how to obtain the informal review. Notice of a decision shall be deemed to have been received when the notice is deposited in the U.S. Mail, postage prepaid, addressed to the applicant at the applicant's unit or when hand-delivered to the applicant's unit.

An informal review is not required for any of the following:

1. Discretionary administrative determinations by the AHA
2. General policy issues or class grievances
3. Determinations of the family unit size under the AHA subsidy standards
4. Determinations not to approve an extension or suspension of a voucher term
5. Determinations not to grant approval to lease a unit under the program or to approve a proposed lease
6. Determinations that a unit selected by the applicant are not in compliance with Housing Quality Standards
7. Determinations that the unit is not in accordance with housing quality standards because of the family size or composition

Procedures for Informal Reviews

1. A request for an informal review is considered timely when it is delivered to the AHA (in writing) within ten (10) calendar days after the date that the notice of intent to deny has been mailed to the applicant (effective 9/28/04).
2. An informal review may be conducted by the Executive Director or any person or persons designated by the Executive Director, other than a person who made or approved the decision under review or a subordinate of such a person.
3. The applicant shall be given an opportunity to present written or oral objections to the AHA decision.
4. A notice of the AHA final decision shall be promptly provided in writing to the applicant and shall include a brief statement of the reasons for the final decision.

Special Rules for Criminal Activity

1. **Grounds for Denial- Property Owners; Participants; Applicants**

   At any time, the AHA may deny assistance to an applicant if any member of the family commits:

   a. alcohol, drug-related criminal activity; or
   b. violent criminal activity; or
   c. if an applicant is a lifetime registered sex offender.

Use or Possession

If the AHA seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, such use or possession shall have occurred within one year before the date the AHA provides notice to the family of the AHA determination to deny assistance. The AHA may not deny assistance for such use or possession by a family member, if the family member can demonstrate that he or she:

1. has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such an impairment; and
2. is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The AHA may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit

Standard of Proof

In determining whether to deny assistance based on drug-related criminal activity or violent criminal activity, the AHA may deny assistance if the preponderance of evidence indicates that a family member has engaged in such activity, regardless of whether the family member has been arrested or convicted.

AHA Discretion to Consider Circumstances

The AHA has discretion to consider the circumstances in each case, including the extent of participation of culpability of individual family member(s), the seriousness of the case, and the effects of the denial of assistance on other family members who were not involved in the action or failure to act.

Additionally, the AHA may consider how denial of assistance for criminal activity by assisted family may affect or discourage criminal activity in the community, and the effect of AHA's denial policy on the HCV Program.

APPENDIX 11- PLAN TO CANCEL CONTRACTS

Per 982.454 of the CFR, "a PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families under the program." The CFR gives no guidance on which contracts to cancel first.

In the summer of 2004, staff from the AHA presented various options to the AHA Board of Commissioners to cancel contracts should this action become necessary to stay within budget appropriations. It was the consensus of the Board that, should it become necessary to cancel contracts, all participants who have committed program fraud (including those under repayment agreements) be cancelled first. Effective January 1, 2003, the AHA no longer entered into repayment agreements with participants who committed program fraud. If canceling participants who have committed program fraud does not provide enough savings to stay within the AHA's HAP the AHA may also need to cancel other participants. Staff also discussed the options of:

1. adopting an administrative policy of last served, first terminated;
2. adopting an administrative policy of canceling those that have received assistance the longest; and
3. utilizing a lottery system to determine which participants should be cancelled

The AHA Board had also discussed excluding elderly and disabled participants from the cancellation process. In researching this option, AHA staff consulted with HUD's Fair Housing Office. According Mr. Gary Sweeny, the AHA may exclude disabled participants from the cancellation process, but cannot exclude elderly participants, since that would be discriminating on the basis of age. Per Mr. Sweeny, the AHA may limit the proportion of elderly families canceled to a proportion of the total HCV population, so as not to disproportionately affect them in the cancellation process. Approximately 6% of current participants are elderly. Therefore, if 100 participants were cancelled, 6 elderly families would be affected and 94 non-elderly families. If the AHA doesn't use this methodology, 25 elderly participants would be affected out of the first 100 contracts cancelled based on the length of time these elderly participants had received HCV assistance.

At the July 2004 Board meeting, the Board requested that the Resident Advisory Committee review the cancellation options. On July 28, 2004 the Resident Advisory Board discussed options of 1, 2 and 3. They were informed that disabled participants would be excluded from the cancellation process, and that elderly participants could be cancelled in proportion to their numbers in the overall HCV population. At that meeting, staff also recommended excluding participants who were part of the FSS Homeownership Program. After reviewing these options, the consensus of the Resident Advisory Board was to cancel those that had received HCV assistance the longest, after canceling participants who had committed program fraud. The Resident Advisory Board also agreed that disabled participants should be excluded from the cancellation process along with participants in the Homeownership Program, and that the elderly participants should be cancelled with the least negative ramification (i.e. in proportion to their numbers in the overall HCV population).

On September 1, 2004, the AHA Board of Commissioners, in Resolution 04-11 approved a policy for cancellations should this action become necessary which consists of the following:

1. First, cancel contracts with all participants who have committed program fraud, including those under repayment agreement;
2. Second, cancel participants who had been on the HCV Program the longest.
3. Disabled participants would be excluded from the cancellation process and participants of the HCV Homeownership Program. Elderly participants would be canceled proportionately to the HCV population; and

All actions would require Board approval prior to implementation

Under these policies, the AHA would determine how many families could be served based on anticipated budget allocations. If the lease up was beyond the AHA's ability to pay HAPs, participants who had committed program fraud would be cancelled first. Secondly, those persons who been on the HCV Program the longest would be canceled to the point that the budget balanced. Disabled participants would be excluded from the cancellations along with participants who were part of the FSS Homeownership Program. Elderly participants would be cancelled proportionately to the total HCV population. The Board of Commissioners would approve the action prior to cancellations occurring. Property owners and participants would be given thirty (30) calendar day notice of the cancellations.

APPENDIX 12 - REASONABLE STEPS TO AFFIRMATIVELY FURTHER FAIR HOUSING IN THE HOUSING CHOICE VOUCHER, FAMILY SELF SUFFICIENCY, AND FAMILY UNIFICATION PROGRAMS

REASONABLE STEPS TO AFFIRMATIVELY FURTHER FIAR HOUSING IN THE HOUSING CHOICE VOUCHER FAMILY SELF-SUFFICIENCY (FSS) PROGRAM AND FAMILY UNIFICATION PROGRAM.

The Arlington Housing Authority is aware that Federal and state fair housing laws make it illegal to discriminate in the sale or rent of housing based on: race, color, religion, sex, handicap, familial status or national origin.

In order to promote Fair Housing rights for Housing Choice Voucher (HCV) Family Self-Sufficiency (FSS) participants and Family Unification Program (FUP) participants, it is the policy of the Arlington Housing Authority (AHA) to comply fully with all Federal, State, and local nondiscrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The AHA shall not deny any family or individual the equal opportunity to apply for, or receive assistance under the HCV Family Self-Sufficiency Program or Family Unification Program on the basis of race, color, sex, religion, national or ethnic origin, age, familial status, handicap or disability, actual or perceived sexual orientation, gender identity or marital status.

Role of the City of Arlington

The Arlington Housing Authority and the City of Arlington established an Interlocal Agreement in 1988. Through the interlocal agreement all AHA employees are also City of Arlington employees and are responsible to follow applicable City ordinances including the Arlington City Council ordinance on Fair Housing adopted February 7, 1995.

The City of Arlington's Fair Housing Officer is responsible for the implementation and compliance with the Fair Housing Ordinance. The Fair Housing Officer performs his/her duty in accordance with the policy directives of the City Council and can recommend rules and regulations to aid in the implementation and facilitation of the ordinance. Moreover, the Fair Housing Officer works with the U. S. Department of Housing & Urban Development (HUD) and the U.S. Attorney General's Office in the enforcement of the Fair Housing Act of 1968, as amended, and cooperates with the Texas Commission on Human Rights in the enforcement of the Texas Fair Housing Act. To ensure compliance with fair housing laws and ordinances, Arlington's Fair Housing Officer acts on fair housing complaints received by HUD. Information from HUD is utilized so that the City's Fair Housing Officer can prepare a complaint analysis.

The Arlington Housing Authority will continue to work with the City as appropriate in addressing Fair Housing issues and strategies to ameliorate any impediments to Fair Housing. In conjunction with this, the Arlington Housing Authority will work cooperatively with collaborative partner agencies to expand housing opportunities for clients needing transitional housing assistance. It will also create and make available Fair Housing information to its clients and promote housing opportunities. The Arlington Housing Authority will also work diligently with the City of Arlington Fair Housing Officer and HUD on any and all Fair Housing complaints filed by its participants or applicants.

REASONABLE STEPS TO AFFIRMATIVELY FURTHER FAIR HOUSING FOR THE HCV-FSS AND FUP PROGRAM

The Arlington Housing Authority will take reasonable steps to affirmatively further fair housing in its HCV-FSS and FUP program and maintain records of those steps and their impacts. These steps will include:

1. Advertising widely in the community for the coordinator position or positions, should they become available.

    a. All AHA employees are City of Arlington employees, as such vacant positions are advertised fairly and broadly by the City of Arlington on their website. AHA generally publishes vacant positions through industry group publications e.g.; nationwide distribution through NAHRO.

2. Marketing the FSS and FUP program to all eligible persons, including persons with disabilities and persons with limited English proficiency.

    a. The AHA markets the availability of the FSS and FUP program through briefing orientations with applicants and program participants. The AHA has conducted a four factor analysis in its efforts to serve applicants and participants with limited English proficiency. The AHA will continue to monitor its potential and current client pool to determine which vital documents to translate to make the HCV-FSS and FUP programs more accessible to non-English speaking clients. The AHA has also implemented the use of the "I Speak" cards to assist clients needing translation services. The AHA will continue to use the City of Arlington's translators, as appropriate, at no cost to the client.

3. Making buildings and communications that facilitate applications and service delivery accessible to persons with disabilities.

    a. In providing notice of the availability of housing assistance for low-income families under the HCV-FSS and FUP program requirements, the AHA will use its website to assure that the notice reaches eligible individuals with disabilities by posting notices on the AHA website www.arlingtonhousing.us

    b. The AHA provides reasonable accommodation for applicants and participants who are unable to come into the office by making home visits where necessary to ensure access to services.

    c. As a reasonable accommodation for a person with disabilities, the AHA will approve reasonable requests by families with a disabled head-of-household for an exception rent for a regular tenancy under the HCV-FSS and/or FUP program so that the program is readily accessible to and usable by persons with disabilities.

    d. It is the intent of the Arlington Housing Authority that no FSS or FUP participant with disabilities be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the AHA's facilities are inaccessible to or unusable by persons with disabilities. The AHA's office(s) are accessible to persons with physical disabilities. Accessibility for the hearing impaired is provided by the Texas Relay telephone service provider.

    e. The AHA encourages participation by owners, having accessible units and will note these units in the listing of available units which is distributed to HCV-FSS /FUP voucher holders who are seeking units. A separate listing of accessible units is maintained. The

listings are also ordered by bedroom size and by zip codes. The units in areas of the City of Arlington with lower concentrations of poverty are listed first.

f. In order to ensure that participating owners do not discriminate in the HCV-FSS or FUP assisted program, a recipient shall enter into a HUD-approved contract with participating owners, which shall include necessary assurances of nondiscrimination.

g. The AHA assists qualified voucher holders who need to have their rental units made handicap accessible. Architectural Barrier Removal modifications to a rental unit are available in the form of a grant to eligible renters through the Housing Rehabilitation program. The Housing Rehabilitation program is administered and operated by the AHA with funding provided by the City of Arlington's HOME and CDBG programs. With the permission of the property owner, HCV-FSS or FUP participants may be assisted with grab bars, widening doors, ramps and other mobility accessibility modifications.

4. Providing fair housing counseling services to fair housing agencies.

   a. All AHA staff is informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities, as a part of the overall commitment to quality customer service. Staff attends local fair housing update training sponsored by HUD to keep current with new developments and is participating in the development of a Fair Housing Impediment Study.
   b. The Arlington Housing Authority is aware that an essential ingredient of fair housing opportunity and enforcement is the education of the public regarding rights and responsibilities afforded by fair housing law. This includes the education of housing providers as well as HCV-FSS and FUP participants, the potential victims of discrimination. Likewise, it is important for property owners and managers to know their responsibilities and when they may be violating fair housing law. Therefore, staff continues to work toward increasing community awareness of local, state, and federal fair housing laws by using HUD notices, circulars, and meetings with property owners and other community groups. In particular, staff meets with the Landlord Advisory Group on a regular basis and keeps them current on any pertinent regulations to managing the HCV-FSS and FUP programs, including Fair Housing requirements.

5. Informing participants on how to file a fair housing complaint.

   a. To further its commitment to full compliance with applicable Fair Housing laws, the AHA will provide Federal/State/local information to Housing Choice Voucher Family Self-Sufficiency holders regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing sessions and available upon request at the AHA front desk.

   b. In particular, HUD's Housing Discrimination Complaint Form is explained to applicants and participants, and is included in the Fair Share Voucher holder's packet along with the "Fair Housing: It's Your Right" booklet.

   c. Should a client desire to file a complaint under Title VII of the Civil Rights Act of 1968 and the Fair Housing Amendments of 1998, the AHA will make a referral to the City of Arlington's Fair Housing Officer or the HUD office where such assistance may be obtained or refer them to HUD's Fair Housing office.

d. The AHA will also inform FSS and FUP participants that they can file a Fair Housing complaint by calling 1-800-669-9777. They may also file a complaint on-line at: www.hud.gov/offices/fheo/FHLaws/.

6. Recruiting landlords and service providers in areas that expand housing choice to program participants.

    a. The AHA makes concerted efforts to expand housing choice for all HCV-FSS and FUP participants by recruiting property owners in areas of the City of Arlington with low minority concentrations based on data obtained from the 2000 Census.

    b. To expand housing choice for HCV-FSS and FUP participants, the AHA also maintains maps which are distributed at briefing sessions for HCV-FSS and FUP participants which depict areas of the City of Arlington with low poverty and minority concentrations and provides information on school performance, job centers, etc. so that voucher holders can locate units close to jobs, amenities and good schools.

7. The AHA will identify and ensure certification, with the coordination of the Public Child Welfare Agency of FUP eligible families and/or youth that are on the AHA's waiting list and also ensure that the families and/or youth maintain their original position on the waiting list after certification.

8. The AHA will place all FUP eligible families and/or youth referred by Public Child Welfare Agency on the HCV waiting list in order of first come, first served.

APPENDIX 13 - PROHIBITON AGAINT DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE AND STALKING

[Pub.L. 109-162]

The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 606(1) of VAWA adds the following provision to HCV of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program:

1. That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission.

VAWA definitions:

1. The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
2. The term dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
    a. The length of the relationship
    b. The type of relationship
    c. The frequency of interaction between the persons involved in the relationship
3. The term stalking means:
    a. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
    b. To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
    c. In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.
4. The term immediate family member means, with respect to a person:
    a. A spouse, parent, brother or sister, or child of that person, or an individual to whom that person stands in the position or place of a parent; or
    b. Any other person living in the household of that person and related to that person by blood and marriage.

Notification and Victim Documentation

The AHA acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under the AHA's policies. Therefore, if the AHA makes a determination to deny admission to an applicant family, the AHA will include in its notice of denial a statement of the protection against denial provided by VAWA and will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

The documentation must include two elements:

1. A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, and
2. one of the following:
    a. A police or court record documenting the actual or threatened abuse, or
    b. A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The applicant must submit the required documentation with her or his request for an informal review or must request an extension in writing at that time and will postpone scheduling the applicant's informal review until after it has received the documentation or the extension period has elapsed. If after reviewing the documentation provided by the applicant the PHA determines the family is eligible for assistance, no informal review will be scheduled and the PHA will proceed with admission of the applicant family.

Perpetrator Removal or Documentation of Rehabilitation

In cases where an applicant family includes the perpetrator as well as the victim of domestic violence, dating violence, or stalking, the AHA will proceed as above but will require, in addition, either (a) that the perpetrator be removed from the applicant household and not reside in the assisted housing unit or (b) that the family provide documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment.

If the family elects the second option, the documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation. This additional documentation must be submitted within the same time frame as the documentation required above from the victim.

Confidentiality Requirements

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

Denial or Termination of Housing Assistance

That an applicant or participant is or has been a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial or termination of program assistance, if the victim of such violence otherwise qualifies for assistance or admission.

See the following definitions AHA will consider in assessing a claim under this provision:

Domestic violence is defined as felony or misdemeanor crime of violence committed by:

1. a current or former spouse of the victim;
2. a person with whom the victim shares a child in common
3. a person who is cohabitating with or has cohabitated with the victim as a spouse
4. a person similarly situated to a spouse of the victim under the domestic or family
5. violence laws of the jurisdiction receiving grant monies
6. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction
7. domestic violence is abuse perpetrated against the victim by
    a. The victim's spouse or former spouse
    b. Someone the victim lives with or lived within the past
    c. Someone the victim has a child with'
    d. Someone to whom the victim is related by blood, marriage, or adoption (including the victim's parent, grandparent, child, grandchild, brother or sister)
8. dating violence is violence committed by a person
    a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    b. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
        i. The length of the relationship
        ii. The type of relationship
        iii. The frequency of interactions between the persons involved in the
        iv. relationship

Nothing in this Section shall be construed to supersede any provision of any Federal, State or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

All information provided to an owner, manager or to the AHA pursuant to this section, including the fact that an individual is a victim of domestic violence, dating violence or stalking shall be retained in confidence by the landlord and AHA. This information shall not be entered into any shared database or provided to any related entity, except to the extent that disclosure is:

1. Requested or consented to by the individual in writing;
2. Required for use in an eviction proceeding; or
3. Otherwise required by applicable law.

AHA will provide notice to the assisted family under HCV of the United States Housing Act of 1937 of their rights under this Section, including their right to confidentiality and the limits thereof, and to landlords of their rights and obligations.

Incidents of Domestic Violence, Dating Violence, or Stalking

In responding to an incident or incidents of actual or threatened domestic violence, dating violence, or stalking, a landlord or the AHA may request that an individual certify via a HUD approved certification form that the incident or incidents in question are bona fide incidents of such actual or threatened abuse as defined in Section 40002 of the Violence Against Women Act of 1994;

1. Such certification shall include the name of the perpetrator
2. The individual shall provide such certification within fourteen (14) business days of the date that the participant receives the written request for certification from the owner, manager or AHA
3. If the individual does not provide the certification within the fourteen (14) business days set forth, nothing in this section may be construed to limit the authority of a landlord to evict, or AHA to terminate the HCV rental assistance for any tenant or lawful occupant that commits violations of the lease and/or voucher.
4. The landlord or AHA may extend the fourteen (14) business day deadline at its discretion.
5. An individual may satisfy the certification requirement of this section by completing the HUD-approved certification form as describe above; or
6. Providing the requesting landlord or AHA with documentation signed by an employee, agent or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, in which professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in questions are bona fide incidents of abuse, and the victim of domestic violence, dating violence, or stalking has signed or attested to the documentation; or
7. Producing a Federal, State, tribal, territorial, or local police or court record.
8. Nothing in this subsection shall be construed to require a landlord or AHA to demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, dating violence, sexual assault, or stalking in order to receive any of the benefits provided in this section.

At its discretion, a landlord or AHA may provide benefits to an individual based solely on the individual's statement or other corroborating evidence.

Compliance with this statute by a landlord or AHA based on certification specified above shall not alone be sufficient to constitute evidence of an unreasonable act or omission by a landlord or AHA, or employee.

APPENDIX 14 – LIMITED ENGLISH PROFICIENCY PLAN

LIMITED ENGLISH PROFICIENCY LANGUAGE ACCESS PLAN

PURPOSE: The purpose of this plan is to establish and provide greater access and participation in public services, housing assistance programs and related activities for recipients and applicants of the Housing Authority of the City of Arlington, Texas with limited or no-English proficiency that access services and information through the Arlington Housing Authority. "Access and participate" means to be informed of, participate in, and benefit from public services, programs, and activities offered by the Arlington Housing Authority at a level equal to English proficient individuals. Removing language barriers is critical to achieving access to needed services. The Language Access Plan (LAP) shall be updated every two years. The LAP will be reported to and is subject to the review of the Board of Commissioners of the Housing Authority of the City of Arlington, Texas.

PREPARED BY: **David Zappasodi, Executive Director**

Housing Authority of the City of Arlington, Texas

David Zappasodi — 1/16/09

Signature — **Date**

BACKGROUND

The mission of the Arlington Housing Authority is to provide safe, decent, affordable housing and related services to qualified persons.

The Arlington Housing Authority (AHA) provide direct or indirect services related to the agency's mission. The Housing Inspections team delivers direct public services and actively ensures that the dwelling units occupied by program recipients are in safe, decent and sanitary condition in accordance with the HUD Housing Quality Standards. The Housing Inspections team provides a completed inspection report identifying if the dwelling unit meets standards or a report that identifies that the unit failed inspection including a list of the failing conditions and a determination if the failing condition is the responsibility of the owner or tenant.

The Eligibility and Occupancy team also provides direct services. The Eligibility and Occupancy team examines applicant and recipient household information such as identification of household members, documentation about the source and amount of household income, to determine if the applicant or recipient is eligible to participate in the Housing program. This team also provides information to the participant to orient them to the purpose, rules and regulations about the program and about program procedures. These teams render direct public services and furnish information to program participants.

Summary:

1. Total number or proportion of limited-English proficient and no-English proficient (LEP/NEP) individuals of populations served or encountered (disaggregated by LEP language) in the past fiscal year;

City of Arlington Demographics

Census 2010 Summary File (most current)

Native	294,466	80.2
Born in United States	289,838	78.9
Board outside United States	4,628	1.3
Foreign Born	72,688	19.8
Naturalized Citizen	24,929	34.4
Not a Citizen	47,764	65.7
Region of Birth of Foreign Born		
Total (excluding born at sea)	72,688	100

Europe	2,457	3.4
Asia	21,755	29.9
Africa	7,694	10.6
Oceania	355	.05
Latin America	39,896	54.9
Northern America	531	0.7
Language Spoken at Home		
English only	**228,781**	**67.7**
Language other than English	109,094	32.34
Speak English less than very well	49,491	14.6
Spanish	**75,316**	**22.3**
Speak English less than very well	35,307	10.4
Other Indo-European languages	8,149	2.4
Speak English less than very well	2,208	0.7
Asian and Pacific Island languages	**17,418**	**5.2**
Speak English less than very well	9,759	2.9
Other languages	8,211	2.4
Speak English less than very well	2,217	0.7

Based on the 2010 Census data for the City of Arlington (above), the City of Arlington has a population in which 68% speak English, 22% speak Spanish and 5% speak Asian (including Vietnamese).

The following table reflects data gathered by AHA as part of its 4-factor analysis. The data base shows that 95% of applicants, recipients and visitors to the AHA offices speak English, 2% speak Spanish and less than 2% speak Arabic (see below).

e-Sign In Language Analysis
3-24-2014 to 2-25-2015

Language	Count	%
Arabic	473	1.6%
English	28,698	94.8%
Other	99	0.3%
Somali	203	0.7%
Spanish	649	2.1%
Vietnamese	156	0.5%
Grand Total	**30,278**	**100%**

e-Sign In Language Analysis
CY 2015 Only

Language	Count	%
Arabic	389	1.6%
English	23,019	94.7%
Other	77	0.3%
Somali	173	0.7%
Spanish	526	2.2%
Vietnamese	132	0.5%
Grand Total	**24,316**	**100%**

1. Language services offered through the AHA's services and/or programs;
    a. Bi-lingual staff
    b. Access to Bi-lingual staff through the City of Arlington
    c. Language Line Services
    d. Helping Hands
2. Identify all types of language services provided to your agency's LEP/NEP clientele and describe the circumstances a language other than English is used (e.g. phone calls, walk-ins, hearings, intakes, etc.).
    a. Persons that visit the AHA offices are greeted by a receptionist. The receptionist provides each visitor with an I-Speak card where they identify the language(s) they require. The receptionist records the information and makes the necessary arrangements to ensure that the visitor is connected with the appropriate language interpretation (in-house or third party) services.

3. Identify by name, if any, all organizations your agency provides grants to or contracts out with to provide language services to your LEP constituency.

    a. The AHA contracts with the Language Line and Helping Hands

4. Provide a disaggregated budget allocated for Language Access purposes (i.e. identify the amount of funding that has been set aside for this LAP period for the following: translations, oral interpretation services, bilingual staff, community partnership grants/contracts, and/or community outreach); and

    a. The AHA has established a budget of $6,000 for this expense which includes additional compensation to employees for translation and interpretation services, and expenses to the Language Line and for translators.

5. The AHA's bilingual staff employed in a public contact position (PCP) include:

    a. The AHA employs a total of 35 budgeted positions

    b. The AHA employs a total of 9 bi-lingual persons

    c. 25% of AHA's staff are bilingual

▪ Carolina Molina –	Lobby & Phone Receptionist –	Eligibility/Occupancy - Spanish
▪ –Elizabeth Brown	Account Analyst -	Finance – Spanish
▪ Victoria Hernandez –	Housing Inspector –	Inspections - Spanish
▪		
▪ Jessie Lopez –	Housing Coordinator –	Eligibility/Occupancy - Spanish
▪ Rosalinda Alvarez -	Service Representative –	Program Compliance – Spanish
▪ Linda Kiani	Compliance Coordinator -	Program Compliance – Spanish
▪ Alora Reyes -	Human Services Specialist -	FSS Program – Spanish
▪ Steven Brown -	Human Services Specialist -	Homeless Programs - Spanish

OBJECTIVE 1:

To collect and update unduplicated data by "language spoken/used" and need in order to assess the effectiveness of Arlington Housing Authority's programs and services for LEP populations served. Collected data shall be used for planning, budgeting, and implementation purposes of current and future LAPs when providing language assistance, as well as for adjustment purposes at the end of each fiscal year.

Requirement: *To collect data about the languages spoken and the number or proportion of limited or no-English proficient persons speaking a given language in the population that is served or encountered, or likely to be served or encountered, by the covered entity.*

Narrative:

1. The AHA collects data at the primary point of entry to AHA services i.e.; its office facility. The AHA has one office facility. Each visitor is greeted and provided an I-Speak card and requested to identify their language preference / requirement through the AHA's sign-in software and sign-in computer kiosk. The visitors' responses are recorded, tabulated and analyzed. The AHA uses this data to determine the nature and type of LEP services its population requires.

    At this time the AHA has collected 2 years of data and has utilized this data to determine LEP needs. Data will continue to be gathered and analyzed.

    Adjustments to the LEP will be implemented as directed by the data.

e-Sign In Language Analysis
3-24-2014 to 2-25-2015

Language	Count	%
Arabic	473	1.6%
English	28,698	94.8%
Other	99	0.3%
Somali	203	0.7%
Spanish	649	2.1%
Vietnamese	156	0.5%
Grand Total	**30,278**	**100%**

e-Sign In Language Analysis
CY 2015 Only

Language	Count	%
Arabic	389	1.6%
English	23,019	94.7%
Other	77	0.3%
Somali	173	0.7%
Spanish	526	2.2%
Vietnamese	132	0.5%
Grand Total	**24,316**	**100%**

When reporting on the data the AHA will include the total number of individuals served in a one year period and how many English speakers and other languages spoken (see above table for the 2015 calendar year). The data represents a disaggregate of the "other" languages by name and percentage and includes all Language Line data

Task: Objective	Responsible Party
1.1 Collect and update unduplicated data on the # of LEP/NEP clients served per year and languages spoken by said clients.	Compliance Coordinator

OBJECTIVE 2:

The AHA will translate agency vital documents into the LEP directed languages with regard to applicants and clients served by the Arlington Housing Authority, as deemed necessary and appropriate by the data collected.

Requirement: The Arlington Housing Authority (AHA) shall provide translations of vital documents into any non-English language spoken by a limited or no-English proficient population that constitutes 1,000 or more in the eligible population of current beneficiaries or more than 5% of the eligible population of beneficiaries and more than 50 in number, of the population served or encountered, or likely to be served or encountered by the AHA. A "vital document" is defined as applications, notices, complaint forms, legal contracts, and outreach materials published by AHA that inform individuals about their rights or eligibility requirements for benefits and participation. This provision applies to all contractors/vendors that AHA funds to carry out services to its public. **Outcome:**

Vital documents continue to be translated into Spanish.

Narrative:

Based on an analysis of the data collected (see above) vital documents will continue to be translated into Spanish.

The AHA will develop clear guidelines and procedures for surveying all existing English and in-language forms, correspondence and resources. Translation priority should be given to documents conveying critical information.

The AHA will ensure the quality of translations by using a qualified translator. The AHA will procure translation services giving consideration to agencies identified in the HUD web site.

The AHA may use the statement of work created by OHR for translations with each requisition/purchase order;

The AHA may draw on focus groups comprised of community members and staff proficient in the languages used for translation to provide effective quality control and create mechanisms to involve LEP residents in the process; and

The AHA shall employ its bilingual staff to "proof" the translated documents prior to approval and dissemination.

The AHA has determined that the following documents are vital and critical to a person's understanding and participation in the HCV program. The following documents are either already translated into Spanish or are in process of translation.

The AHA's vital documents are listed below:

Document	Translated to:	Web
• Housing Assistance Payments Contract	Spanish	
• Housing Choice Voucher	Spanish	

- Request for Tenancy Approval Spanish
- Lease addendum Spanish
- Preliminary Application Spanish web
- Notice of Termination of housing assistance
- Statement of Family Obligations
- Notice of violation of Family Obligations
- Notice of Right to an Informal Hearing
- Orientation Briefing and related materials Spanish web

The AHA is currently in process of continuing its data gathering operation and identifying vital documents. The AHA has already translated many but not all of the above documents to Spanish. Some documents are not yet translated into Spanish due to limitations of budget and staffing capacity.

While the AHA has placed some of its vital documents on its web site, the AHA plans to post all translated documents on agency website.

At this time the AHA utilizes in-house bilingual staff or a translation service to translate and respond to correspondence written in a non-English language and for oral communications by telephone or in person.

Task: Objective	Responsible Party
2.1 Develop, revise and or translate contents of AHA archive of vital documents	Housing Coordinator
2.2 Develop, update, translate and maintain AHA glossary of terms	Housing Coordinator

OBJECTIVE 3:

To provide oral language services and diversify the AHA's bilingual workforce by January 2009.

Requirement: "Oral language services" means the provision of oral information necessary to enable limited or no-English proficiency residents to access or participate in programs or services offered by the AHA. Services shall include placement of bilingual staff in public contact positions; the provision of experienced and trained staff interpreters; contracting with telephone interpreter programs; contracting with private interpreter services; and using interpreters made available through community services organizations that are publicly funded for that purpose.

Narrative:

1. The AHA has trained its employees on the interpretation service and how to utilize Language Line Services or other such multilingual telephonic interpretation system.
2. The AHA utilizes bilingual staff as interpreters
3. The AHA utilizes bilingual employees in the City of Arlington as interpreters
4. The AHA utilizes Language Line telephonic interpretation services
5. The AHA is capable of providing language interpretation services for all languages identified in its 4-factor analysis

6. The AHA utilizes the I-Speak card in digital form to advise its LEP/NEP clientele of the language assistance they are entitled to as it pertains to this objective.
7. The AHA pays a premium over and above the employee's base salary for their bilingual capability. This feature is used to retain good talented employees with bi-lingual capability.
8. The AHA uses the Google Translation software for interpretation services, as needed.

Outcome:

The above eight items were completed and are maintained on an ongoing basis.

Task: Objective	Responsible Party
3.1 Provide oral interpretations to LEP/NEP populations.	Housing Coordinator
3.2 Assess bilingual staffing capacity within each agency division.	Housing Coordinator
3.3 Conduct recruitment activities for bilingual staff.	Housing Coordinator
3.4 Update bilingual employee matrix twice a year.	Housing Coordinator

OBJECTIVE 4:

To provide language access-related trainings, as well as linguistic and cultural competency trainings to Agency staff by September 2009.

Requirement: The AHA shall conduct one linguistic and/or cultural competency training to Agency staff per fiscal year within this LAP period.

*The AHA shall also train each of its divisions, programs and activities on its policies and procedures of its language assistance activities/resources including, but not limited to, how to use AHA telephonic interpretation services; how to request and contract out with a translation and/or interpretation vendors, and how to use Google Translation.

Narrative:

1. The AHA provides pertinent training to staff during in-service staff meeting training sessions. Training sessions are mandatory for staff to attend and participate.
2. The AHA actively recruits bilingual staff and works through payroll incentives to retain bilingual staff.
3. AHA staff attends regular training that informs them of available language service resources within your agency. Such resources include but are not limited to:
    a. Translation procedures;
    b. Where translation documents can be located;
    c. Procedures for when/how to call upon an interpreter; and
    d. Procedures on how to use Language Line Services or other similar telephonic interpretation vehicle.

Outcome:

The above three items are completed and maintained on an ongoing basis. The AHA uses language line translation services as needed.

Task: Objective	Responsible Party
4.1 Conduct a minimum of one cultural competency-related training session per fiscal year to ALL agency staff that fills a public contact position.	Housing Coordinator
4.2 Train agency staff (mandatory for those who fill a public contact position) on Language Line or other telephonic interpretation services and usage.	Housing Coordinator
4.3 Train ALL agency staff on AHA language assistance activities/resources.	Housing Coordinator

OBJECTIVE 5:

To conduct outreach activities that target LEP populations served or encountered by AHA on services and programs offered by AHA.

Requirement: The AHA conducts outreach to communities with limited or no-English proficient populations about their language access plans and about the benefits and services to be offered. Methods of outreach include the following:

1. Organize events in LEP communities (e.g. fairs, community meetings, forums, educational workshops, etc.);
2. Disseminate information through LEP media outlets (e.g. local TV, newspapers, and radio);

3. Have outreach personnel visit LEP communities;
4. Distribute flyers, brochures, and other printed material;
5. Disseminate information through agencies' websites; Issue press releases;
6. Run a topic-specific campaign to raise awareness of a particular service or project in an LEP community;
7. Sponsor educational, informational, cultural and/or social events in LEP communities;
8. Participate in LEP community events and/or meetings;
9. Invite LEP community to visit agency service site(s) and government facilities;
10. Organize regular needs assessment meetings with LEP CBOs.
11. The AHA shall conduct public meetings with appropriate advance notice to the public.

Outcome:

The AHA engages in outreach activities on an ongoing basis regularly hosting a booth at community wide events to market the availability of agency services to the general population including target LEP populations.

Task: Objective	Responsible Party
5.1 Conduct 1 outreach activities to each LEP/NEP community AHA serves.	Housing Coordinator
5.2 Conduct a minimum of one (1) public meeting per fiscal year within this LAP period.	Housing Coordinator

Title VI of the Civil Rights Act of 1964 is the federal law that protects individuals from discrimination on the basis of their race, color, or national origin in programs that receive federal financial assistance. In certain situations, failure to ensure that persons who are LEP can effectively participate in, or benefit from, federally assisted programs may violate Title VI's prohibition against national origin discrimination.

United States citizenship does not determine whether a person is LEP. It is possible for a person who is a United States citizen to be LEP. It is also possible for a person who is not a United States citizen to be fluent in the English language. Title VI is interpreted to apply to citizens, documented non-citizens, and undocumented non-citizens. Title VI LEP obligations apply to every beneficiary who meets the program requirements, regardless of the beneficiary's citizenship status.

Public Housing Agencies are required to make reasonable efforts to provide language assistance to ensure meaningful access for LEP persons to the recipient's programs and activities. To do this, the recipient should:

1. conduct the four-factor analysis;
2. develop a Language Access Plan (LAP); and
3. provide appropriate language assistance.

The actions that the recipient may be expected to take to meet its LEP obligations depend upon the results of the four-factor analysis including the services the recipient offers, the community the recipient serves, the resources the recipient possesses, and the costs of various language service options.

The Arlington Housing Authority (AHA) conducted its 4 factor analysis beginning September 2008. The results show that 83% of all visitors to the AHA speak and understand English. 9% speak Spanish, 4% speak Arabic, 2% speak Vietnamese, 1% speak Somali and other languages spoken represent less than 1% of AHA visitors. The AHA's most recent analysis conducted in February 2016 demonstrated that 95% of all visitors to the AHA understand English; 2.2% speak Spanish as their primary language; 1.5% speak Arabic as their primary language; 0.7% speak Somali as their primary language; 0.5% speak Vietnamese as their primary language; and 0.3% another language as their primary language. Based on the results of this analysis and applying the HUD safe harbor standards the data shows that the overwhelming majority of persons that visit the AHA speak and understand English. The data demonstrates that 5% of AHA recipients, guests and visitors speak other languages. The total number of Arabic speakers is less than 5% and the total number of Spanish speakers is less than 5%. As a result, the AHA is not required to translate vital documents and materials into Spanish as an accommodation for Spanish speaking persons that access the AHA and its programs; however, will continue to make Spanish translated documents available for use.

To ensure nondiscrimination the AHA has taken reasonable steps to ensure meaningful access for persons who are LEP. HUD recognizes that some projects' budgets and resources are constrained by contracts and agreements with HUD. These constraints may impose a material burden upon the projects. However, refusing to serve LEP persons or not adequately serving or delaying services to LEP persons would violate Title VI. The AHA has a contract with the Language Line (a language interpretation service company) to provide language interpretation services. The AHA also has an agreement with Helping Hands (an agency that provides signing services). Both organizations are external third party organizations that are available on call, upon request as needed. The AHA employs at least 4 employees that are bi-lingual, fluent in Spanish both orally and in writing. The AHA pays a premium to each of these employees for their bi-lingual capability with the understanding and expectation that they will provide language interpretation assistance to AHA clients and visitors upon request. The AHA has executed an inter-local agreement with the City of Arlington. The City of Arlington employs personnel that are bi-lingual and can be available to help provide language interpretation services to AHA clients.

The AHA is required to take reasonable steps to ensure meaningful access to LEP persons. This "reasonableness" standard is intended to be flexible and fact-dependent. It is also intended to balance the need to ensure meaningful access by LEP persons to critical services while not imposing an undue financial burden on the AHA. As a starting point, the AHA conducted an individualized assessment that balances the following four factors:

1. The number or proportion of LEP persons served or encountered in the eligible service population ("served or encountered" includes those persons who would be served or encountered by the recipient if the persons received adequate education and outreach and the recipient provided sufficient language services);
2. The frequency with which LEP persons come into contact with the program;
3. The nature and importance of the program, activity, or service provided by the program; and
4. The resources available and costs to the recipient.

Examples of applying the four-factor analysis to HUD-specific programs are located in Appendix A of the LEP Final Guidance.

Language assistance that the AHA will provide to LEP persons includes, but is not limited to:

- Oral interpretation services;
- Bilingual staff;

- Telephone service lines interpreter;
- Written translation services;
- Notices to staff and recipients of the availability of LEP services; or
- Referrals to community liaisons proficient in the language of LEP persons.

After completing the four-factor analysis and deciding what language assistance services are appropriate, the AHA developed an implementation plan or LAP to address identified needs of the LEP populations it serves. Elements of the LAP include:

1. Identifying LEP persons who need language assistance and the specific language assistance through the use of I-Speak cards. As persons come to the AHA offices they will receive an I-Speak card from the receptionist. Based on their response to the I-Speak card, staff will be able to determine the language interpretation needs of the applicant, guest or recipient and connect them with either in-house interpretation services rendered by bi-lingual staff or by the AHA contractor (Language Line or Helping Hands) or by another bi-lingual City of Arlington employee.

2. Identifying the points and types of contact the agency and staff may have with LEP persons. The AHA receptionist is bi-lingual and the AHA telephone receptionist is bi-lingual (both speak fluent Spanish and English). At the two primary points of contact the AHA provides Spanish speakers with a means of communication and assistance.

3. Identifying ways in which language assistance will be provided: · Outreaching effectively to the LEP community.

4. Training staff: The AHA provides training to staff regarding the delivery of quality customer service including language interpretation and translation services and how and when to provide them.

5. Determining which documents and informational materials are vital: The AHA reviewed its documents and materials and determined that the following documents and materials are critical; HUD Housing Assistance Payments Contract, Request for Tenancy Approval and Lease Addendum and the Briefing Orientation presentation are vital documents. These documents and materials will be provided to the Spanish speaking persons as needed. The critical documents and materials are translated into Spanish and are readily available for persons that require Spanish translation. The AHA is in process of identifying the cost associated with translating and modifying its web site from English to English and Spanish and will make a determination if it has sufficient financial resources to contract for the translation services including the re-design, software programming and execution of the translation of all information on its web site from English to Spanish and English.

6. The AHA has translated informational materials in Spanish that detail services and activities provided to beneficiaries (e.g., its digital orientation DVD which provides critical information about the HCV program, tenants' rights and responsibilities, fair housing materials, the housing voucher, related forms, steps in the rental assistance process, portability features of the housing voucher, lead based paint, and things to know and do regarding the Housing Choice Voucher program and procedures);

7. Providing appropriately translated notices to LEP persons (e.g., HCV program termination notices, family obligations and annual recertification appointment letter notices);

8. Providing interpreters for large, medium, small, and one-on-one meetings;

9. Developing community resources, partnerships, and other relationships to help with the provision of language services; and

10. Making provisions for monitoring and updating the LAP, including seeking input from beneficiaries and the community on how it is working and on what other actions should be taken.

A vital document is any document that is critical for ensuring meaningful access to the recipients' major activities and programs by beneficiaries generally and LEP persons specifically.

The AHA elicited language service needs from all prospective beneficiaries (regardless of the prospective beneficiary's race or national origin). The AHA provided all applicants and prospective beneficiaries a language identification card (or "I speak" card). Language identification cards invite LEP persons to identify their own language needs.

The AHA recognizes that some bilingual persons may be able to communicate effectively in a different language when communicating information directly in that language, but may not be competent to interpret between English and that language. The skill of translating is very different than the skill of interpreting and a person who is a competent interpreter may not be a competent translator. To ensure the quality of written translations and oral interpretations, HUD encourages recipients to use members of professional organizations. The AHA has entered into contracts with the Language Line and Helping Hands.

In many instances recipients will bring a family member to serve as an interpreter. Generally, recipients should not rely on family members, friends of the LEP person, or other informal interpreters. In many circumstances, family members (especially children) or friends may not be competent to provide quality and accurate interpretations. Therefore, such language assistance may not result in an LEP person obtaining meaningful access to the recipients' programs and activities. However, when LEP persons choose not to utilize the free language assistance services expressly offered to them by the AHA but rather choose to rely upon an interpreter of their own choosing (whether a professional interpreter, family member, or friend), LEP persons are permitted to do so, at their own expense.

Leases, rental agreements and other housing documents of a legal nature are enforceable in U.S. courts when they are in English. The HUD translated documents carry the disclaimer, "*This document is a translation of a HUD-issued legal document. HUD provides this translation to you merely as a convenience to assist in your understanding of your rights and obligations. The English language version of this document is the official, legal, controlling document. This translated document is not an official document."*

Where both the landlord and tenant contracts are in languages other than English, state contract law governs the leases and rental agreements. Neither HUD nor the AHA interprets state contract law. Therefore, questions regarding the enforceability of housing documents of a legal nature that are in languages other than English should be referred to a lawyer well-versed in contract law of the appropriate state or locality. Neither EO 13166 nor HUD LEP Guidance grants an individual the right to proceed to court alleging violations of EO 13166 or HUD LEP Guidance.

In addition, current Title VI case law only permits a private right of action for intentional discrimination and not for action based on the discriminatory effects of a recipient's practices. However, individuals may file administrative complaints with HUD alleging violations of Title VI because the HUD recipient failed to take reasonable steps to provide meaningful access to LEP persons.

Most federal agencies have an office that is responsible for enforcing Title VI of the Civil Rights Act of 1964. To the extent that a recipient's actions violate Title VI obligations, then such federal agencies will take the necessary corrective steps. The Secretary of HUD has designated the Office of Fair Housing and Equal Opportunity (FHEO) to take the lead in coordinating and implementing EO 13166 for HUD, but each program office is responsible for its recipients' compliance with the civil-rights related program requirements (CRRPRs) under Title VI.

If a person believes that the AHA or another HUD federally assisted recipient is not taking reasonable steps to ensure meaningful access to LEP persons, that individual may file a complaint with HUD's local Office of FHEO. For contact information of the local HUD office, go to the HUD website or call the housing discrimination toll free hotline at 800-669-9777 (voice) or 800-927-9275 (TTY).

HUD's Office of FHEO will conduct an investigation or compliance review whenever it receives a complaint, report, or other information that alleges or indicates possible noncompliance with Title VI obligations by one of HUD's recipients. If HUD's investigation or review results in a finding of compliance, HUD will inform the recipient in writing of its determination. If an investigation or review results in a finding of noncompliance, HUD also will inform the recipient in writing of its finding and identify steps that the recipient must take to correct the noncompliance. In a case of noncompliance, HUD will first attempt to secure voluntary compliance through informal means. If the matter cannot be resolved informally, HUD may then secure compliance by:

1. terminating financial assistance of the recipient only after the recipient has been given an opportunity for an administrative hearing; and/or
2. Referring the matter to DOJ for enforcement proceedings.

A "safe harbor," in the context of this matter, means that the recipient has undertaken efforts to comply with respect to the needed translation of vital written materials. If a recipient conducts the four-factor analysis, determines that translated documents are needed by LEP applicants or beneficiaries, adopts an LAP that specifies the translation of vital materials, and makes the necessary translations, then the recipient provides strong evidence, in its records or in reports to the agency providing federal financial assistance, that it has made reasonable efforts to provide written language assistance.

1. HUD has adopted a "safe harbor" for translation of written materials. The Guidance identifies actions that will be considered strong evidence of compliance with Title VI obligations. Failure to provide written translations under these cited circumstances does not mean that the recipient is in noncompliance.
2. Whether and at what point the importance of the service, benefit, or activity involved warrants written translations of commonly used forms into frequently encountered languages other than English;
3. Whether the nature of the information sought warrants written translations of commonly used forms into frequently encountered languages other than English;
4. Whether the number or proportion of LEP persons served warrants written translations of commonly used forms into frequently encountered languages other than English; and
5. Whether the demographics of the eligible population are specific to the situations for which the need for language services is being evaluated. In many cases, use of the "safe harbor" would mean provision of written language services when marketing to the eligible LEP population within the market area. However, when the actual population served (e.g., occupants of, or applicants to, the housing project) is used to determine the need for written translation services, written translations may not be necessary.

The table below sets forth "safe harbors" for written translations.

Size of Language Group	**Recommended Provision of Written Language Assistance**
1,000 or more in the eligible population in the market area or	Translated vital documents

among current beneficiaries	
More than 5% of the eligible population or beneficiaries *and* more than 50 in number	Translated vital documents
More than 5% of the eligible population or beneficiaries *and* 50 or less in number	Translated written notice of right to receive free oral interpretation of documents.
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required.

There are no "safe harbors" for oral interpretation services.

Language Assistance Directory

Listed on the pages that follow are City employees who currently receive language pay, the foreign language they speak and how they can be reached. These employees are required to be reasonably available to assist non-English speaking citizens.

**Unavailable to assist other departments with language related needs*

CURRENT AS OF 7/8/2015	DEPARTMENT	EMPLOYEE NAME	PHONE#	LANGUAGE
		ARABIC		
7/8/2015	Handitran	Elsamra, Said A.	817-459-6777	ARABIC
7/8/2015	Library	Zentari, Noura	817-459-6909	ARABIC/SPANISH
7/8/2015	Police	Ahmed, Idreas (AJ)	817-299-2870	ARABIC
		CHINESE		
7/8/2015	Library	Ma, Xiaoling	817-459-6900	CHINESE
		CHINESE/CANTONESE		
7/8/2015	Community Develop and Planning	Pang, Ada M.	817-459-6607	CHINESE/CANTONESE
7/8/2015	Police	Tseung, Anthony T.	817-299-2896	CHINESE/CANTONESE
		GERMAN		
7/8/2015	Police	Muslimovic, Tarik	817-459-5649	GERMAN
		SPANISH		
7/8/2015	City Attorney's Office	Mendoza, Silvia S.	817-459-6878	SPANISH
7/8/2015	City Attorney's Office	Paus, Yvonne G.	817-459-6886	SPANISH
7/8/2015	City Attorney's Office	Sanchez, Nellie A.	817-459-6839	SPANISH
7/8/2015	Code Compliance Services	Alfaro, Victor J.	817-459-6278	SPANISH
7/8/2015	Code Compliance Services	Erazo, Sergio A.	817-459-7068	SPANISH
7/8/2015	Code Compliance Services	Lujan Jr, Sipriano G.	817-459-5862	SPANISH
7/8/2015	Code Compliance Services	Morales, Luis F.	817-459-5980	SPANISH
7/8/2015	Code Compliance Services	Pizarro, Victor J.	817-459-5863	SPANISH
7/8/2015	Code Compliance Services	Rodriguez, Robert	817-459-5303	SPANISH
7/8/2015	Code Compliance Services	Santana JR, Juan U.	817-459-5898	SPANISH
7/8/2015	Community Develop and Planning	Alvarez, Rosalinda	817-276-6719	SPANISH
7/8/2015	Community Develop and Planning	Brown, Millie E.	817-459-5418	SPANISH
7/8/2015	Community Develop and Planning	Cardenas, Prudence E.	817-459-6652	SPANISH
7/8/2015	Community Develop and Planning	Hernandez, Victoria	817-276-6724	SPANISH
7/8/2015	Community Develop and Planning	Kiani, Linda J.	817-276-6760	SPANISH
7/8/2015	Community Develop and Planning	Loera, Marisa C.	817-276-6707	SPANISH
7/8/2015	Community Develop and Planning	Lopez, Denise P.	817-459-6537	SPANISH
7/8/2015	Community Develop and Planning	Lopez, Jesus S.	817-276-6735	SPANISH
7/8/2015	Community Develop and Planning	Molina, Carolina	817-459-6777	SPANISH
7/8/2015	Community Develop and Planning	Serrano, Juan F.	817-459-6207	SPANISH
7/8/2015	Financial Services	Rodelas, Rosie	817-459-6320	SPANISH
7/8/2015	Financial Services	Sanchez, Nohemi	817-459-6502	SPANISH
7/8/2015	Fire	Abraham, Yvonne M.	817-459-5500	SPANISH
7/8/2015	Fire	Alba, Guadalupe	817-459-5500	SPANISH
7/8/2015	Fire	Alvarado, Felipe		SPANISH
7/8/2015	Fire	Arevalo, Pedro R.	817-459-5511	SPANISH
7/8/2015	Fire	Arias, Jason	817-575-3706	SPANISH
7/8/2015	Fire	Benitez, Javier	817-575-3706	SPANISH
7/8/2015	Fire	Boque, James V.	817-459-5500	SPANISH
7/8/2015	Fire	Cantu, Samuel C.	817-459-5500	SPANISH
7/8/2015	Fire	Castillo, Liliana	817-459-5500	SPANISH
7/8/2015	Fire	Cervantes, Ruth	817-459-5055	SPANISH
7/8/2015	Fire	Dimas-Mendez, Maria E.	817-543-5902	SPANISH
7/8/2015	Fire	Garcia, Rubin A.	817-459-5500	SPANISH
7/8/2015	Fire	Heimlich, Suzanne P.	817-459-5500	SPANISH
7/8/2015	Fire	Lopez, Joel B.	817-459-5500	SPANISH
7/8/2015	Fire	Martinez, Edwin A.	817-573-3702	SPANISH
7/8/2015	Fire	Mata, Juan R.	817-522-8763	SPANISH
7/8/2015	Fire	Mosqueda, Salvador A.	817-575-3704	SPANISH
7/8/2015	Fire	Padron, Ricardo	817-459-5500	SPANISH
7/8/2015	Fire	Perez, Emmanuel R.	817-575-3702	SPANISH

CURRENT AS OF 7/8/2015	DEPARTMENT	EMPLOYEE NAME	PHONE#	LANGUAGE
7/8/2015	Fire	Rochin, Samuel	817-459-5500	SPANISH
7/8/2015	Fire	Rojas, Adrian E.	817-575-3709	SPANISH
7/8/2015	Fire	Segura, Rene	817-459-6025	SPANISH
7/8/2015	Fire	Tucker, Philip D.	817-459-6022	SPANISH
7/8/2015	Fire	Velasquez, Adrian C.		SPANISH
7/8/2015	Fire	Zapata, Jasiel	817-459-5500	SPANISH
7/8/2015	Handitran	Reyes, Faviola	817-459-5390	SPANISH
7/8/2015	Human Resources	Cervantes, Michelle M.	817-459-6860	SPANISH
7/8/2015	Human Resources	Perez, Adrian	817-459-6850	SPANISH
7/8/2015	Library	Candelaria, Diana	817-275-3321	SPANISH
7/8/2015	Library	Hernandez, Cesar	817-459-6396	SPANISH
7/8/2015	Library	Kieffer, Ivonne O.	817-459-6900	SPANISH
7/8/2015	Library	Linan, Robert P.	817-275-3321	SPANISH
7/8/2015	Library	Matsumoto, Yoko B.	817-275-3321	SPANISH
7/8/2015	Library	Palmer, Robin D.	817-459-6900	SPANISH
7/8/2015	Library	Reyna, Raquel	817-275-3321	SPANISH
7/8/2015	Library	Robledo, Veronica	817-277-5573	SPANISH
7/8/2015	Library	Suarez, Sarai	817-459-6900	SPANISH
7/8/2015	Library	White, Juana I.	817-459-6919	SPANISH
7/8/2015	Library	Wilkinson, Virginia	817-459-6900	SPANISH
7/8/2015	Library	Zayas, Amanda	817-459-6386	SPANISH
7/8/2015	Library	Zuniga, Norma P.	817-459-6925	SPANISH
7/8/2015	Management Resources	Allen, Trini G.	817-459-6122	SPANISH
7/8/2015	Management Resources	Coronado, Nora S.	817-459-6240	SPANISH
7/8/2015	Management Resources	Darwin, Naomi	817-459-6777	SPANISH
7/8/2015	Management Resources	Dimas, Stephanie	817-459-6186	SPANISH
7/8/2015	Management Resources	Gamez, Maria	817-459-7067	SPANISH
7/8/2015	Management Resources	Garcia, Martha O.	817-459-6187	SPANISH
7/8/2015	Management Resources	Guerrero, Rosalyn	817-459-7053	SPANISH
7/8/2015	Management Resources	Hernandez, Elbia L.	817-459-6234	SPANISH
7/8/2015	Management Resources	Serrano, Wanda I.	817-459-6777	SPANISH
7/8/2015	Municipal Court	Delgado, Onofre	817-459-6777	SPANISH
7/8/2015	Municipal Court	Diaz, Elvira P.	817-459-6777	SPANISH
7/8/2015	Municipal Court	Dimas, Carlos C.	817-275-6957	SPANISH
7/8/2015	Municipal Court	Harris, Josefina	817-459-6986	SPANISH
7/8/2015	Municipal Court	Herrera, Weberlin	817-459-6992	SPANISH
7/8/2015	Municipal Court	Marshall, Nancy L.	817-459-6946	SPANISH
7/8/2015	Municipal Court	Rivas, Octavio C.	817-459-6958	SPANISH
7/8/2015	Municipal Court	Sierra, Lilliana	817-459-6949	SPANISH
7/8/2015	Municipal Court	Zavala, Miguel	817-275-5970	SPANISH
7/8/2015	Parks and Recreation	Estrada, Naisha	817-459-5418	SPANISH
7/8/2015	Parks and Recreation	Gamez, Nelson B.	817-459-5474	SPANISH
7/8/2015	Parks and Recreation	Gutierrez, Roberto	817-459-5474	SPANISH
7/8/2015	Parks and Recreation	Mendez, Becky	817-459-5474	SPANISH
7/8/2015	Parks and Recreation	Moreno, Rita C.	817-459-5474	SPANISH
7/8/2015	Parks and Recreation	Pipkin, Nathan W.	817-459-5416	SPANISH
7/8/2015	Parks and Recreation	Rivera, Frank	817-459-5474	SPANISH
7/8/2015	Parks and Recreation	Salinas, Raquel	817-459-5474	SPANISH
7/8/2015	Parks and Recreation	Sanchez, Martin	817-459-5474	SPANISH
7/8/2015	Parks and Recreation	Soto Jr, Jose I.	817-459-5474	SPANISH
7/8/2015	Parks and Recreation	Stucky, Charlotte L.	817-275-7041	SPANISH
7/8/2015	Police	Aguilar, Ada S.	817-459-5360	SPANISH
7/8/2015	Police	Alanis, Carlos L.	817-459-5700	SPANISH

CURRENT AS OF 7/8/2015	DEPARTMENT	EMPLOYEE NAME	PHONE#	LANGUAGE
7/8/2015	Police	Alvarez, Jose H.	817-459-5700	SPANISH
7/8/2015	Police	Armendariz, Brenda J.	817-459-6433	SPANISH
7/8/2015	Police	Ayala, Jaime J.	817-459-5700	SPANISH
7/8/2015	Police	Bennett, Elizabeth	817-459-6040	SPANISH
7/8/2015	Police	Blanco, Daisey	817-459-5818	SPANISH
7/8/2015	Police	Branch, George	817-459-6700	SPANISH
7/8/2015	Police	Bray, Eric H.	817-459-6040	SPANISH
7/8/2015	Police	Brooks, Leticia F.	817-459-6640	SPANISH
7/8/2015	Police	Buckle, Esperanza	817-459-5700	SPANISH
7/8/2015	Police	Bunster, Shawn	817-299-2870	SPANISH
7/8/2015	Police	Campos, Francisco M.	817-459-5649	SPANISH
7/8/2015	Police	Castillo, Jackeline	817-459-5539	SPANISH
7/8/2015	Police	Chaidez, Jose		SPANISH
7/8/2015	Police	Chandler, Alice M.	817-459-5700	SPANISH
7/8/2015	Police	Cruz, Elisa	817-459-5723	SPANISH
7/8/2015	Police	Delgado, Faviola R.	817-459-5817	SPANISH
7/8/2015	Police	Duran, Juan R.	817-459-5700	SPANISH
7/8/2015	Police	Flores, Osbaldo	817-459-5833	SPANISH
7/8/2015	Police	Franco, Angelica S.	817-459-5352	SPANISH
7/8/2015	Police	Frias, David	817-459-5700	SPANISH
7/8/2015	Police	Garth, Edward A.	817-459-5700	SPANISH
7/8/2015	Police	Garza, Daniel M.	817-459-5700	SPANISH
7/8/2015	Police	Guadarrama, Jeremias	817-299-2870	SPANISH
7/8/2015	Police	Hernandez Jr, Servando	817-459-5648	SPANISH
7/8/2015	Police	Jimenez, Karina L.	817-459-5700	SPANISH
7/8/2015	Police	Johnson, Eddie S.		SPANISH
7/8/2015	Police	Klinkenberg, August C.	817-459-5301	SPANISH
7/8/2015	Police	Langlois, Patricia R.	817-459-5600	SPANISH
7/8/2015	Police	Leal, Mario A.	817-459-5648	SPANISH
7/8/2015	Police	Ledesma, Dalia D.	817-459-5700	SPANISH
7/8/2015	Police	Lopez, Martha C.	817-459-6049	SPANISH
7/8/2015	Police	Minton, Jesse J.	817-459-5590	SPANISH
7/8/2015	Police	Miranda, Debby A.	817-459-5648	SPANISH
7/8/2015	Police	Morales Jr, Ray H.	817-459-6640	SPANISH
7/8/2015	Police	Muguerza Jr, Robert R.	817-459-5700	SPANISH
7/8/2015	Police	Padron, Maribel	817-459-5680	SPANISH
7/8/2015	Police	Pena, Jose L.	817-459-6040	SPANISH
7/8/2015	Police	Renteria, Irene	817-459-5748	SPANISH
7/8/2015	Police	Rodriguez Jr, Juan M.	817-459-5700	SPANISH
7/8/2015	Police	Rodriguez, Maria G.	817-459-6480	SPANISH
7/8/2015	Police	Salinas, Jimmy	817-299-2897	SPANISH
7/8/2015	Police	Solis, Karin J.	817-459-5648	SPANISH
7/8/2015	Police	Stonum, Delia	817-459-5339	SPANISH
7/8/2015	Police	Stump, Margarita R.	817-459-5680	SPANISH
7/8/2015	Police	Theisen, Chris	817-575-3158	SPANISH
7/8/2015	Police	Thompson, Leonor	817-459-5700	SPANISH
7/8/2015	Police	Vara, Alexandra	817-299-2870	SPANISH
7/8/2015	Police	Vivoni, Maria T.	817-459-6040	SPANISH
7/8/2015	Police	Weaver, Patricia D.	817-459-5825	SPANISH
7/8/2015	Police	Woody, Martha D.	817-459-5700	SPANISH
7/8/2015	Public Works Transportation	De Leon Jr, Victor	817-459-5434	SPANISH
7/8/2015	Public Works Transportation	Moreno, Gabriel H.	817-459-6539	SPANISH
7/8/2015	Public Works Transportation	Romero, Alex	817-459-6539	SPANISH

CURRENT AS OF 7/8/2015	DEPARTMENT	EMPLOYEE NAME	PHONE#	LANGUAGE
7/8/2015	Public Works Transportation	Ruales, Andrea	817-459-6368	SPANISH
7/8/2015	Water Utilities	Bardales, Edwin A.	817-459-5904	SPANISH
7/8/2015	Water Utilities	Diaz-Gonzalez, Gerardo	817-459-5903	SPANISH
7/8/2015	Water Utilities	Garcia, Diego	817-459-5905	SPANISH
7/8/2015	Water Utilities	Godina, Alex R.	817-459-5905	SPANISH
7/8/2015	Water Utilities	Gonzalez, Samuel	817-459-5872	SPANISH
7/8/2015	Water Utilities	Hinojosa Jr, Raymond	817-459-5958	SPANISH
7/8/2015	Water Utilities	Lopez, Vincent	817-459-5905	SPANISH
7/8/2015	Water Utilities	Luna, John	817-459-5900	SPANISH
7/8/2015	Water Utilities	Martinez Flores, Alejandro	817-459-5956	SPANISH
7/8/2015	Water Utilities	Molina, Sergio A.	817-459-5900	SPANISH
7/8/2015	Water Utilities	Moulder, Sandra	817-459-6817	SPANISH
7/8/2015	Water Utilities	Nava, Juan C.	817-459-5900	SPANISH
7/8/2015	Water Utilities	Perez, Elias A.	817-459-5905	SPANISH
7/8/2015	Water Utilities	Quijano, Victor	817-457-7550	SPANISH
7/8/2015	Water Utilities	Soto, Jose G.	817-459-5956	SPANISH
7/8/2015	Water Utilities	Zuniga, Jose	817-459-5905	SPANISH
VIETNAMESE				
7/8/2015	Fire	Huynh, Steven	817-459-5500	VIETNAMESE
7/8/2015	Fire	Nguyen, Minh N.	817-459-5545	VIETNAMESE
7/8/2015	Fire	Tran, Thuy C.	817-543-5902	VIETNAMESE
7/8/2015	Information Technology	Le, Nga	817-459-6747	VIETNAMESE
7/8/2015	Library	Tran, Tammy N.		VIETNAMESE
7/8/2015	Municipal Court	Trinh, Anh N.	817-275-5970	VIETNAMESE
7/8/2015	Police	Mayhew, Lee V.	817-459-5648	VIETNAMESE
7/8/2015	Police	Nguyen, Phan H.	817-459-5709	VIETNAMESE
7/8/2015	Police	Nguyen, Quan T.	817-459-5700	VIETNAMESE
7/8/2015	Police	Rocamontes, Kathy P.	817-459-5700	VIETNAMESE
7/8/2015	Police	Thai, Thuy M.	817-459-6640	VIETNAMESE
7/8/2015	Police	Tran, Bau		VIETNAMESE
7/8/2015	Police	Trinh, Hugh T.	817-459-5700	VIETNAMESE

Certification of Language Access Plan Approval for Covered Entity

The Arlington Housing Authority has a language access plan that has met the standards and criteria outlined in the following checklist.

APPROVAL CHECKLIST

A successful Language Access Plan aligns the overall furnished information or rendered services, programs or activities to improvement objectives with the following three criteria. To qualify as an approved Language Access Plan for a specific covered entity, the plan must meet these criteria. It is

critical that Language Access planning not be viewed or treated as a separate exercise. There must be strong connections between the proposed program, services, or activities of the covered entity and the plan improvements.

- The plan establishes clear goals and a realistic strategy for the covered entity to provide public services, programs, and activities for residents of the City of Arlington with limited or no-English proficiency.
- The plan provides for a sufficient budget to acquire and maintain the public services, programs, and activities that will be needed to implement the strategy for improved data collection, oral language services and written language services.
- The plan includes an evaluation process that enables the agency to track and monitor progress toward the specified goals and make mid-course corrections in response to new developments and opportunities as they arise.

David Zappasodi	***1/16/09***
Signature	Date

APPENDIX 15 – ADMINISTRATIVE OPERATING POLICIES AND PROCEDURES

1. AHA PROCEDURE TO DOCUMENT IMPROPER DISCLOSURE OF UPFRONT INCOME VERIFICATION (UIV) INFORMATION (See Appendix 3)
2. AHA PROCEDURE TO REPORT AN OCCURRENCE OF UNAUTHORIZED ACCESS OR KNOWN SECURITY BREACHES (See Appendix 3)

APPENDIX 16 – RECORDS RETENTION POLICY

RECORDS RETENTION SCHEDULE

A = Audit	*CFY = Current Fiscal Year*
C = Until No Longer Active	*P = Permanent*
CY = Current Year	*Numerals - Years in Addition to Current Year*

The Arlington Housing Authority (AHA) will follow the records retention schedule set forth by the U S Department of Housing and Urban Development (HUD) and the Records Retention Schedule herein established by the AHA.

The AHA maintains files and records in its central office facility and stores or archives records off site at a secure facility maintained by a third party vendor.

It is the responsibility of the AHA staff to maintain records in good auditable condition, to archive records off site at the archive contract facility, and to destroy records (with written authorization by the Executive Director) in accordance with the records retention schedule identified herein.

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
1	***Accounting Reports***	***CFY + 1***	***CFY+3***	***CFY+ 5***	*Electronic Files located on AHA File Server*
	Accounts Receivable Transactions				*Historical materials required for disputes*
	Audit Reports				*or litigation*
	Cash Receipts				
	Check Register				*Hard copy records are filed chronologically*
	Check Run Trial				
	Financial Mgmt Center Correspondence				
	FSS Accounts Report				
	Hard to House Report				
	HUD Review Reports				
	Utilization Report				
	Utilization Report				
	VMS Report				
	Void Check Register				

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
2	***Administrative Records***	***CFY +1***	***CFY + 3***	***CFY + 10***	***Copy of Record***
	Administrative Plans				
	Agency Brochures				
	Annual and 5 Year Plans				
	Annual Reports		*C + 20*	*C + 20*	*Historical Record*
	Informal Hearing Documentation				
	Policy and Procedure Manuals				
	Rent Reasonableness Certifications				
	Rent Reasonableness Documentation				
	Repayment Agreement Collection Records				
	Repayment Agreements				
	SEMAP Documentation				
	SEMAP Reports				
	UIV / EIV reports - Documentation				
	Waiting List for all applicants				

	Waiting List Selection Report				
	Corporate Documents - Charter, By-laws, etc	*P*	*P*	*P*	*Permanent - do not destroy*

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
3	***Audit, HUD review Files***	***CFY + 2***	***-***	***CFY + 5***	
	Audit Reports				
	HUD Review Reports				
	HUD / State Fair Housing Determinations				
	Other agency Review Reports				

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
4	***Contracts, Leases, Interlocal Agreements***	***C***	***C + 3***	***C + 5***	*Destroy 5 yrs after contract expires*
	Agency Contracts				
	Office Leases				
	Agency Interlocal Agreements				
	Memorandum of Understanding (MOU)				

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
5	***General Administrative Correspondence***	***CFY + 2***	***CFY+ 3***	***CFY + 5***	
	Agency Administrative Correspondence File				
	HUD Correspondence				

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
6	***Homeownership***	***C***	***C + 5***	***C + 5***	
	Homeownership Program participant files				

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
7	***Inactive Programs***	***C***	***C + 10***	***C + 10***	***Copy of Record - Historical documents***
	HCV Moderate Rehabilitation Program records				

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
8	***Informal Hearing Documentation***	***CFY***	***CFY + 3***	***CFY + 5***	***Copy of record***
	Informal Hearing Determinations / Documentation				

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
9	***PIC - 50058 Records***	***CFY***	***CFY + 3***	***CFY + 3***	
	50058 Transmissions				

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
10	***Program Participant Files***	***C***	***C + 3***	***C + 3***	
	FSS Program Escrow files				
	FSS Program Participant Files				
	Housing Inspection Reports				
	Housing Choice Voucher Prog participant files				
	Shelter Plus Care Program participant files				
	Supportive Housing Program participant files				
	Family Unification Program participant files				
	Disaster Housing Assistance Program participant files				

DHAP-IKE participant files				
Disaster Voucher Program participant files				
Interim Housing Assistance participant files				
Tenant Based Rental Assistance participant files	*C*	*C + 5*	*C + 5*	*Retain record for 5 yrs after rental assistance terminates*
S-8 Moderate Rehab program participant files				
Housing Rehab Program participant files	*C*	*C + 5*	*C + 5*	*Retain record for 5 yrs after affordability period ends*

		Retention Location			
Item #	*Record Description*	*AHA*	*Archive*	*Destroy*	*Remarks*
11	***Utility Allowance Schedule Files***	***CFY + 1***	***CFY + 3***	***CFY + 5***	*Hard copy and electronic records,*
	Utility Allowance Schedule work papers				*documentation of utility rate costs from*
	Utility Allowance Schedules				*utility companies*