DHA™

Housing Solutions for North Texas

2026 PHA Plan
Supplemental Documents
July 2025

Future Home of The Culbreath

The Former Rhoads Terrace Public Housing Site

2026 PHA Plan
Supplemental Documents

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2026 PHA Plan
Supplemental Documents

Admissions and Continued Occupancy Policy For The DHA Public Housing Program and DHA Owned-Properties

December 1, 2024

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
FOR THE
DHA PUBLIC HOUSING PROGRAM
AND DHA OWNED-PROPERTIES

Effective Date: 12/1/2024

Adopted: 12/10/2024

Replaces last revision of: August 20, 2024

EQUAL HOUSING OPPORTUNITY

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Introduction and Mission

The U.S. Department of Housing and Urban Development (HUD) has established certain regulatory requirements applicable to Low Income Housing, that are generally set forth in Title 24 of the Code of Federal Regulations (24 CFR), Parts 5, 8, 100, 290, 401, 402, 880, 886, 960 and 966. If there is any conflict between HUD's regulations and this policy, the HUD regulations will govern. In addition to Low Rent Public Housing, certain sections of this policy apply to other types of low-income housing owned, managed or developed by DHA such as multifamily housing, project-based Section 8 housing, project-based voucher housing and Low-Income Housing Tax Credit units. When federal guidance is inconsistent, statute shall take highest priority, regulations second priority, handbooks third priority and other HUD guidance last priority.

Besides being DHA's *Admissions and Continued Occupancy Policy*, this is the *Tenant Selection Plan* for multifamily housing owned by DHA.

In its management of the multifamily project-based Section 8 housing that DHA owns, it will comply with HUD's regulations and guidance governing such housing. If HUD's regulations and guidance for multifamily housing conflict with those governing the management of public housing DHA will comply with the HUD rules applicable to the type of housing owned and managed. DHA's staff is aware of which of its properties and units are public housing, and project-based housing vouchers and, consequently, which rules and guidance apply.

This policy references certain procedures (shown in *italic type*), that describe in detail how the policy is to be carried out by staff. The procedures are extensions of the policy document referenced. All procedures are public documents and are available for review upon request.

DHA, *Housing Solutions for North Texas* is dedicated to excellence in providing quality, affordable, and safe housing to eligible persons consistent with community needs. We foster effective and creative partnerships to maximize opportunities that improve the economic and personal well-being of the people that we serve. DHA diligently conducts its business in an efficient, professional, and ethical manner without discrimination.

I. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by DHA in the operation of its programs. It is the policy of DHA to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:

   Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, national origin; **24 CFR §§ 1**

   Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), which prohibits discrimination because of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability, in the sale or rental of housing, or in other housing-related activities; 24 **CFR § 100**

   Executive Order 11063

   Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs receiving Federal financial, including from HUD ; 24 **CFR § 8**

   Age Discrimination Act of 1975, which establishes certain rights of the elderly; 24 **CFR § 146**

   Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity

   Violence Against Women Act of 1994 (VAWA) (as amended in 2000, 2005, 2013, 2016, and by the Violence Against Women Act of 2022).

   An applicant or tenant of DHA's housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if

the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR part 5, subpart L

Any applicable State laws or local ordinances and all other civil rights requirements

2. DHA is proud to be an equal opportunity workplace and is an affirmative action employer. We are committed to equal employment opportunity and all employees and applicants are treated equally without regard to age, ancestry, color, family or medical care leave, gender identity or expression, genetic information, marital status, familial status (including pregnancy), medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex, sexual orientation, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, which is part of a development under DHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD. **24 CFR § 100**
3. DHA shall not deny admission to otherwise qualified applicants because of their membership in a particular group to which negative behavior may be imputed. Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her history and behavior. **24 CFR § 960.203(a)**
4. DHA will work continuously to affirmatively further fair housing by taking meaningful actions to, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.
5. DHA will offer units only in the order prescribed by this policy.

B. Reasonable Accommodations

1. DHA, as a public agency that provides affordable housing to eligible families, will provide "unit modifications" and "reasonable accommodations" to applicants and residents if they or any family member have a disability and the requested accommodation has a nexus to the disability subject to section (b) below. **24 CFR § 8.4**

   (a) Reasonable accommodations requests may consist of a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to:
      1. Use and enjoy a dwelling, including public and common use areas of a development;
      2. Participate in, or benefit from, a program (housing or non-housing), service, or activity;

   (b) To avoid discrimination against an individual with a disability, such an accommodation must be granted unless it would:
      1. Pose an undue financial and administrative burden
      2. Fundamentally alter the essential nature of the program, service, or activity

2. DHA shall grant reasonable accommodations, at no charge to Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary because of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.
3. DHA will not seek verification of an individual's disability or that the requested accommodation would serve an individual's disability-related need if the disability or accommodation's connection to the disability is obvious, readily apparent or otherwise known. However, if the disability or accommodation's connection to the disability is not obvious, readily apparent, or otherwise known, DHA will verify that the person is disabled or that the accommodation sought would serve an individual's disability related need through a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability. Approved reasonable accommodations will not require annual or periodic re-verification.
4. In circumstances where there is a delay in the implementation of an approved reasonable accommodation, notice shall be provided to the tenant explaining the precise basis for delay, an estimated timeframe for implementation of the request, and providing the tenant with an opportunity to appeal to the Disability Rights Coordinator in cases of emergency or to contest a delay through the grievance process. In such circumstances,

the Disability Rights Coordinator will have the authority to require the implementation of any approved reasonable accommodation request.

5. DHA shall not request medical verification where the requesting individual's disability-related need is known or obvious.
6. DHA shall seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability related need.
7. A unit modification is a structural change made to the DHA's to its apartments, buildings, or sites that are necessary to afford an individual with a disability full enjoyment of the premises.
8. A reasonable accommodation is a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, or activity that may be necessary to provide an Individual with a Disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service, or activity; or (3) avoid discrimination against an Individual with a Disability. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity.
9. Both unit modifications and reasonable accommodations are carried out to assist an otherwise eligible applicant or resident with a disability to take full advantage of and use DHA's programs, including those that are operated by other agencies in DHA-owned public space. 24 CFR § 8.20

   A modification or accommodation is not reasonable if it: 24 CFR § 8.21(b) and 24 CFR § 8.24(a) (2)

   a. Causes an undue financial and administrative burden; or

   b. Represents a fundamental alteration in the nature of DHA's program.

   DHA shall effectively communicate with the requestor keeping them informed about the status of their request during the time that DHA is evaluating their request and during the time following the approval of their request with regard to the actions DHA is taking to accommodate their request for alterations / modifications to their rental unit.
10. Unless doing so would result in an undue financial and administrative burden, or result in a fundamental alteration in the nature of the DHA's programs, , DHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of DHA's housing program and non-housing programs, in accordance with Section 504, Title II of the Americans with Disabilities Act, and the Fair Housing Act, DHA shall comply with all requirements and prohibitions in applicable law. Specific actions are described in *DHA's Reasonable Accommodation Procedure*. **24 CFR § 8.4**
11. Facilities and programs used by applicants and residents shall be accessible to persons using wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that DHA has such facilities) will be accessible to all residents with disabilities. If DHA offers certain facilities, and none are accessible[1], DHA will work to create accessible facilities, unless doing so would result in an undue financial and administrative burden. **24 CFR § 8.2**
12. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. DHA documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that the DHA provides effective communication for persons with disabilities is described in *DHA's Reasonable*

[1] It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

Accommodation Procedure and *DHA's Effective Communication Procedure*. **24 CFR § 8.6**

13. DHA shall ensure that interested persons, including persons with hearing, vision, speech, manual, and other communication-related disabilities are provided with information concerning the existence and location of accessible services, activities, and facilities.
14. Individuals will not be asked or required to provide or to pay for their own interpreters or other Auxiliary Aids;
15. DHA shall provide appropriate Auxiliary Aids, where necessary, to afford an individual with a disability an equal opportunity to participate in, and benefit from, DHA's programs, services and activities.
16. In determining which auxiliary aids are necessary, the DHA shall give primary consideration to the requests of the individual with a disability that is making the request.
17. DHA shall provide for individuals who are blind, have low vision, or have cognitive disabilities to receive forms, notices, and other information in alternative formats, as reasonably requested, including requests to receive in a requested alternate format all print materials distributed, posted, or made available to applicants and residents.
18. DHA shall make individuals aware of the availability of Auxiliary Aids to support successful completion of the resident's annual recertification process.
19. DHA shall fully comply with its *Effective Communication Policy* and its *Effective Communication Procedures*.
20. DHA shall inform requestors about their right to access DHA's grievance procedures for the Reasonable Accommodation process.
21. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be capable of meeting essential obligations of tenancy. They must be capable of complying with the below obligations with or without supportive services provided. This does not mean that the individual needs to have always complied or be currently complying with the below obligations in order to be a "Qualified Individual with a Disability." **24 CFR § 8.3**
    a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
    b. to care for and avoid damaging the apartment and common areas; to use facilities and equipment according to their intended use;
    c. to create no health, or safety hazards, and to report maintenance needs;
    d. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
    e. not to smoke in a DHA unit, common areas or anywhere on DHA property except in areas at least 25 feet from any DHA building;
    f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
    g. to comply with necessary and reasonable rules and program requirements of HUD and DHA.
22. There is no requirement that a family must be able to do these things without assistance.
    a. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, DHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
    b. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time during the application process or at any time during their tenancy, including after an eviction case has been filed. If at any point an applicant or resident needs assistance in completing DHA required documents, DHA staff may assist in this process. **24 CFR § 8.20**

c. DHA is not permitted to inquire about the nature of a resident or applicant's disability, however, if the individual desires to discuss the matter with DHA, it is the individual's right to do so.

d. Any request that requires a verification must be submitted directly to DHA by the qualified person making the certification.

23. Unit Transfers as Reasonable Accommodations may not be conditioned to require that the tenant requesting the unit transfer be in "good standing".

24. Residents who need a transfer as a reasonable accommodation for their disability will be given priority on the transfer list over tenants who request transfers for any reason other than emergencies affecting the health or safety (including those subject to the Violence Against Women Act (VAWA)), including priority over administrative transfers to permit respondent to renovate, modernize, revitalize, demolish, or dispose of public housing property.

25. DHA shall pay reasonable moving-related expenses for instances where DHA compensates residents to relocate from its dwelling units, and for DHA residents who have a disability-related need for a transfer to another unit or to another development as a reasonable accommodation. DHA's moving cost calculation schedule shall be based on the U. S. Department of Office of Management and Budget (OMB) published as the Fixed Residential Moving Cost Schedule. The most recent OMB table was published and effective 8/26/2021, and remains in effect until a new schedule is published.

Moving Cost Calculation:

Bedroom Size	*Allowance*
1 – Bedroom Unit	$600
2 – Bedroom Unit	$800
3 – Bedroom Unit	$1,000
4 – Bedroom Unit	$1,200
5 – Bedroom Unit	$1,400

26. DHA shall pay reasonable moving-related expenses for DHA residents without disabilities who are occupying an "Accessible" dwelling unit who are required to relocate in order to make a housing unit available to persons with disabilities. (*see Moving Cost Calculation table in 22 above*)

27. In situations where DHA does not have a unit available that can adequately accommodate the unit transfer Reasonable Accommodation request, DHA will continuously monitor its unit stock for availability and will provide the requesting tenant with periodic status updates, at least once every two weeks. [2] As reasonably necessary given the circumstances, the Disability Rights Coordinator will meet with the requesting tenant and engage in the interactive process and seek to make alternative accommodations that are effective at meeting the individual's disability related needs.

C. Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.

2. DHA will take affirmative steps to communicate with people who need services or information in a language

[2] Due to DHA's low inventory of first floor accessible units, periodic updates for transfers to first floor accessible units will be provided once a month.

other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

3. DHA's *Procedure on Communication with Persons with Limited English Proficiency* describes the specific methods DHA will use to accomplish this policy.

   a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by at least five percent of the eligible population of DHA's market area or among DHA's program participants. This includes documents related to intake, marketing, outreach, certification, re-examination and inspections. At this writing, DHA makes this information available in English, Spanish, and Vietnamese.

   b. Applicants and residents with low English comprehension are not required to but may furnish an interpreter to assist in communication with DHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide language assistance services. If staff or the client are unable to readily provide interpretation services, DHA staff shall employ the use of Language Line interpretation services or other comparable service at DHA's expense.

   c. Whenever the resident and DHA are in need of communicating including instances in a courtroom, a hearing, or any other situation, DHA will offer, or ensure that the family is offered through other sources, competent interpretation services free of charge to the LEP person.

   d. DHA will provide written translations of other vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons of the population of persons eligible to be served in DHA's market area or among DHA's program participants, whichever is less. Translation of other documents, if needed, can be provided orally. The LEP groups for which DHA currently will provide translated materials are those who need materials in Spanish and Vietnamese, in addition to providing the materials in English. The DHA web site is presented in English, Spanish and Vietnamese.

II. Eligibility and Admissions

A. Privacy

DHA is strongly committed to protecting the privacy of clients interacting with the agency to the greatest extent practical. There are numerous federal privacy laws, regulations, notices, and other requirements that the Housing Authority is subject to and must follow. Details about these requirements are set forth in PIH Notice 2015-06 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

Please refer to *DHA's EIV Security Policy* for more detailed information.

B. Applications for Admission

1. **Preliminary Application:**

   a) DHA will accept and process applications (including transfer applications) in accordance with applicable HUD Regulations and DHA's *Procedure on Intake and Processing*. Except for qualification for preferences, DHA will make its initial determination of eligibility assuming that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

   b) Under no circumstances will anyone be denied the right to request or submit an application for housing, unless DHA has publicly announced it is temporarily closing part or all of its admissions portals.

   c) Newly developed properties owned by DHA, or a DHA entity that contains a mix of units, some subsidized by project-based vouchers and others subsidized by public housing operating funds, shall maintain unit bedroom mix and disability needs without regard to subsidy type.

d) Applications will be accepted 365 days of the year and 24 hours per day via the Rent Café Applicant Portal. Access to the Applicant Portal is readily available through the DHA web site located at www.dhantx.com. Applicants may submit a preliminary application from the convenience of their home or use a computer and internet services of friends and family, or any other publicly available internet and computer resources such as the City of Dallas Public Library or any DHA computer kiosk located at DHA Services HQ or any Property Management office during regular business hours; Monday through Thursday, 8:00 am to 5:30 pm, and Friday 8:00 am to Noon. DHA Services HQ is located at 3939 North Hampton Rd, Dallas, TX 75212. DHA will make special accommodations for persons with disabilities.

e) Applicants complete one preliminary application form and are requested to identify which DHA owned property they would like to reside in. Applicants are presented with a list of DHA owned properties and requested to select properties in which they would like to reside. Applicants may select one or more properties.

f) Applications are retained for up to 18-months. If not selected during the 18-month period, applicants are notified at the end of 18-months that their application has expired and that they have the right to reapply.

g) While on the waiting list applicants are responsible to provide updated information including making changes to the properties in which they would like to reside. Applicants are informed that they are responsible to maintain current information on their preliminary application at all times and submit updates of any changes to their family size, income, status, email, phone and address during the waiting period.

h) DHA reviews each preliminary application submitted by applicants for public housing. DHA's review of the preliminary applications is a service to ensure that the application is correctly placed on DHA's site-based waiting list. For example, applicants who are neither elderly or have a disability, who selected to reside in a DHA owned property with units exclusively for the elderly or persons with a disability will be notified that their application for this specific development is rejected and provide the reasons for this determination. Additionally, applications to a particular site (development) may be rejected because (for example) a sole occupant has selected a DHA owned property that does not contain any one bedroom or efficiency sized units. DHA's screening service is provided up front to enable the applicant to gain efficiency in their application process without waiting unnecessarily on a list for a lengthy time only to be found that they are not entitled to reside in the development to which they applied.

i) In instances where the application is screened and the site selection is rejected, the applicant will receive written notification of DHA's determination and an explanation of the reasons for the determination. Applicants may at any time make revisions to the sites (developments) in which they would like to reside.

j) In addition to placing applicants on the waiting list based on the sites (developments) which they have selected, DHA also applies its occupancy standards to each family composition and in so doing assigns a bedroom size appropriate for each household.

k) The Waiting List will reflect for each application the following information and will be consistent with Title VI objectives and other requirements:

   1) the date and time of receipt;

   2) race and ethnicity of head of household;

   3) income;

   4) priority status (preference), if any;

   5) date of application acceptance or rejection; and

   6) the number of bedrooms for which the applicant is eligible (occupancy standards)

   DHA shall insert notes / data indicating the date, location, identification and circumstances of each vacancy offered and accepted or denied.

l) All Preliminary applications will be retained on the waiting list for up to 18-months. Preliminary Applications shall automatically expire 18-months after they are received.

m) Applicants who have not been selected for assistance whose application expired at 18-months will receive an email message notifying them that their application has expired. The notice will also inform the applicant of their ability to reapply. Applicants whose applications have expired at 18-months are not entitled to an Informal Review, since their applications are being withdrawn, they are not being denied assistance. They have the right to reapply for housing assistance during Open Enrollment. At this time, DHA is maintaining a perpetual Open Enrollment Period.

2. Lottery, Selection and Full Application:

a) When DHA anticipates a unit will become available at a DHA owned property, DHA shall generate a lottery among applicants who have submitted a preliminary application for that development and for the bedroom categories on this site-based waiting list corresponding to the bedroom sizes that are vacant. DHA will select applicants from the lottery-ordered waiting list for processing. The lottery establishes a rank order among applicants for a particular property and a particular bedroom size. Applicants are selected in order, based on the lottery, for processing.

b) Following the generation of a lottery, DHA selects one or more applicants from the list and sends the selected applicants a notice informing them they have been selected for a unit at a specifically named development. The notice is sent by email. The notice informs the applicant to go to Rent Café and complete the full application. The notice gives a deadline to complete their portion of the application.

c) Selected applicants are issued a written digital notice clarifying that their application is selected and if interested they must complete a full application on the Rent Café Applicant Portal. Applicants are provided 14 days to complete the full application.

d) The Applicant completes the full application and submits requested documentation through the Rent Café Applicant portal. Staff assistance is provided, as needed, upon request.

e) DHA staff reviews the Full Application, notifies the Applicant of any missing information and requests completion.

f) DHA staff evaluates the completed application and determines if it meets DHA and HUD eligibility requirements. DHA staff sends written notification of its determination to the applicant.

g) If the Applicant is determined to be ineligible, the written notice will include the specific reason the Applicant is determined not eligible for admission, and the opportunity to submit a request for an informal review. Informal reviews are handled by the Office of General Counsel.

h) If the Application is determined eligible, the Applicant is notified that they are offered a unit at a specific named DHA owned property. The Applicant file is submitted to the Property Manager who schedules an appointment with the Applicant to view the unit.

i) If the Applicant accepts the offered unit, the Property Manager presents the Lease, along with other applicable documents, for signature, collects the security deposit and presents the keys to the unit.

j) If the Applicant refuses the offered unit without good cause, the file is documented, the Applicant's refusal is recorded in the client record and their application is withdrawn from the waiting list for the subject DHA owned property.

3. Full Application:

a) The Application at a minimum consists of:

i. Application Form

ii. Personal declaration

iii. Applicant Certification

iv. Information Concerning Citizenship Verification

v. Citizenship Declaration Form/Certification of Non-eligible Immigrant Status (if applicable)

vi. Authorization for Release of Information/Privacy Act Notice

vii. Criminal History Check Acknowledgment Form

viii. Waiting List Policy Statement

ix. "Things You Should Know" HUD Brochure

x. Applicable Verification Forms

xi. Community Service Policy/Exempt Forms

xii. Supplemental and Optional Contact Information for HUD- Assisted Housing Applicants (HUD-92006)

xiii. Eligibility Criteria - (required by state law)

xiv. Debts Owed EIV, HUD-52675

xv. HUD 9886-A Authorization for the Release of Information from all Adult Applicants

b) When the Applicant completes the full application, DHA reviews the application contents and determines if it is complete. DHA will notify the Applicant to submit any missing information or to answer any questions. Upon completion, DHA makes a determination of eligibility to participate in the public housing program.

c) DHA sends the Applicant a notice by email notifying them of DHA's determination. If eligible, the property manager is notified and is responsible to schedule a meeting with the applicant to allow them to view the unit. The property manager will complete the admissions / leasing process.

d) Verification of the full application information submitted by the family will be conducted by DHA as soon as possible. For maximum efficiency DHA's goal is to complete its review of the full application no earlier than ninety (90) days prior to the estimated time the applicant will be offered a unit.

e) <u>If there are no other applicants on the Waiting List,</u> verifications and screening will begin immediately, after all completed application paperwork has been submitted by the family.

f) The following information will be verified according to HUD's regulatory requirements at 24 CFR Part 5 and DHA's *Procedure on Verification of Information*, to determine qualification for admission to DHA's housing: **24 CFR § 960.259.** The Head of Household, Co-Head, and all other adults (age 18 and over) in each applicant family must sign an Authorization for Release of Information prior to being accepted . The Authorization enables DHA to use the Enterprise Income Verification (federal database) to verify multiple subsidies, income from new hires, employment income, and/or reports of no income.

The following will be verified:

i. Family composition, demographics and type (Elderly/Disabled//Non-elderly)

ii. Annual Income

iii. Assets and Asset Income

iv. Deductions from Income

v. Preferences

vi. Verification of Social Security Numbers of all Household Members

vii. Verification of Age for all Household Members

viii. Applicant Screening Information (including tenant and criminal history)

ix. Citizenship or immigration status

g) Enterprise Income Verification (using federal databases) or third party written information that is mailed, faxed or transmitted electronically between DHA and the verification source, are the required form of documentation. Any other form of verification requires a note to the file explaining its use. **24 CFR § 960.259**

h) If the applicant is determined ineligible, the applicant is sent a notice of ineligibility and given the right to request a hearing. The applicant has a deadline to submit their request for a hearing (prescribed in the notice). Informal Reviews and Hearings are handled by the DHA Office of General Counsel.

C. The Waiting List

1. General Management of the Waiting List

It is the policy of DHA to administer its Waiting list as required by the regulations at 24 CFR 960.206.

a. Individuals applying for admission must submit a preliminary application in the manner stipulated in the announcement of the opening of the Waiting List, or, if they are a person with a disability, may submit an application on-line, by mail or in person. Announcements will be made on DHA's website.

b. If an applicant needs assistance in completing any aspect of the application process because of a disability, DHA will assist the applicant, as needed, to ensure equal access to DHA's programs.

c. DHA, at its discretion, may restrict application intake, suspend application intake, and close Waiting Lists in whole or in part. DHA may open or close the list by unit size or type available.

d. At the time of initial intake, DHA will advise families of their responsibility to notify DHA when their circumstances, mailing address or phone numbers change.

e. Applicants providing false information regarding family income, composition, preferences or other circumstances affecting their eligibility or rent level will be rejected. If the applicant has been assigned a unit and moved into a DHA owned unit, DHA will provide appropriate due process and reserves the right to pursue all lawful civil claims and / or criminal actions, including the recoupment of back rent.

f. If an applicant's preference status changes while on the waiting list, the applicant's position on the waiting list will be adjusted in accordance with DHA's *Procedure on Application Intake and Processing*.

g. If the head of an applicant household dies while the family is on the waiting list, and the family includes another adult, DHA will authorize a change to the application to make the other adult the new applicant so long as the family reports the death within 30-days and requests that another adult family member be named the head, subject to DHA's granting of a waiver of this reporting requirement, in its discretion, if good cause is shown.

h. Applicants whose family size or composition changes while on the waiting list will be able to change their applications in accordance with the following policy:

1) Children who have been added to the family through birth adoption or court awarded custody to people already listed on the application will be added. DHA will require that the addition of children under the age of 18 to the household, where the minor is not the child of the biological parent, will be accomplished by court order and signed by a presiding Judge. In the event that a court order is not issued, DHA will consider alternative methods of proving guardianship on a case by case basis including a collaborative review of the alternative evidence by DHA's Office of General Counsel.

2) Individuals who can document that they need a live-in aide (even though not included on the original application) will be permitted to add the Live-In Aide with an approved Request for Reasonable Accommodation;

3) Other adults will NOT be added to an application unless their addition would not change the unit size for which the family qualifies, although the family may file a different application with a different family composition when the waiting list is open.

2. Removal of Applications from Waiting List

a. DHA will remove an applicant's name from the Waiting List under the following circumstances:

1) The Applicant requests their application to be removed.
2) DHA shall retain applications on its waiting list for 18 months. Applications will be withdrawn after 18 months however; applicants have the right to reapply.
3) DHA has made reasonable efforts to contact the applicant to obtain information necessary to complete the application process and the applicant has failed to respond. In such instances, DHA will notify the applicant in writing or by telephone that the Applicant has ten (10) days within which to reschedule the interview or provide the needed information. If applicant fails to respond within that period, the application will be withdrawn.
4) The Applicant, after having been notified of DHA's determination of ineligibility and the completion of due process (Informal Review), their application is removed from the waiting list.
5) DHA determines that the applicant has provided false information regarding household income, family composition, local preferences or other criteria affecting their eligibility or rent level.
6) The Applicant accepts offered housing and is housed.

b. DHA will consider mitigating circumstances such as disabilities, health problems lack of transportation or other good cause in determining if the application should be withdrawn.

c. Persons whose applications are withdrawn or who are denied may not reapply for twelve (12) months from the date of withdrawal or denial.

3. Closing the Waiting List

a. Decisions about closing the Waiting List will be based on:

1) the number of applications available for a particular size and type of unit,

2) the ability of DHA to house an Applicant in an appropriate unit within a reasonable period of time

b. DHA's decisions to close or partially close the Waiting List, or open the Waiting List will be publicly announced.

c. During the period when the Waiting List is temporarily closed, DHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

d. DHA will publicly announce when the waiting list is about to be closed or opened.

D. Affirmative Fair Housing Marketing and Outreach Procedures

It is the policy of DHA to conduct affirmative outreach to attract prospective tenants in the eligible population in the area without regard to race, color, national origin, sex, religion, familial status, or disability, who are least likely to apply in the absence of special outreach . [24 CFR § 960.103(b)] which states:

- § 960.103 Equal opportunity requirements and protection for victims of domestic violence, dating violence, sexual assault, or stalking. Applicable requirements. The PHA must administer its public housing program in accordance with all applicable equal opportunity requirements imposed by contract or federal law, including the authorities cited in § 5.105(a) of this title.
- PHA duty to affirmatively further fair housing. The PHA must affirmatively further fair housing in the administration of its public housing program.
- Equal opportunity certification. The PHA must submit signed equal opportunity certifications to HUD in accordance with § 903.7(o) of this title, including certification that the PHA will affirmatively further fair housing.
- Protection for victims of domestic violence, dating violence, sexual assault, or stalking. The PHA must apply the requirements in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking).

1. Outreach efforts will take into consideration:

   a. The number of vacant units

   b. Availability of units through turnover

   c. Waiting List Characteristics

2. DHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts.

3. All marketing and informational materials will:

   a. comply with the Fair Housing Act requirements with respect to the Equal Housing Opportunity logo and use of nondiscriminatory language [24 CFR § 109.30 (a)];

   b. describe the housing units, application process, Waiting List, priority system and eligibility accurately;

   c. will be in plain language and will use more than strictly English language print media;

   d. will target all agencies that serve and advocate for potential applicants;

   e. will make clear who is eligible: low income individuals and families; working and non-working people; as well as the elderly and disabled.

   f. will make clear that it is DHA 's responsibility to provide reasonable accommodations to people with disabilities.

E. Income Targeting Requirements

1. DHA will ensure that at least 40 percent of families admitted to public housing in any year have incomes at or below the federal extremely low-income (ELI)[3] limit (between 0% and 30% of the area median income). HUD establishes income limits and revises them annually to ensure that federal rental assistance is provided only to low-income families. Except under limited circumstances, the Applicant family's annual income must not exceed the applicable income limit that HUD establishes and publishes for each county or Metropolitan Statistical Area (MSA) in the country.

[3] Section 238 of HUD's FY 2014 Appropriations Act amended Section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a) to define ELI 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.

2. The income limits are based on percentages of the median income of the geographic area for which the limit is established, and are adjusted for family size.

F. Qualifying for Admission

1. It is DHA's policy to admit only applicants who are qualified[4] according to all the following criteria:
   a. Are a family[5], as defined in Section XIII of this policy.
   b. Have at least one family member who meets HUD requirements on citizenship or immigration status[6]. **24 CFR § 5.5 (subpart E)**
   c. Have an annual income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size and housing type established by HUD). **24 CFR § 960.259**
   d. Do not own net family assets that exceed $100,000 (as adjusted for inflation) per final rule Section 104 of HOTMA
   e. Do not own real property 'suitable for occupancy' per final rule Section 105 of HOTMA. A property may be considered 'not suitable for occupancy' if the family demonstrates that it: does not meet the disability-related needs for all members of the family; is not sufficient for the size of the family; is not safe to reside in because the person is a victim of domestic violence, sexual assault or stalking and is in fear of harm if they were to reside in the property; is not safe to reside in because of the physical condition of the property.
   f. Applicants and tenants must disclose and provide verification of the complete and accurate SSN assigned to each household member. Applicants and tenants must supply any requested information to verify Social Security Numbers for all family members, except those who do not contend eligible immigration status. **24CFR § 5.216**

2. **Exceptions to this rule**:
   a. Applicants who have not disclosed and/or provided verification of SSNs for all nonexempt household members have 90 days from the date they are first offered an available unit to disclose and/or verify the SSNs. During this 90-day period, the applicant may, at the applicant's discretion, retain the applicant's place on the waiting list. After 90 days, if the applicant is unable to disclose and/or verify the SSNs of all non-exempt household members, the applicant should be determined ineligible and removed from the waiting list.
   b. When adding a new household member, who is under the age of six, to an existing household, the tenant must disclose and provide verification of the SSN of the individual to be added, within 90 days of adding the new member. An additional 90-day extension must be granted if delays are due to circumstances beyond the family's control.
   c. Applicant households with persons under the age of six that were added to the applicant household within the six months prior to admission, must disclose and provide verification of the SSN within 90 days of the date of admission. There is a 90-day period during which an applicant family may become a participant, even if the family lacks the documentation necessary to verify the Social Security Number of a family member under the age of six. An additional 90-day extension must be granted if delays are due to circumstances beyond the family's control and that could not reasonably have been foreseen. **24 CFR § 5.216(h)(3)** If the applicant family does not produce the required documentation within the authorized time period, DHA will impose appropriate penalties, including termination of assistance. **24 CFR § 5.218**

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[4] The term "qualified" refers to applicants who are both eligible and able to meet the applicant selection standards. This term is taken from the 504 regulations at 24 CFR § 8.3, from the definition of "Qualified Individual with Disability".
[5] A family can be a single person.
[6] If all family members are not either citizens or eligible immigrants, the family will be required to pay a higher pro-rated rent.

d. Disclosure and Verification of Social Security Identification Numbers **24 CFR § 5.216(e)**: Each participant, except those age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010, must submit the information described in paragraph (e)(1)(ii) of this section, if the participant has:

1. Not previously disclosed a SSN;
2. Previously disclosed a SSN that HUD or the SSA determined was invalid; or
3. Been issued a new SSN.

3. Meet the applicant selection criteria in these policies, including completing the approved pre-occupancy orientation session if required. 24 CFR § 960.202 & 203
   a. Are not already adequately housed in any Authority-owned dwelling unit. Applicants who are listed on a current DHA lease and live in a unit meeting occupancy standards are not qualified for admission.
   b. Owe no money to DHA or any other housing authority in connection with any federal housing program.
   c. For any family with member with a recent history of misusing or abusing alcohol in any way that interferes with the health safety, or right of others, the family must demonstrate to DHA's satisfaction that the family member who formerly abused alcohol no longer abuses or misuses alcohol. The family can demonstrate such rehabilitation if (i) the member has successfully completed a supervised alcohol rehabilitation program licensed and approved by Texas Commission on Alcohol and Drug Abuse (TCADA)[7]; or (ii)is presently participating in a supervised alcohol rehabilitation program; or (iii) the family has other reliable evidence of rehabilitation from alcohol abuse/use that would interfere with others.
   d. Agree not to smoke or to permit family and household members, guests, and other persons under tenant's control to smoke anywhere on DHA property except for designated smoking areas.

4. For Low Income Housing Tax Credit properties **ONLY**, no assistance will be provided to any family whose sole adult member is enrolled as a student in an institution of higher education, **unless that student meets one of the criteria below.** If a student does not meet at least one of these criteria, but can prove independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria. If an *ineligible* student applies for, or is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated and will be terminated. Criteria that may possibly qualify a student for housing include:
   a. Student is over the age of 24, or
   b. Is a veteran of the United States Military service, or
   c. Is married, or
   d. Has a dependent child, or
   e. Is a person with disabilities receiving Section 8 assistance as of 11/30/2005, or
   f. Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance, or
   g. Is living with their parents who are receiving Section 8 assistance.
   h. Is classified as vulnerable youth. A student meets HUD's definition of a vulnerable youth when:
      i. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older, or
      ii. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal

[7] If the applicant entering DHA's program is from another state, DHA will verify the applicant has successfully completed a state approved supervised program from the applicant's state of origin.

residence, or

iii. The individual has been verified during the school year in which the application is submitted, as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act[8]), or unaccompanied, at risk of homelessness, and self-supporting, by

a) A local educational agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act; or

b) The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; or

c) The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency (Shelter grants) or a designee of the director; or

d) A financial aid administrator; or

e) The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

G. Occupancy by a Police Officer

1. To increase security at the site, HUD permits PHAs to take a public housing unit off-line for occupancy by a licensed police officer. This action requires authorization by DHA's President and CEO and HUD advanced approval.
2. Rent will not be charged for the unit; however, the officer will be responsible for 1) paying all utilities and 2) compliance with the lease, which will include the employment requirements listed above.

H. Admission to Efficiency Units

1. During the eligibility interview for the Public Housing Elderly/Disabled Sites, if both an efficiency unit and a 1-bedroom unit are available, a single applicant will receive the efficiency unit offer.

I. Applicant Selection Criteria

1. The following criteria will be reviewed to determine whether applicant families qualify for admission. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, DHA requires applicants to demonstrate ability to comply with the essential provisions of the lease: **24 CFR§ 960.202 – 205**

   a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

   b. to care for and avoid damaging the apartment and common areas;

   c. to use facilities and equipment in a reasonable way;

   d. to create no health, or safety hazards, and to report maintenance needs timely;

   e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

   f. not to smoke anywhere on DHA property other than at least 25 feet from any DHA building;

   g. not to engage in prohibited criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

   h. to comply with necessary and reasonable rules and program requirements of HUD and DHA.

2. DHA will determine each applicant family's ability to comply with the essential lease requirements in accordance

[8] 42 U.S.C. 11431 et seq.

with DHA's *Procedure on Applicant Screening.*

a. Any costs incurred to complete the application process and screening will be paid by DHA. Application fees will not be charged by DHA.

b. Applicants who owe money to DHA or any other housing authority ("PHA") will not be admitted to the program until their debt is paid in full. However, **DHA, at its sole discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to DHA or if the debt is owed to any other PHA, DHA, at its sole discretion, may admit an applicant if a repayment agreement is executed by the other PHA and the applicant, provided that a copy of the agreement is submitted to DHA. 24 CFR 982.552**

c. For any negative information is received about an applicant, DHA shall consider the time, nature, and extent of the applicant's conduct, and factors that might indicate a reasonable probability of favorable future conduct. **24 CFR § 960.203(d).**

d. DHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated.

3. DHA's screening process will review the following information for each applicant family (including certain data specific to every adult family member):

   a. Applicant's prior rental history (or other history if there is no rental history) must demonstrate the applicant family's ability and willingness to comply with necessary and reasonable standards of behavior;

   b. Applicants must satisfy in full, any overdue amounts or indebtedness owed to DHA or any other housing authority by any adult family member, within 30 days of notification of the debt owed[9];

   c. The Applicant must not have been evicted by DHA or in any other federally assisted housing program within the previous 4 years, except that the period shall be 10 years for a drug related eviction (notwithstanding the federal lifetime participation ban(s) related to methamphetamines and sex offenders), unless the applicant successfully completes a rehabilitation program approved by DHA or the circumstances leading to the eviction no longer exist;

   d. Former residents will not have their application rejected if the debt owed to DHA was discharged by a bankruptcy court.

4. Criminal History Check

   DHA shall conduct a criminal background check for every member of the applicant's household age 18 and older, and any individual who is under the age 18 that has been emancipated by state law to act on his/her own behalf. DHA shall screen to ensure that no member of the household has engaged in criminal activity identified in DHA's criminal behavior screening criteria (see table below).

   DHA shall not approve admission of Applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

   To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's household, prior to the date of the admission into the program, as shown in the following table. DHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's household who will be included on the lease:

   a. is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past five to seven years. This requirement may be waived if the applicant demonstrates to DHA's satisfaction that they no longer engage in the illegal use of the controlled substance(s). This waiver of five to seven-year time period may not be available to individuals engaged in selling, producing or manufacturing illegal

[9] Must have been an adult when the debt was incurred.

substances. Applicants with felonies for selling, producing or manufacturing illegal substances will generally not be approved for admissions, except as provided below.

b. has a history of criminal activity involving crimes of violence to persons, with the exception of sex crimes, or property and/or other criminal acts that would adversely affect the health, safety, or welfare of other residents or DHA personnel in the past five to seven years. (See the following table for the specific offense and its corresponding look back period).

c. has a history of sex crimes and/or sex crimes against a person and felony crimes against children. Applicants with such convictions will generally not be approved for admission, except as provided below.

d. has a felony conviction for arson. Applicants with such convictions will generally not be approved for admission, except as provided below.

e. has a conviction of homicide or kidnapping. Applicants with such convictions will generally not be approved for admission, except as provided below.

f. has a history of incarceration, parole or probation for drug-related crimes, violent crimes, or crimes that threaten the health, safety and/or general well-being of the community (see the following table for the specific offense and its corresponding look back period).

g. has a conviction of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that DHA **permanently** bar any individual with such a conviction.

h. is subject to a lifetime registration requirement under a State sex offender registration program. DHA shall **permanently** deny admission if any adult member is subject to a lifetime registration requirement under a State sex offender registration program.

i. has been evicted from federally assisted housing for drug-related or violent criminal activities within four (4) years of the application date. For drug-related evictions, DHA may waive any denial if the applicant successfully completes a rehabilitation program approved by DHA, or the circumstances leading to the eviction no longer exist, except for persons who were evicted for selling, trafficking, producing, or manufacturing illegal substances.

Applicant must not present false or misleading information to DHA. Applicant must not have a history of misrepresenting information relative to eligibility, income, allowances, family composition or rent. Applicant must have no prior history, within the past five years, as a former DHA resident with a history of disturbing neighbors, destroying DHA property.

For vulnerable homeless applicants only, the screening criteria with respect to criminal history shall focus on the federally mandated exclusions of persons convicted of manufacturing methamphetamines on the premises of federally assisted housing and persons required to register as sex offenders. Beyond these two criteria, a criminal history shall not be used to exclude individuals so long as they are willing and able to refrain from violent actions and drug-related criminal activity.

DHA, at its sole discretion, may waive the criminal history screening requirements for applicants attempting to participate in a DHA “special” program targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans and/or persons with disabilities.

DHA has established the following criminal background screening criteria in which the criminal background of applicants, current and prospective residents are evaluated. While this list is extensive, it may not contain all criminal offenses. DHA reserves the right to deny admission or terminate assistance for other offenses that may not appear on this list.

Convictions for:				
Offenses	Felony (Years)	Misdemeanor (Years)	Definitions	Patterns of Misdemeanors
1) Arson	Any	2	Felony: Offenses relating to the willful or malicious burning or attempting to burn property Misdemeanor: Recklessly, but not intentionally, starting a fire that leads to burning of someone else's property	
2a) Assault and Battery I	5	5	Offenses relating to risk or threat of injury and bodily harm or infliction of actual physical injury and bodily harm	
2b) Assault and Battery II	Any	Any	Offenses relating to assault with intent to commit other crimes or infliction of actual physical injury and bodily harm	
3a) Burglary I	5	5	Offenses relating to the possession of criminal tools or breaking and entering a vehicle and accessory to burglary	
3b) Burglary II	7	7	Offenses relating to breaking and entering of the building of another with an intent to commit a crime	
4) Crimes Against Animals	5	5	Offenses relating to infliction of harm on animals for purposes other than self-defense or survival	
5) Crimes Against Children	Any	5	Offenses relating to neglect or other offenses against children or minors	
6) Cyber Crimes	5	0	Offenses relating to hacking or cyberstalking	
7) Destruction of Property	5	5	Offenses relating to destruction or defacing property	
8) Disturbance of Peace	5	0	Offenses relating to disorderly conduct or disturbance of the peace	2+ within 3 yrs (any type)
9) Domestic Crimes	7	7	Offenses relating to domestic violence or offenses against family/household members	
10a) Drug Offenses III	7	7	Offenses relating to the possession of drugs (except possession of marijuana)	
10b) Drug Offenses IV	Any	Any	Offenses relating to distribution, manufacture, or sale of drugs (except marijuana or methamphetamine)	
10c) Drug Offenses V	Any	Any	Offenses relating to distributing drugs to minors	
10d) Drug Offenses VI	5	2	Offenses relating to prescription drugs	
10e) Drug Offenses VII	Any	Any	Offenses relating to production or manufacture of methamphetamine	
11a) Fraud I	5	0	Offenses relating to identity theft	
11b) Fraud II	5	0	Fraud offenses relating to forgery, checks, credit cards, etc.	

12) Harassment	7	5	Offenses relating to intimidating or putting a person in fear for their safety	
13a) Homicide I	7	7	Homicide offenses relating to operation of motor vehicle	
13b) Homicide II	7	7	Negligent or involuntary manslaughter	
13c) Homicide III	10	N/A	Manslaughter offenses not involving malice aforethought	
13d) Homicide IV	Any		Homicide offenses involving malice aforethought	
13e) Capital Murder	Any		Offenses relating to murder with special circumstances, such as murdering a peace officer or murder in the course of committing or attempting to commit kidnapping, burglary, robbery, aggravated sexual assault, arson, obstruction or retaliation, or terroristic threat.	
14a) Kidnapping I	Any	7	Offenses relating to unlawful imprisonment	
14b) Kidnapping II	Any	Any	Offenses relating to kidnapping or abduction	
15) Organized Crime	10	10	Offenses relating to organized crime	
16) OUI, OVI, DWI	5	5	Offenses relating to driving under the influence of alcohol or drugs	
17) Purposely Obstructs the Law	5	1	Offenses relating to interfering with operations of the court or police	
18) Robbery	10	10	Offenses relating to theft by use of force or violence	
19) Sex Crimes - Other	7	2	Offenses relating to prostitution, pornography, lascivious conduct, etc.	
20) Sex Crimes Against a Person	Any	Any	Offenses relating to sexual abuse of adults	
21) Sex Crimes Against a Child	Any	Any	Offenses relating to sexual abuse of children or minors	
22) Theft/Larceny	7	3	Offenses relating to knowingly obtaining control over another's property with intent to deprive owner of their property	
23) Trespassing	3	1	Offenses relating to entering another person's property without permission and with illegal intent	
24a) Weapons Related I	5	5	Offenses relating to possession or use of firearms	
24b) Weapons Related II	Any	Any	Offenses relating to terrorism and weapons of mass destruction	

DHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated. Therefore, if DHA proposes to deny admission to an applicant, the applicant will be notified in writing of the reason(s) of the determination. This notice will inform the applicant of the opportunity to contest the determination by submitting a written request for an informal review within fourteen calendar days of the date the notice is postmarked or digitally transmitted. If the proposed denial is based on criminal activity, a copy of the criminal record will be provided (See Section J). This notice will also explain that the applicant may submit mitigating circumstances related to negative

information upon which DHA's proposed decision is based, which could include evidence of rehabilitation.

DHA may reverse any proposed denial after consideration of mitigating circumstances and admit the applicant (except for those denials which are regulatorily required). To be considered, mitigating circumstances must be verifiable.

A relevant mitigating circumstance which would permit DHA to amend its proposed denial for any of the above listed crimes (except regulatorily mandated exclusion categories, i.e. crimes resulting in person being subject to lifetime sex offender registry and convictions for manufacture or production of methamphetamine on premises of federally assisted housing) may include evidence of probation or parole for such crimes if the following criteria apply:

1) An applicant is currently on probation or parole for an offense, and the applicant can provide documentation from their probation or parole officer that all conditions of probation or parole are being met satisfactorily with no violations.

2) An applicant has completed probation or parole for an offense, and the applicant can provide documentation from their probation or parole officer that all conditions of probation or parole have been met satisfactorily with no violations.

J. Determination of Eligibility and Notification of Applicants

1. After DHA receives a completed full application, DHA will conduct an evaluation to determine applicant eligibility. Applicant screening and verification of income, family composition, citizenship /immigration status, social security numbers, age, allowances and preferences will typically be conducted following selection from the waiting list. DHA's *Procedure on Verification of Information* will be used to verify all information related to eligibility for admission, and receipt of subsidy and rent.
2. Each eligible Applicant will receive written notification of the Applicant's eligibility and of the approximate date the applicant will be offered housing. A copy of this notification will be retained in the Applicant's file.
3. Each Applicant determined to be ineligible or unqualified for admission will be notified in writing of (1) the reason(s) for the determination (or proposed termination if the basis is a criminal record as governed by 24 CFR 960.204(c)), and (2) the applicant's right to submit a written request for an informal review within fourteen calendar days of the date the notice is postmarked or digitally transmitted.
    a. DHA or contracting agency hired by DHA will provide the Applicant upon written request with a copy of any information (excluding criminal history) DHA used to determine the Applicant's status as ineligible or unqualified for admission.
    b. DHA or contracting agency hired by DHA will provide the Applicant with a copy of their criminal history DHA used to determine the Applicant's status as ineligible or unqualified for admission.
    c. The review and hearing procedures is described in DHA's *The Grievance Procedure*.
    d. Applications withdrawn by the applicant or DHA, applications submitted by ineligible or unqualified applicants, and the notice of ineligibility are retained in DHA files for at least three years following the date of the withdrawal or rejection of the application.
    e. Applications will be withdrawn by DHA when an applicant fails to respond within 14-days, unless otherwise prescribed in the DHA notice, to a request for information, or to attend a meeting, briefing, or appointment, or when letters or notices sent to the applicant are returned because the applicant is no longer at the address of record.

K. Preferences for Public Housing Units

Preferences may be established to order the selection of applicants from the wait list. DHA reserves the right to select applicants from its waiting list based on a percentage share of preference and non-preference admissions and set the percentage of any local preference as it deems necessary and appropriate. Preferences may be granted to applicants who are otherwise qualified and who are verified to meet the established local preferences described below. Applicants that do not meet any local admissions preferences will be considered non-preference applicants.

Within each group, applicants will be processed in lottery number order. The local preferences outlined here may be offered to applicants who applied after January 1, 2020. Details on when and how these preferences may be applied are included in *DHA's Wait List Procedure*.

Applicants with equal local preferences will be selected by lottery number (whichever system is in effect).

DHA will select applicants from the public housing wait lists by lottery. Following the selection by lottery, DHA will evaluate applicants selected by lottery for local preferences, if applicable.

Working families 24 CFR §982.207 (b)(2) DHA may adopt a preference for admission of working families (families where the head, spouse, or sole member is employed). However, an applicant shall be given the benefit of the working family preference if the head, spouse, or sole member is age 62 or older, or is a person with disabilities.
Student Education Persons who are enrolled in and are active students in a vocational education or trade school and or persons who are enrolled in and active students in a college or university.
Natural disaster, government action, or DHA action DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.
VAWA DHA may adopt a preference for persons who are victims of domestic violence, dating violence, sexual assault, or stalking, in accordance with VAWA.
Mixed population building preference[10] In buildings designed for occupancy by the elderly and persons with a disability (such as Renaissance Oaks, Park Manor, Cliff Manor, and Audelia Manor), applications from single persons who qualify under the definitions of elderly or disabled will be ranked higher than those of single persons who are not elderly or disabled. Residents of the above properties who have a child added to their household after move-in will be placed on the waiting list for an administrative transfer to reside in suitably sized housing. This provision is subject to the DHA *Grievance Procedure.* A number of units at the Buckeye Senior Building are designated for occupancy by elderly or near elderly families. Only families whose head, spouse, or sole member is a person aged 55-years of age or older may be admitted to these properties.

L. Factors other than Preferences that Affect Selection of Applicants

1. Accessible units: For UFAS accessible units, resident and applicant families that include a member with a disability, who is verified to need the features of such units (or if the need is obvious or known) shall be given preference for admission over a family that does not include a member with such a disability.

   a. Persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.

   b. When a UFAS accessible unit becomes available, it shall be offered first to a current resident who needs the features of the unit, and second (if there are no residents who need the features and will accept a transfer) to an

[10] This preference shall not apply to units in general occupancy properties.

applicant family with a member who needs the accessibility features.

2. Income targeting: At least 40 percent of public housing admissions in every year shall be families of Extremely Low Income (as defined in Section XIII, Definition of Terms).

3. De-concentration: If at any time, one of DHA's public housing properties has an average tenant income greater than 15 percent higher than DHA-wide average income, extremely low and very low-income applicants will be targeted for admission until it is within 15 percent of DHA-wide average income. In addition, DHA may offer voluntary transfers from higher income properties to lower income properties to help achieve de-concentration goals. It is not practical to try to attract higher income applicants to the lower income properties because there are virtually no higher income applicants to attract.

M. Records Management

1. Information received by DHA from any agency regarding drug treatment and criminal background shall be handled as required by HUD regulations.

2. All criminal records are maintained in a secured environment. Once the purpose for which the records were obtained is completed, the records are permanently destroyed.

N. Occupancy Guidelines[11]

1. Apartment dwelling units shall be occupied by families of the appropriate number of household members in accordance with DHA's Occupancy Standards. This policy maintains the usefulness of the apartments, and in an effort to administer subsidy funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate Occupancy Standards for each unit. This is to prevent over-crowding and over housing. To that extent, DHA will utilize a maximum occupancy standard of two persons per bedroom and a minimum of one person per bedroom.

2. The following principles govern the size of apartment (number of bedrooms) for which a family will qualify. Generally, two people are expected to share a bedroom. The guidance below explains how DHA determines unit sizes to be assigned, but each family, not DHA, decides exactly who shares a bedroom. Units will be so assigned that:

   a. At least one person must occupy each bedroom.

   b. A maximum of two persons may occupy a bedroom or living/sleeping room.

   c. A one-person family will be issued a one-bedroom unit or efficiency.

   d. Two youth will be assigned to one bedroom, giving consideration to their age and gender.

   e. Residents who are adults may request to be assigned a separate bedroom. DHA will evaluate each request and make a determination based on its occupancy standards and any circumstances unique to the household.

   f. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, kinship care or an adult member over age 18 who is a full-time student temporarily away at college is considered a member of the family.

   g. A family that consists of a pregnant woman with an unborn child (with no other household members) shall be treated as a two-person family.

   h. Two disabled individuals may be assigned a two-bedroom unit subject to the review and approval of a request for reasonable accommodation.

   i. As a reasonable accommodation, a bedroom may be allocated for an approved live-in aide to provide necessary supportive services to a disabled family member. A child or spouse of the live-in aide is allowed so long as their stay is consistent with the unit's occupancy requirements, and any person 18 years and older is

[11] HUD Notice of Policy, Dec. 18, 1998 Federal Register.

subject to DHA's criminal background screening criteria. The public housing unit must be the primary place of residence for the live-in aide. Refer to # 3 below for additional guidance on live-in aides.

j. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is a reasonable accommodation for a resident with a disability. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom if the sole purpose of the room is to store a folding wheelchair.

k. DHA reserves the right to relax these occupancy standards at hard-to-lease properties.

l. The local housing code of two persons per bedroom is the standard for the smallest apartment a family may be offered[12].

m. In general, DHA's occupancy standards will provide a minimum of one person per bedroom with a maximum of two persons per bedroom, giving consideration to the age and gender of the occupants.

3. The following principles govern the use of live-in aides.

   a. Live-in aide means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, who: **24 CFR §5.403**

      1) Is determined to be essential to the care and well-being of the persons;

      2) Is not obligated for the support of the persons; and

      3) Would not be living in the unit except to provide the necessary supportive services.

   b. DHA's determination whether or not to permit the addition of a live-in aide to a public housing household shall be based upon verification that:

      1) The person to be assisted by the live-in aide qualifies as an individual with a disability as defined at **24 CFR §8.3**; and

      2) There is a nexus between the individual's disability and the services that a live-in aide might reasonably provide.

   c. DHA shall notify the family of the decision to approve or deny the live-in aide in writing within 14 business days from the date all required documentation is provided.

   d. The family and live-in aide will be required to submit certifications:

      1) That the live-in aide is not obligated to support of the person(s) needing the care, and

      2) That the live-in aide would not be living in the unit except to provide the necessary supportive services.

      3) Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend, or girlfriend) cannot be a live-in aide (since they are living in the unit as a household member).

   e. The public housing unit must be the primary place of residence for the live-in aide since the live-in aide is verified to be necessary to provide care on a live-in basis and is expected to live in the unit. A live-in aide may have a job outside the assisted unit if it will not affect the care and services to be provided to the person assisted.

   f. Live-in aides are required to assist the head of household to complete their annual recertification responsibilities and DHA must determine annually the eligibility of the household for a live-in aide, unless

[12] Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy, may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.

specified otherwise by the medical practitioner verifying the need for the accommodation as a permanent disability, or unless the permanent nature of the disability-related need is known or obvious.

g. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide is not considered a family member on the lease, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot take over the unit as a "remaining member of a tenant/ family."

h. The Live-in aide must meet DHA's screening criteria which includes a criminal background check. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing authority in connection with any HCV or public housing programs.

i. Live-in aides must provide verification of social security number, date of birth, complete the live-in aide questionnaire, execute documents authorizing DHA to conduct a criminal background check, execute the 9887-A allowing DHA to conduct an EIV existing tenant search, and sign a live-in aide agreement prior to occupying the unit.

j. DHA generally will only approve one additional bedroom for a live-in aide. A live-in aide may have approved family member/s live in the assisted unit. On a case by case basis, and subject to unit availability, DHA may approve an additional bedroom as a reasonable accommodation. DHA 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 a 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 because there are not enough bedrooms in the unit to accommodate the additional family members of the live-in aide, the live in aide may not be approved.

k. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances.

III. Tenant Selection and Assignment Plan

A. Organizing the Applicant Waiting List

1. DHA has established and maintains site-based waiting lists at all properties including mixed finance properties to enable applicants to select the development in which they would like to reside.
2. An Applicant may apply for admission to any open waiting list.
3. When an application is processed for admission to the public housing program the Applicant's applications to any other DHA owned housing property will be removed from these site-based waiting lists whenever
   a. the applicant accepts a unit offer, or
   b. is denied admission due to ineligibility, or
   c. for failure to meet screening standards, or
   d. if the applicant refuses a unit offer without good cause.
4. For applicants who submitted an application to the DHA public housing program and to the DHA Housing Choice Voucher program (including HCV special programs), their HCV application will remain unaffected for actions taken in # 3 above.
5. Certain public housing properties are occupied mostly by the transfer of eligible residents (incentive transfers) who are high performing residents when such transferees are available. These properties include the following:
   a. Frazier scattered site homes,
   b. Scattered site homes,

c. Single family homes (TX 9-29, TX 9-30, TX 9-37, TX 9-40, and TX 9-42),

d. Frankford Townhomes,

e. Villas at Hillcrest, and

f. Any single-family homes to be developed in the future.

6. In the event the incentive waiting lists become exhausted, DHA will pull applicants from the scattered sites waiting list.

7. The Admissions office will monitor racial or ethnic demographic concentrations that may be caused by site-based waiting list choices.

8. The preferences described earlier in this policy will be used to establish the order of each site-based waiting list, and all applicants will retain their initial date and time of application.

9. DHA owns and manages multi-family properties with low income housing tax credits as part of its low rent public housing program. Housing tax credit properties may be comprised of housing units at different subsidy levels. Public Housing applicants seeking to reside in DHA owned low income housing tax credit properties are eligible to apply to any such unit regardless of the subsidy level; however, as a Public Housing program participant, their Tenant Rent is determined based on the standard HUD public housing formula for determining tenant rent. Residents pay no more than 30% of their household income for rent. This is discussed further in DHA's Procedure for Wait List Maintenance and Management.

B. Making Unit Offers to Transferees and Applicants

1. Certain transferees (emergency transfers, administrative transfers for priority 1, and administrative transfers for priority 2) will receive offers of housing before applicants from the waiting list. This procedure is outlined in this section below.

2. In all offers DHA shall not discriminate on grounds of race, color, sex, religion, national origin, disability, sexual preference, gender identity, or familial status. Also, see DHA *Procedure on Transfers.*

3. Specifically, the following order of offers applies:

Priority 1: Emergency transfers, such as due to physical hazard (mandatory transfer). **24 CFR § 966.4 (h)**

Priority 2: Emergency due to other causes, such as VAWA (optional transfer)

a. Administrative transfers in the following category order:

Priority 3: Reasonable accommodations as approved by DHA's Disability Rights Coordinator for residents with disabilities (optional transfer). 24 CFR § 8.4

Priority 4: DHA action that requires a unit to be vacated. Example: renovation, revitalization, demolition, or disposition of the building or complex (mandatory transfer).

Priority 5: New admission from the waiting list. (Not a transfer)

Priority 6: Occupancy standards - over housed or under housed (mandatory transfer) 24CFR §966.4(c)

Priority 7: Split family transfer - occupancy standards for under housed with at least 2 adults on the most recent lease, and must be for the addition of children through birth, adoption, or court awarded custody (mandatory transfer) 24CFR 966.4(c)

Priority 8: Tenant-Incentive - these transfers are non-mandatory transfers and may be available for Tenants that have resided in a development for at least one year and are in good standing.

4. To ensure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, sexual preference, gender identity, national origin, disability or familial status, the "one-offer" plan, will be used to make apartment offers to applicants or transferees from waiting lists. **24 CFR § 1.4(2)(ii)**
5. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.
6. An applicant/transferee must accept the vacancy offered or be removed from the waiting list, unless the applicant refuses the offer with good cause. (See DHA's *Transfer Procedure.*)
7. If an applicant family's size changes while on the waiting list, the family is required to contact DHA so they can be placed on the correct sub-list by unit size. If DHA discovers that a change in family size means that a family cannot be processed for a certain vacant unit, the family will be transferred to a list for the correct size of unit. Some sites may not have units of the size needed by the family and the family will be permitted to select a different site or up to three sites.
8. When application processing is delayed because of missing verifications or inconclusive screening information, a family's application will be suspended for up to 60 days until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary verification(s) are received, the suspended application will be placed in the applicant pool for consideration for a future vacancy when it occurs.
9. The applicant must accept any apartment offered within five calendar days of the later of;
    a. the date the offer is communicated (by email, phone, mail, or the method of communication designated by an applicant with disabilities), or
    b. the date they are shown the apartment or an equivalent apartment.
10. If the Applicant does not accept the unit offer within five calendar days, the Applicant will be withdrawn from the waiting list. Applicants may not receive an offer for public housing for 12 months from the date when they either refused a unit offer or failed to respond to a unit offer.
11. All offers made over the phone, via email, mail or electronically through RentCafe will be confirmed by first class letter and email. [13]
12. If more than one apartment (of the appropriate size and type) is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first.
13. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.
14. Applications will be removed from the waiting list in accordance with DHA's *Procedure on Removing Applications from the Waiting List*.

C. Accessible Units

1. Before offering a Uniform Federal Accessibility Standards (UFAS) accessible apartment to a non-disabled applicant, DHA will offer such units:
    a. First, to a current occupant of another unit of the same project, or comparable projects under common control, having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features, or if no such occupant exists, then b. **24 CFR § 8.27(a) (1)**
    b. Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility

[13] Or by the communication method requested by the applicant with a disability.

features of the vacant unit. **24 CFR § 8.27(a) (2)**

2. When offering an accessible/adaptable apartment to a non-disabled applicant, DHA will require the applicant to agree to move to an available non-accessible apartment within 30-days when a current resident or an applicant with a disability needs the accessible/adaptable apartment. This requirement is also reflected in the lease. **24 CFR § 8.27 (b)**
3. If no accessible unit is available for an applicant family that includes a member with a visual or hearing impairment, DHA will retrofit the unit (at DHA's cost) to be offered to the family to make it fully accessible for the family member's disability.
4. The Disability Rights Coordinator authorizes the placement of applicants with disabilities who need housing units with hearing/vision features, mobility features, or other accessibility features.

D. Administering the Applicant and Transfer Waiting Lists

1. Applications for admission and/or transfer to and within public housing properties (including public housing units at tax credit properties) will be processed centrally by the Admissions office. Initial preliminary application, waiting list management, screening, and assigning of housing (including transfers) will be made by the Admissions office. Offers may be made in person, in writing, or by phone from the Admissions office. Property Managers at each site, shows the unit, accepts the security deposit, signs the lease and issues keys.
2. DHA will be in charge of the application and transfer process for ALL public housing units/properties. Applications for admission to the market rate units at tax credit properties will be processed by site staff and audited monthly by DHA.
3. DHA has two possible types of transfers: emergency and administrative transfers. The definition of each is found in this document under the section "Transfer Policy".
4. Certain transfers take precedence over new admissions (see "Making Unit Offers to Transferees and Applicants" above, as well as later in this document under "Transfer Policy".)
5. Tenants who refuse a transfer offer without good cause will be removed from the transfer list and tenants who refuse transfers that are mandatory are subject to lease termination. **24 CFR § 966.4(c)(4)**
    a. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons cited in DHA's *Procedure on Good Cause for Refusal of Unit Offers* without losing their position on the transfer list.
6. Tenants may use DHA's *Grievance Procedure* if DHA is requiring them to transfer and they do not want to do so or if they believe DHA's action to facilitate the transfer is taking too long. **24 CFR § 966.50**

E. Monitoring Tenant Selection and Assignments

1. DHA will select applicants from its waiting list by conducting a lottery (random selection) each time it elects to select one or more applicants from a waiting list.
2. DHA will perform this random selection (lottery) using its Yardi software system.
3. DHA will maintain detailed records of each waiting list lottery to demonstrate that its selection methodology is accurate and impartial.
4. Detailed records of units offered, including the location, date, and circumstances, for each acceptance or refusal of an offer, will be maintained and monitored.

F. Fair Housing

1. It is the policy of DHA to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. DHA shall affirmatively further fair housing in the administration of its public housing program.

2. No person shall, on the grounds of race, color, sex (including gender identity and sexual orientation), religion, national or ethnic origin, familial status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under DHA's programs.

3. No inquiries shall be made about a person's sexual orientation or gender identity. However, DHA may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.

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

5. DHA will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. DHA will also assist them in completing the forms, if requested, and will provide the client with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

6. DHA will keep records of housing discrimination complaints, investigations, notices and corrective actions for five years.

IV. Leasing Policies

A. Anti-Fraud Policy

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

Although there are various types of fraud and program abuse that may be committed. The two most common are the failure to fully report all sources of income and the failure to accurately report all members residing in the assisted household. DHA shall warn applicants and residents of the consequences associated with engaging in fraud and program abuse.

When a fraudulent action / program abuse is discovered, DHA shall take action. It shall take one or more of the following steps depending on circumstances and what it determines appropriate:

A. Investigate, gather evidence, analyze the information and make a determination

B. Inform the applicant / resident of our findings and provide the client with an opportunity to present additional information

C. After a final determination is made, DHA may:

- Require the resident to immediately repay the amount in question;
- Require the resident to enter into a satisfactory repayment agreement
- Begin lease termination
- Refer the case for criminal prosecution;
- Refer the case to the HUD Office of Inspector General; or
- Take other action as DHA deems appropriate.

B. General Leasing Policy

5. Apartments will be leased without regard to race, color, religion, sex, age[14], sexual orientation, gender identity, national origin, disability, and familial status. **24 CFR §§ 1.4 and 100**
6. Each public housing unit must be the resident's sole residence. **24CFR§966.4(f)**
7. All units must be occupied pursuant to a signed DHA lease that complies with HUD's regulations **24 CFR § 966.4.**
8. DHA will not offer, nor move a family, into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4(e)**
9. The lease shall be signed by the head of household, spouse, and all other adult members of the family and by the authorized representative of DHA, prior to actual move-in. **24 CFR § 966.4 (p) Adult members of the family do not include live-in aides, and live-in aides will not sign the lease.**
10. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in. The explanation must be in a language understood by the resident, or in a manner intelligible to a person with disabilities.
11. Changes in family composition, income or familial status between the eligibility interview and leasing will be processed by the Admissions office (for applicants) and by site staff (for residents). Changes after the new admissions process is completed will be processed by the property manager or other authorized representative of DHA.
12. DHA's principles on security deposits are outlined below.
    a. Public Housing Properties:
        1) The Resident shall pay a security deposit at the time of leasing, or, with the permission of DHA, shall be permitted to pay part of the security deposit at leasing and the remainder over the first six months of tenancy as a charge in addition to the rent.
        2) The security deposit for new elderly or disabled families shall be the greater of $100 or one month's rent.
        3) The security deposit for new non-elderly and non-disabled families shall be the greater of $200 or one month's rent.
        4) For all current residents, the amount of security deposit already paid shall not be increased while the resident lives at any DHA property (including situations in which a family is transferred from one property to another).
        5) If a resident transfers from one property to another, the existing security deposit should be applied to the new unit and shall not be increased. If, after conducting a move-out inspection of the previous unit, damages or other charges are owed, DHA will charge the resident but will not use the security deposit to pay the charges. The disposition of the security deposit will only occur when the resident leaves the program.
        6) DHA will use the security deposit when the resident leaves the program to pay the cost of any rent or charges that are due and to reimburse DHA for the cost of repairing any damages caused by the Resident, any household member, household pet, guests or other persons beyond the tenant's control, beyond reasonable wear and tear.
        7) DHA shall mail to the forwarding address provided by the Resident, within 30 days of vacate date, an itemized statement listing any unpaid rent, damages allegedly caused to the premises and cost of repair, any remaining Security Deposit and a statement of resident rights to dispute. If DHA does not provide a written description and itemized list of damages and charges, the agency forfeits the right to

[14] Except at those properties that are properly designated for elderly families.

withhold any portion of the security deposit or to bring suit against the tenant for damages to the premises.

8) In accordance with Texas Property Code 93.009 (a), DHA is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives DHA a written statement of the tenant's forwarding address for the purpose of refunding the security deposit. The tenant does not forfeit the right to a refund of the security deposit or the right to receive a description of damages and charges merely for failing to give a forwarding address to DHA.

13. Pet deposits are in addition to the security deposit, and charged in accordance with DHA's *Pet Policy and Procedure*. Assistance animals verified to be needed by residents with disabilities are not considered pets and pet deposits are not applied or required. **24 CFR § 966.4(b)(5)**

14. If a resident transfers from one DHA apartment to another, a new lease will be executed for the dwelling into which the family moves prior to the family moving in**. 24 CFR § 966.4 (a)(ii)**

15. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either: **24 CFR § 966.4(c)**

    a. A new lease agreement will be executed, or

    b. A Notice of rent adjustment will be executed, or

    c. An appropriate rider will be prepared and made a part of the existing lease.

    d. All copies of such riders or insertions are to be dated and signed by the resident and by the President and CEO or other authorized representative of DHA. **24 CFR § 966.4 (o)**

16. At the time of leasing, the new resident will receive a copy of the applicable DHA lease and the following attachments:

    a. Pet Policy.

    b. Community Service Policy (public housing program residents only).

    c. Applicable City Ordinances.

    d. Other lease attachments as stipulated in Part 1 of the Lease.

17. If, at any time, the head of household dies or permanently leaves the unit for any reason (e.g. institutionalization, forming a new household elsewhere), DHA will permit the remaining members of the family to remain in the unit so long as:

    a. The remaining family member(s) report the death or departure of the head of household within 10 days of the occurrence;

    b. There is still at least one member who was listed on the lease for the apartment; and

    c. The remaining members of the household includes a person who is either an adult or an emancipated minor capable of executing a lease.

    DHA retains discretion to waive the above requirements on a case-by-case basis if good cause exists.

18. Residents are not permitted to allow roomers or boarders to occupy their apartments. Violation of this provision is grounds for lease termination.

19. Residents are not permitted to allow a former resident of DHA who has been evicted to occupy their unit, even as a visitor. Violation of this provision is grounds for lease termination.

20. Residents must advise DHA if they will be absent from the apartment for more than 7 days. Residents shall notify the manager, secure the apartment, and provide a means for DHA to contact the resident in an emergency. Failure to advise DHA of an extended absence is grounds for termination of the lease.

C. Showing Units Prior to Leasing

1. Applicants may have an opportunity to see the unit being offered, or a similar sample unit, before they accept the offer and lease the apartment in accordance with DHA's *Procedure on Showing Units Prior to Leasing***.**
2. DHA will not show nor move a family into a unit that does not meet basic habitability standards, including applicable DHA occupancy standards.

D. Additions to and Deletions from the Resident Family and Household

1. Only persons listed on the most recent certification form and lease, or added in accordance with law or DHA's Family Composition Change Procedure**,** shall be permitted to occupy a dwelling unit. **24 CFR § 966.4(a) (v)**
2. Children will be added to a family's household, if they are born to, or adopted by a family member, or a court awards custody to an adult family member listed on the lease.
3. Generally, DHA will approve the addition of an adult family or household member when that individual passes screening, is not currently residing in a HUD assisted unit, and does not overcrowd the family in the unit they currently occupy.
4. Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.

E. Visitors

1. Overnight visitors are permitted in a dwelling unit so long as they have no previous history of behavior on DHA premises that would be a lease violation.
2. Residents must register all of their overnight visitors. The registration form permits DHA to run a criminal history check on adult visitors who stay overnight; however, DHA will not run a criminal history check on a visitor unless DHA has reason to believe the visitor actually lives in the DHA unit or if DHA receives complaints about the visitor's behavior from other residents or law enforcement personnel or if DHA has reasonable cause to believe that the person poses a threat to the health, safety or welfare of anyone on the property.
3. In DHA properties, a guest may visit overnight for a total of 14 days/nights in any twelve month period.

V. Transfer Policy

A. General Transfer Policy

1. Transfers are made within and between properties without regard to race, color, sexual orientation, gender identity, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. Transfers will be made in accordance with DHA's *Transfer Procedure.* **24 CFR § 100.5**
2. Residents will not be transferred to a dwelling unit of equal size, except to alleviate hardship of the resident or other undesirable conditions as determined by the Chief Operating Officer or designee, as an approved reasonable accommodation request or as an incentive to high performing residents.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers, or the removal of the household from the transfer list for voluntary transfers. **24 CFR § 1.4(2)(ii) This does not apply to VAWA transfer requests. See *DHA's VAWA Procedure.***
4. There is no notice requirement for emergency transfers. All other categories of transfers will be given the appropriate amount of notice required by the laws of the State of Texas.
5. When possible, DHA will allow a resident in good standing to choose the property to which to transfer for rehabilitation or redevelopment units, so long as there are units of the right size and right type for the resident being transferred. Residents who are subject to mandatory transfers do not have the right to wait until a suitable unit is available at the property they prefer, rather each resident will receive a choice of the units available that are the right size and type.
6. Except for VAWA transfers, residents cannot be transferred across housing programs. This includes transfers

from public housing (including ACC units in tax credit properties) to tax credit market rate housing, but residents can be transferred within such properties. In rare occasions and at DHA's sole discretion, an exception to # 6 may be authorized by the DHA President and CEO, resulting from extenuating circumstances.

7. A resident may submit a written request to transfer. The request must identify the name and current address of the requesting party, the name of the property in which they currently reside, the reason for the transfer, the name of the property (s) which they would like to transfer to, the number of bedrooms they are seeking, and any specific criteria they are seeking in the unit transfer. The request shall be submitted to their Property Manager.
8. The Property Manager shall review the request and submit the request to the Admissions Office for processing.
9. Residents with disabilities or a member who has disabilities may submit a request to transfer as a request for a reasonable accommodation. Such requests shall be submitted to DHA's Disability Rights Coordinator.
10. DHA will keep a list of tenants' requests for transfers and DHA's responses, including noting the date of the request for transfer, the name of the resident making the transfer request, the date of DHA's response, the content of the response, the date the resident is told they may move, and the date of the actual move.

B. Types of Transfers and Priority of Transfers

Resident transfers from one unit to another may occur for a variety of reasons. Some are resident initiated while others are DHA initiated. There may arise emergency circumstances under which alternate accommodations for the Resident must be provided, that may or may not require a transfer. The Resident may request a transfer to a different unit as a reasonable accommodation or an VAWA request. The Disability Rights Coordinator authorizes transfers of tenants with disabilities. DHA has established the following procedures to manage all transfer requests. The order in which families are transferred shall be hierarchic by category set forth below.

Emergency transfers are certain situations that present life threatening or hazardous conditions that require emergency transfers. The emergency transfer differs from a typical transfer in that it requires immediate action by DHA. Emergency transfers are mandatory, and are not subject to the 'good standing rule'. Examples of emergency transfers are: Physical hazards to the unit, such as fire damage, gas leak, lack of water, lack of heat during winter season, toxic contamination and serious water leak. Victims of VAWA may also qualify for an emergency transfer. **24 CFR § 966.4(h)**

1) DHA is not required to give prior notice of an Emergency Transfer.
2) Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers; however, the resident will be charged for the damages caused to the apartment and, if applicable, lease termination may be initiated[15]. **24 CFR § 966.4(h)**
3) Refusal to accept an emergency transfer may be grounds for lease termination and eviction.
4) Specifically, the following order of offers applies:

Priority 1: Emergency transfers, such as due to physical hazard (mandatory transfer). **24 CFR § 966.4 (h)**

Priority 2: Emergency due to other causes, such as VAWA (optional transfer)

a. Administrative transfers in the following category order:

Priority 3: Reasonable accommodations as approved by DHA's Disability Rights Coordinator for residents with disabilities (optional transfer). 24 CFR § 8.4

[15] Resident may challenge any charges for damages by using the DHA Grievance Procedure.

Priority 4: DHA action that requires a unit to be vacated. Example: renovation, revitalization, demolition, or disposition of the building or complex (mandatory transfer).

Priority 5: New admission from the waiting list. (Not a transfer)

Priority 6: Occupancy standards - over housed or under housed (mandatory transfer) 24CFR §966.4(c)

Priority 7: Split family transfer - occupancy standards for under housed with at least 2 adults on the most recent lease, and must be for the addition of children through birth, adoption, or court awarded custody (mandatory transfer) 24CFR 966.4(c)

Priority 8: Tenant-Incentive - these transfers are non-mandatory transfers and may be available for Tenants that have resided in a development for at least one year and are in good standing.

C. Residents in Good Standing

1. Except for VAWA requests, requests for reasonable accommodation by persons with disabilities and Emergency Transfers (Health and Safety), residents requesting a voluntary transfer (*other than those with exceptions*) will be considered only if the head of household and other family members and guests under the resident's control:
   a. Are current on rent without unpaid balance at any time in the past 12 months, or current on a repayment agreement for the past 12 months; and
   b. Are current on utility payments to DHA or to utility supplier, or are current with any repayment agreement with DHA or utility supplier; and
   c. Are in compliance with the terms of the lease and any additional terms required to be added to that lease by federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease; and
   d. Meet reasonable housekeeping standards and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping; and
   e. Have not destroyed, defaced, damaged, or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse; and
   f. For all resident incentive transfers, a one-year record of timely payment (rent and other charges), good housekeeping record, and no lease violations is required.
2. Exception to the good standing record requirement will be made by DHA staff, taking into account the recommendation by the manager, and with written approval of the Director of Housing Operations.
3. Absent a determination of exception, the following policy applies to transfers:
   a. If back rent is owed, the resident will not be transferred until a payment plan is executed or, if prior payment plans have failed, back rent is paid in full.
   b. A Resident with housekeeping standards violations will not be transferred until the Resident passes a follow-up housekeeping inspection.

D. Cost of Transfers

1. DHA will pay the moving costs associated with transfers it initiates, and reasonable accommodation transfers, but not those due to changes in family size (overcrowding and over housing), or change in income tier.
2. DHA will pay moving costs for tenants without disabilities who occupy a housing unit with hearing/vision features or a mobility features who are required to relocate in order to make a housing unit available to

person(s) with disabilities.

3. In instances where DHA pays the costs associated with unit transfers, DHA will pay reasonable moving expenses, including the cost of disconnecting and reconnecting utilities.
4. Transfers in connection with modernization or revitalization will include moving expenses, including the cost of disconnecting and reconnecting utilities.

E. Transfers at Section 8 project-based and Housing Tax Credit Properties

1. In the development of affordable housing, DHA has utilized various financing tools resulting in subsidy layering at some of its properties. As a result, some DHA properties are purely Public Housing while other include Public Housing, Low Income Housing Tax Credits, Market Rate units, Tenant based Housing Vouchers and Project-based Vouchers.
2. Because DHA operates properties under multiple programs, public housing tenants may not be able to transfer to certain units or to certain properties because of the subsidy type. In such instances, if the resident desires to relocate to a project-based unit or desires a tenant-based housing voucher, the public housing resident is not eligible for a transfer however; the public housing resident may submit an application on the DHA Rent Café Portal to apply.
3. Current tenants living in Section 8 project-based units or low income housing tax credit units may be transferred within the property in which they reside, but not to other developments. These transfers, if required, will be handled by DHA's housing operations department authorized by the Director of Housing Operations in coordination with the VP of Housing Voucher programs.

VI. Annual Re-examinations of Income and Family Circumstances

A. Eligibility for Continued Occupancy

1. Residents who meet the following criteria will be eligible for continued occupancy:
   a. Qualify as a family as defined in Section XIII of this policy.[16]
   b. Do not own net family assets that exceed $100,000 (as adjusted for inflation) per final rule Section 104 of HOTMA
   c. Do not own real property 'suitable for occupancy' per final rule Section 105 of HOTMA. A property may be considered 'not suitable for occupancy' if the family demonstrates that it: does not meet the disability-related needs for all members of the family; is not sufficient for the size of the family; is not safe to reside in because the person is a victim of domestic violence, sexual assault or stalking and is in fear of harm if they were to reside in the property; is not safe to reside in because of the physical condition of the property.
   d. Are in full compliance with the resident obligations and responsibilities, as described in the dwelling lease, as documented by a lack of lease violation notices in their files. **24 CFR § 966.4(f)**
   e. All family members each have verified Social Security Numbers. **24 CFR § 5.216**
   f. Meet HUD standards on citizenship or immigration status, or are paying a pro-rated rent. **24CFR§5.5**
   g. Are in compliance with DHA's community service requirements, if applicable.[17]
   h. Have satisfactorily completed their annual recertification.
   i. Have not exceeded the HUD maximum income threshold for public housing residents (see Section 960.257(a)(5).

[16] For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18.
[17] Applicable to certain adults who are not exempted because they are elderly, disabled and unable to work, working, or participating in qualifying educational or job training programs.

B. Asset Limitations - Annual Recertifications and Interim Redeterminations

1. Net Family Assets: For households that have verified net family assets that exceed $100,000, DHA will enforce the asset limitation. When the determination is made that the net family assets exceed $100,000, DHA will initiate termination or eviction proceedings within six months of the income examination that determined the family was out of compliance.

C. Remaining Family Members and Prior Debt

1. If the head of household dies or leaves the unit, continued occupancy by remaining family members is permitted only if:
   a. The family reports the departure (or death) of the head of household within 10 days of the occurrence, unless good cause exists;
   b. The family includes a member who can pass screening, and is either of legal age to execute a lease, or is a court-recognized emancipated minor; and
   c. The new head of household signs a new lease within 10 calendar days of the departure/death of the former head unless good cause exists.
2. Remaining family members age 18 years or older will be held responsible for debts incurred by the former head or spouse.
3. DHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the debt incurred *before the remaining member attained age 18*.

D. Re-examinations

1. Regular Annual Re-examinations: DHA shall, at least once every 12-months, re-examine the family composition and incomes of all resident families, except that public housing families paying flat rent shall have their incomes re-examined only every three years. DHA may take a streamlined approach to the verification of income for families with fixed incomes, using COLA[18] percentages and interest rates rather than independent verification. **24 CFR § 960.257**
2. For a family with total net assets equal to or less than, $50,000, DHA may accept, for purposes of recertification of income, a family's declaration that it has net assets equal to or less than $50,000, without taking additional steps to verify the accuracy of the declaration. **24 CFR § 982.516**
   a. If a family submits such a declaration, the declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.
   b. A PHA must obtain third-party verification of all family assets every 3 years.
3. Special re-examinations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special re-examination will be scheduled every 120 days until a reasonably accurate estimate of income can be made. **24 CFR § 5.609(d)**
4. A special re-examination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder. **24 CFR § 960.257**
5. Zero-income families: Unless the family has income that is excluded for rent computation (e.g. the family receives state funding for the care of foster children), families reporting zero income will have their circumstances examined every 90 days until they have a stable income. As required by federal regulations, monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other

[18] Cost of living allowance.

than the payment or reimbursement of medical expenses shall be considered income. **24 CFR § 5.609**

6. If DHA is terminating the lease of a resident when the resident is scheduled for re-examination, the re-examination will be completed but a new lease will not be executed:
   a. If DHA prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted.
   b. If the resident prevails in the lease termination action, a new lease will be executed.
7. Action following re-examination: If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued. **24 CFR § 966.4(a)(3)**
   a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy, and moved to an appropriate apartment when one becomes available. 24 CFR § 966.4(c)(3)
   b. The notice of rent adjustment will include the new rent, the date when the new rent takes effect, and the fact that the resident has the right to request a grievance hearing if the Resident disagrees with, or does not understand the new rent.
   c. Effective date of adjustments:
      1) Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.
      2) Rent decreases go into effect the first of the month following the report of a change.
      3) Income decreases reported or verified after the tenant accounting cut-off date, will be effective the first of the second month, with a credit retroactive to the first month.
      4) Rent increases (except those due to misrepresentation) require 30-day advanced notice and become effective the first day of the following month.
      5) Rent increases due to misrepresentation of information by the family, are applied retroactive to the first of the month following the event that was misrepresented or not reported.
8. Over Income Families: After a public housing resident's household income has exceeded 120 percent of the area median income (AMI) for two consecutive years, DHA must terminate the family's tenancy within six months of the second income determination.

   a. 120 percent of AMI, as published annually by HUD, is referred to as the "over income limit".

   b. When DHA becomes aware, by annual or interim re-examination, that a family's income exceeds the applicable income limit, DHA will document such information in the family's file to compare with the family's income one year later.

      1) If the family's income at next re-examination, continues to exceed the over income limit, then DHA must provide written notification to the family. Notification must specify that if the family's income continues to exceed the over income limit for two consecutive years, the family will be subject to termination in compliance with the HUD regulations and in accordance with DHA's over income policy.

      2) If the family's income decreases below the over income limit during the first or second year, then the over income procedures that would otherwise lead to termination of rental housing assistance no longer apply. The family is entitled to a new two-year grace period and the two-year clock resets, and starts over should the family's income exceed the over income limit again in the future.

   c. Over income limit thresholds and an example of timelines are outlined in the tables below:

Sample Timeline (Over Income at Annual Recertification)

Clock	Re-examination Date	Re-examination Type	Income Status	DHA Action
Year 0	8/1/2015	Annual	Low-Income	*Complete re-examination.*
Begin 2 year clock	8/1/2016	Annual	Over-Income	*DHA staff must document over-income status for re-verification one year later. Notice to the client is not required at this point.*
1 year later; half-way through 2 year clock	8/1/2017	Annual	Over-Income	*DHA conducts annual re-examination to compare current income with that of one year ago. Send written notice to family of over-income status for one year. If over-income for two consecutive years, then housing assistance may be terminated.*
1 year later; complete 2 year clock	8/1/2018	Annual	Over-Income	*Send written notice to family of over-income status for two consecutive years. Housing assistance will be terminated 6 months from the date of this letter.*

Sample Timeline (Over Income at Interim Recertification)

Clock	Re-examination Date	Re-examination Type	Income Status	DHA Action
Year 0	8/1/2015	Annual	Low-Income	*Complete re-examination.*
Begin 2 year clock	11/1/2015	Interim	Over-Income	*DHA staff must document over-income status for re-verification one year later. Notice to the client is not required at this point.*
	8/1/2016	Annual	Over-Income	*Document over-income status. Notice to the client is not required at this point.*
1 year later; half-way through 2 year clock	11/1/2016	Interim	Over-Income	*DHA conducts interim re-examination to compare current income with that of one year ago. Send written notice to family of over-income status for one year. If over-income for two consecutive years, then housing assistance may be terminated.*

	8/1/2017	Annual	Over-Income	*Document over-income status. Notice to the client is not required at this point.*
1 year later; complete 2 year clock	11/1/2017	Interim	Over-Income	*Send written notice to family of over-income status for two consecutive years. Housing assistance will be terminated six months from the date of this letter.*

VII. Interim Rent Adjustments - Modified Fixed Rent System

A. Interim Adjustments to Rent between Regular Re-examinations

1. Residents are required to report any and all changes in family composition, income, or status to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction and may result in lease termination. In order to qualify for rent reductions, residents must report income decreases promptly.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved according to DHA's Verification Procedure (610-1.2) 24 CFR § 960.259(c).
3. DHA may make a determination that the resident's failure to report information timely was due to circumstances outside of the family's control and that the adjustment in Tenant Rent will be implemented retroactively. Situations that may warrant a retroactive rent decrease might include late reporting due to (but not limited to): Medical emergency, Natural disaster, and/or Disruptions to PHA operations. When the determination is made that the failure to report timely was outside of the family's control, then a retroactive decrease may be applied beginning on the later of the first of the month following the date of the actual decrease in income.
4. DHA will process interim changes in rent in accordance with the chart below:

• *INCOME CHANGE*	• *DHA ACTION*
(a) Decrease in income for any reason, except for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules[19], or will decrease annual income by less than 10 percent.	*• Process interim rent reduction if income decrease will last more than 30 days, is not subject to Imputed Income rules or is more than 10 percent of annual income.* ***24 CFR § 5.609***
(b) Increase in verified family deductions	*• Process interim rent reduction if income decrease will last more than 30 days and reduces annual income by more than 10 percent.* ***24 CFR § 5.609***
(c) Increase in income following PHA granting interim rent decrease.	*• Process interim rent increase for income increases after interim rent reductions.*
(d) Increase in earned income from the employment of a current household member.	*•Defer rent increase until next regular reexam unless the family has had an interim rent reduction in the reexam period.* ***24 CFR§ 960.255***

[19] Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions **(24 CFR § 5.615)**.

(e) Increase in unearned income (e.g., COLA adjustment for social security).	• *Defer rent increase to the next regular reexam unless the increase is more than 10 percent of annual income.*
(f) Increase in income because a person with income (from any source) joins the household.	*Conduct an Interim Redetermination of the family's income and raise the rent.*
(g) Increase in income because Tenant misrepresented income or deductions.	*Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation.*
(h) Increase in monetary or non-monetary income after Resident claims zero income	• *Process an interim rent increase.*

1. DHA will process an interim increase in rent only if
   a. The change in income will be a decrease or increase of more than 10 percent of annual income.
   b. the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have[20]; or
   c. the resident's income increases after the resident was granted an interim decrease in rent; or
   d. the resident reported zero income and has a verified increase in income (that may be a non-monetary contribution); or
   e. a person with income joins the household.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by DHA. 24 CFR § 960.259(c)
3. DHA will process interim decreases in rent as follows:
   a. When a decrease in income is reported, and PHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
   b. The PHA will not process interim rent decreases if the reduction in the annual income is less than 10 percent of annual income.
   c. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed except in the three months before the family's next regular reexamination.
4. Residents granted a reduction in rent are required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases, or it is time for the next regularly scheduled reexamination, whichever occurs first.
5. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:

   a. Welfare department has reduced the grant because of welfare fraud; or

   b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.

6. If a resident challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.
7. If the welfare department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction granted in "8" above.
   If the welfare department overturns the grant reduction, no retroactive balance is owed. Complete

[20] PHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

verification of the circumstances applicable to rent adjustments must be documented and approved according to DHA's Procedure on Verification of Information 24 CFR § 960.259(c)

B. Interim Changes in Family Composition

1. All changes in family composition must be reported within 10 days of occurrence. Certain types of changes do not require DHA advance approval, but they must be reported within 10 days if occurrence, including:
   a. Someone listed on the lease leaving the unit; or
   b. Birth, adoption, or court-awarded custody of a child.
2. Additions of the following person(s) must be requested in writing and require written approval from DHA before the person(s) may move into the apartment:
   a. Adult family member (including a new spouse);
   b. Foster child or children;
   c. Foster adult;
   d. Live-in aide; or
   e. Child in kinship care.
3. All adults who are proposed for addition to a family or household must be screened by the housing operations department and, with the exception of live-in aides, must not overcrowd the unit. See DHA's *Procedure on Additions to and Deletions from the Household***.**
4. All requests to remove a household member (e.g. as a result of the member being involved in criminal activity that threatens the entire family with program termination), must be accompanied by substantial supporting documentation that the member to be removed from the assisted household now resides at another address. The member to be removed may appear at DHA in person to remove themselves, or may provide documentation of their move to the HOH. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location. The HOH will be given 10 days to provide such documentation. In the event that the family member who is being removed is uncooperative and refuses to provide such documentation, the HOH must provide a written statement that describes why the member is being removed from the assisted household, and why no other documentation of that move is available. If the HOH fails to respond with either supporting documentation or written statement, then the household will be recommended for termination of housing assistance.
5. When the change in family size would require the family to transfer to a smaller or larger unit, the family will be placed on the central transfer list as soon as the change in family circumstances is verified. Transfers will be processed in accordance with this policy and DHA's *Procedure on Transfers*.

VIII. Lease Termination Policies

A. General Policy on Lease Terminations for Public Housing Subsidy Properties

1. Either DHA or a resident may terminate tenancy at any time, in accordance with all applicable federal, state, and local laws and the lease terms. **24 CFR § 966.4(l)**

B. Resident-initiated Lease Terminations for Public Housing Subsidy Properties

1. A resident may terminate tenancy by providing 30 days' written notice to DHA or housing manager in accord with DHA's *Procedure on Lease Terminations.*

C. DHA-initiated Lease Terminations for Public Housing Properties

1. DHA shall terminate the lease only for serious or repeated violations of the material provisions of the lease or other good cause. **24 CFR § 966.4(l)**

2. The DHA shall give written notice of proposed lease termination in the form required by the lease and applicable regulations and in accordance with the state laws and local laws, in English or Spanish, or, in the case of a resident with disability, in the format requested by the resident. **24 CFR § 966.4(l)**

3. In accordance with the lease and grievance procedure, DHA shall notify the resident in the lease termination notice of the resident's grievance rights if the lease termination is subject to the grievance procedure.

   a. For properties participating in Texas Department of Housing and Community Affairs (TDHCA) programs such as the Low Income Housing Tax Credit program, owners should be aware that TDHCA has promulgated a rule requiring certain items in any non-renewal or termination notice allowed under program rules. Under the rule, owners must provide:
      i. the specific reason for the termination or non-renewal;
      ii. information on residents' rights under the Violence Against Women Act (VAWA), if the development is subject to VAWA;
      iii. information on how a person with a disability may request a reasonable accommodation in relation to such a notice; and
      iv. information on the appeals process if one is used by the property. See 10 TAC 10.610 (Tenant Selection Criteria).

   b. DHA is sensitive to the possibility that certain actions of a resident may be related to, or the result of, domestic violence, dating violence, sexual assault, or stalking (see Definitions in Section XIII), and will offer a resident in this situation an opportunity to certify to such facts.

   c. The Violence Against Women Act (VAWA) protects individuals who are the victims of such crimes and misdemeanors, known collectively as VAWA crimes, from lease termination and eviction for criminal activity related to their victimization.

   d. Victims have 14-days to certify (on HUD 5382) or provide other documentation to certify their status as a victim.

      1) DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:

         i. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".

         ii. Providing other 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 side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this procedure.

         iii. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.

   e. Victims of VAWA crimes *may* qualify for an emergency transfer if they either reasonably believe there is a threat of imminent harm from further violence if they remain in their dwelling unit, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.

   f. Notice is provided to applicants and residents liberally at admission, recertification, termination, and denial of assistance on HUD 5380.

   g. Detailed procedures on emergency transfers are covered in DHA's VAWA *Procedure*

D. Notification Requirements for Public Housing Subsidy Properties

1. The DHA's written Notice of Lease Termination will state the reason for the proposed termination, the section of the lease violated, the details of the reason for termination, the date the termination will take place, and will indicate the tenant's rights to a Grievance Hearing.
2. The Notice of Termination may run concurrent with any Notice to Vacate or other notification required by Texas law.
3. Texas Property Code 24.005 Notice to Vacate Prior To Filing Eviction Suit (f), except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.
4. When DHA terminates the lease, written notice will be provided as follows:
   a. 14 days prior to termination for failure to pay rent;[21]
   b. Three (3) days prior to termination, consistent with the exigencies of the situation in cases of violent or drug-related criminal activity that threatens other residents, staff, or neighbors of the property; or
   c. At least 30 days prior to termination in all other cases.

E. Eviction Actions for Public Housing Properties

1. DHA may evict a resident only by bringing a court action.
2. The constable's office or another legally authorized department is the only entity authorized to execute an eviction.
3. If DHA files an eviction action against a resident and prevails, the resident will be liable for court costs, including attorney's fees, if those specific costs have been awarded by a judge in a final judgment, all appeal rights have been exhausted, and all applicable deductions pursuant to that judgment have been made. Such attorneys' fees or costs shall not be assessed to a resident's ledger unless and until the fees and costs have been awarded by a judge in a final judgment.
4. DHA will distinguish between past due rent and past due non-rent charges on any petition for eviction and will provide tenants with a ledger showing all outstanding charges attached to the Lease Termination notice.
5. DHA will only pursue collection costs for attorney's fees when those specific costs have been awarded in a final judgement, and all rights to an appeal have been exhausted and all applicable deductions pursuant to that judgement has been made. Such attorney's fees and costs will not be assessed to a resident's ledger unless and until the fees and costs have been awarded by a judge in a final judgement.
6. Other non-rent charges will not be assessed to a resident's ledger unless and until the tenant has been provided a Notice of Charge containing an explanation of the charge(s) and how to dispute the charge(s) through the grievance process.
7. DHA will include a "Reasonable Accommodation Rights" paragraph in all eviction notices that explains that tenants with disabilities may qualify for a reasonable accommodation to stop DHA from pursuing an eviction, if for example, the tenant's disability is related to the reasons for eviction, if an accommodation would not pose an undue financial or administrative burden to Respondent, and if, with an accommodation in place, the tenant will not pose a direct threat to others. This paragraph shall provide instructions on how

[21] HUD Notice PIH 2021-29 requires nonpayment of rent eviction notices to extend from 14 days to 30 days.
Dallas Ordinance No. 31521 requires DHA to give tenants a 21-day notice of possible eviction prior to any notice to vacate for nonpayment of rent.

to make a reasonable accommodation request, including the Disability Rights Coordinator's contact information, and contact information for local legal services providing disability rights services.

8. DHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease. The resident must prove this defense by the preponderance of the evidence.
9. In deciding whether or not to evict for criminal activity, DHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effect that the eviction would have on family members not involved in the proscribed activity.
10. In appropriate cases of criminal activity by a family member other than the head or spouse, DHA may permit continued occupancy by remaining family members, and may impose a condition that the remaining head of household agree to not permit the family member(s) who engaged in the proscribed activity to either reside in or visit the dwelling unit or the property.
11. DHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.
12. DHA may require that the remaining family members live in strict compliance with the lease and that the family execute an agreement for an appropriate period of time.
13. Once an eviction occurs, DHA shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

F. Record keeping Requirements for Public Housing Properties

1. A written record of every termination and/or eviction shall be maintained by DHA, and shall contain the following information:
    a. Name of resident, resident's race and ethnicity, number and identification of apartment occupied;
    b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
    c. For lease terminations for criminal activity, a note in the file with the date, case number, and source of information relating to the notice of arrest or the incident report;
    d. For lease terminations for cause, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;
    e. Specific reason(s) for the notice(s), with section of the lease violated, and other facts pertinent to the issuing of the notice(s) described in detail;
    f. Date and method of notifying resident;
    g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions;
    h. Copy of the served Termination Notice;
    i. Copy of any agreed settlement orders; and
    j. Copy of any post-judgment agreements.

G. General Policy on Lease Termination for Non-Public Housing Properties

1. Non-public housing subsidy properties refer to those such as Section 8 project-based properties, multifamily properties, and housing tax credit units not receiving HUD operating subsidy.
2. Either DHA or the resident may terminate tenancy at any time in accordance with all applicable federal, state, and local laws and the lease terms.

H. Resident-initiated Lease Terminations for Non-Public Housing Properties

1. Resident may terminate tenancy by providing 30 days' written notice to DHA or housing manager in accordance with DHA's *Procedure on Lease Terminations.*

I. DHA-initiated Lease Terminations for Non-Public Housing Properties

1. DHA or its manager shall terminate the lease only for substantial lease violations or repeated violations of the lease that disrupt the livability of the community, adversely affect the health, safety, or right to peaceful enjoyment of the leased premises of any tenant, interfere with the management of the community, or have an adverse financial effect upon the community, or failure to carry out obligations under the State of Texas Property Code or other good cause (only at the expiration of the lease term).
2. Manager shall give written notice of proposed lease termination in the form required by the lease, and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.
3. Although in HUD regulations, project-based Section 8 and housing tax credit units that do not receive HUD operating subsidy are not subject to the public housing grievance procedure, DHA has chosen to make this forum available in all the properties it manages, except in DHA owned properties with market rate units not covered by Low Income Housing Tax Credit program, and are not occupied by a participant in the project-based or tenant-based Housing Voucher program. Consequently, in accordance with the grievance procedure rules, DHA shall notify the resident in the lease termination notice of the resident's grievance rights if the lease termination is subject to the grievance procedure.

    a. DHA is sensitive to the possibility that certain actions of a resident may be related to, or the result of, domestic violence, dating violence, sexual assault, or stalking (see Definitions in Section XIII), and will offer a resident in this situation an opportunity to certify to such facts.

    b. The Violence Against Women Act (VAWA)prohibits an applicant or tenant from having their lease terminated or being evicted from housing on the basis or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the tenant otherwise qualifies for occupancy. 24 C.F.R. 5.2005(b)(I). .

    c. Victims have 14 days to certify (on HUD 5382) or provide other documentation to certify their status as a victim.

        1) DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:

            i. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".

            ii. Providing other 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 side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this procedure.

            iii. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.

    d. Victims of VAWA violence *may* qualify for an emergency transfer if they either reasonably believe there is a threat of imminent harm from further violence if they remain in their dwelling unit, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.

    e. Notice of VAWA rights is provided to applicants and residents at admission, recertification, termination, and denial of assistance on HUD 5380.

f. Detailed procedures on emergency transfers are covered in DHA's *Procedures on VAWA Crimes*.

IX. Utilities

A. Resident-Paid Utilities

1. The following requirements apply only to residents living in developments with resident-paid utilities: **24 CFR § 965 & 966.4(b)(2)**

   a. In units with resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease, and failure to pay in a timely manner that results in the transfer of payments to DHA in order to avoid the resident's utilities being turned off is a serious violation of the lease, subject to lease termination. **24 CFR § 960.253(c)(3) and 966.4(b)**

   b. If a resident or applicant is unable to get utilities connected in the Resident or Applicants his/her own name because of bad credit or a previous balance owed to the utility company at a prior address, the resident or applicant will not be permitted to move into a unit with resident-paid utilities. Depending upon the size and type of unit an applicant needs, the inability of an applicant to get utilities connected may cause the application to be rejected. **24 CFR § 960.203**

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

   d. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of apartment occupied. **24 CFR § 5.609**

   e. Residents who pay their utility bills directly and are paying an income-based rent have the amount of rent owed to DHA reduced by the amount of the utility allowance. In other words, the resident's total tenant payment, less the utility allowance equals the tenant rent owed to DHA.

   f. When a resident's total tenant payment is less than the utility allowance, DHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier. **24 CFR § 5.632.** When the value of the utility reimbursement is less than $15 per month, reimbursements will be paid quarterly rather than monthly.

   g. Residents on whose behalf utility reimbursements are paid to the utility company are required to pay the utility supplier for any use in excess of that covered by the utility allowance.

   h. If the resident's actual utility bill is less than the utility allowance, the resident receives the savings.

   i. Residents who have elected to pay a flat rent do not receive a utility allowance. The value of the utilities paid by the resident have already been deducted from the flat rent.

B. Excess Utility Charges

1. In some specific DHA properties, individual units are "check-metered". In DHA developments that are "check metered", the gas utility runs through a master meter for the property and on to sub-meters (also known as check-meters) for each individual dwelling unit. As a result, residents have a consumption-based utility billing along with DHA's consumption-based utility allowance, reflective of the size and type of unit and actual equipment provided by DHA. Check meters are read by DHA and each tenant is charged only for their utility consumption in excess of the utility allowance at the rate paid by DHA.

2. In buildings where utilities are not individually metered and there are no check meters, DHA may make excess utility charges for the use of certain resident-supplied appliances in excess of those supplied by DHA. Examples include:

   a. Second refrigerator;

   b. Freezer.

C. Reasonable Accommodations and Utility Allowances

1. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances, if there is a verified need for special equipment because of the disability, which can be evaluated through the request for reasonable accommodation procedure.

   24 CFR § 8.4 and 966.7

D. Utility Allowance Schedule

1. DHA shall perform an update of its utility allowances in strict accordance with applicable HUD regulations. DHA utilizes the professional services of a third-party subject matter expert to update its utility allowance schedule applying current market rate data as required.
2. DHA shall inform its residents of any changes to the utility allowance schedule
3. DHA shall make its utility allowance schedule effective on January 1 applying the impact of the utility allowance schedule at the resident's next regularly scheduled annual recertification.

X. Flat Rents (Public Housing Subsidy Units Only)

1. Flat rent payments are available to participants in the public housing program only. Flat rents are not available to households who are occupants of Market Rent units or residents of DHA owned developments who participate in the Housing Choice Voucher program or Project-based Voucher program.
   a. Flat rents shall be determined in accordance with HUD regulations.
   b. Flat rents vary by apartment size and type, and also by development location.
   c. Flat rent payers do not receive a utility allowance. An apartment with resident-paid utilities will have a lower flat rent than the same apartment with development-paid utilities.

A. Annual Update of Flat Rents

1. DHA shall review the flat rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on HUD's published small area fair market rents.
3. When a resident chooses flat rent, the Resident's rent shall be adjusted only at the next annual re-examination, rather than when DHA may revise the flat rents.

B. Choice of Rent

1. Once each year, beginning with admission and continuing at each annual re-examination, each family is offered a choice between paying the income-based rent and the flat rent, applicable to the unit they will be occupying.
2. Because of the way the federal law is written, choice of flat rent may only be offered at admission and annual re-examination.

C. Recertification of Families on Flat Rents

1. Families paying flat rents are required to recertify income only every three years, rather than annually. They are required to participate in annual re-examinations to ensure that apartment size is still appropriate and community service requirements (if applicable) are met. **24 CFR § 960.257 (a)(2)**

D. Hardship Reduction in Flat Rents

1. If a resident who opted for flat rent experiences a decrease in income, the Property Management staff (starting with the assigned leasing professional) will perform an interim re-examination of Income.
2. If the reduction in income will last more than 30 days, property management will reduce rent to the income-based rent based on verified income information. **24 CFR § 960.253 (f)**

3. If the Resident's income rises again before the annual re-examination, the resident must pay the income-based rent until the next annual re-examination.

XI. Determining Income and Rent

A. Annual Income

1. To determine annual income, DHA Housing Authority includes, with respect to the family, all amounts not specifically excluded below and received from all sources by each member of the family 18 years or older, is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and imputed returns on net family assets exceeding $50,000 (adjusted annually) when the value of the actual returns from a given asset cannot be calculated. Imputed returns are based on the current passbook savings rate, as determined by HUD. Once the annual income is determined, DHA Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.
2. DHA shall use HUD's definition of annual income. Should this definition be revised, HUD's definition, rather than that presented below shall be used. **24 CFR § 5.609**
3. Annual income includes, with respect to the family:
    a. All amounts, not specifically excluded in this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and
    b. When the value of net family assets exceeds $50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

B. Excluded Income

1. Annual income does not include the following: **24 CFR § 5.609**
    a. Any imputed return on an asset when net family assets total $50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

b. The following types of trust distributions:
    a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):
        1. Distributions of the principal or corpus of the trust; and
        2. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
    b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
    c. Earned income of children under the 18 years of age.
    d. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
    e. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
    f. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.
    g. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
    h. Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

i. Student financial assistance as defined as:
j. Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and
k. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
    i. Student financial assistance, for purposes of this paragraph, means a grant or scholarship received from—
        1. The Federal government;
        2. A State, Tribe, or local government;
        3. A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);
        4. A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
        5. An institution of higher education.
    ii. Student financial assistance, for purposes of this paragraph, does not include—
        1. Any assistance that is excluded pursuant to this section;
        2. Financial support provided to the student in the form of a fee for services performed (*e.g.,* a work study or teaching fellowship that is not excluded pursuant to this section);
        3. Gifts, including gifts from family or friends; or
        4. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in this section.
    iii. Student financial assistance, for purposes of this paragraph must be:
        1. Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
        2. Expressly to assist a student with the costs of higher education; or
        3. Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.
    iv. Student financial assistance, for purposes of this paragraph may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph.
    v. When the student is also receiving assistance excluded under this section, the amount of student financial assistance under this paragraph is determined as follows:
        1. If the amount of assistance excluded under this section is equal to or exceeds the actual covered costs under this section, none of the assistance described in this this section is considered student financial assistance excluded from income under this paragraph.
        2. If the amount of assistance excluded under this section is less than the actual covered costs under this section, the amount of assistance described in this section that is considered student financial assistance excluded under this paragraph is the lower of:
            a. the total amount of student financial assistance received under this paragraph of this section, or

b. the amount by which the actual covered costs under this section exceeds the assistance excluded under this section.

l. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government

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

n. (12)

o. 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);

p. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (*e.g.,* special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

q. Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

r. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, 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 unless those amounts are excluded in this section.

s. 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.

t. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611.

u. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

v. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

w. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

x. 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.

y. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

z. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (*e.g.,* proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

aa. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

bb. Amounts that HUD is required by Federal statute to exclude 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 this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

cc. Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

dd. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

ee. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

ff. Direct Federal or State payments intended for economic stimulus or recovery.

gg. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

hh. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

ii. Gifts for holidays, birthdays, or other significant life events or milestones (*e.g.,* wedding gifts, baby showers, anniversaries).

jj. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

kk. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

ll. Civil rights settlements or judgments, including settlements or judgments for back pay.

mm. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

nn. Income earned on amounts placed in a family's Family Self Sufficiency Account.

oo. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

pp. 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; and

qq. 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.

C. Anticipating Annual Income

1. ***Initial occupancy or assistance and interim reexaminations.*** The PHA or owner must estimate the income of the family for the upcoming 12-month period: **24 CFR § 5.609(d)**

   a. To determine family income for initial occupancy or for the initial provision of housing assistance; or

   b. (ii) To determine family income for an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

2. Annual Reexaminations.

    a. The PHA or owner must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA or owner uses a streamlined income determination under §§ 5.657(d), 960.257(c), or 982.516(b) of this title.

    b. In determining the income of the family for the previous 12-month period, the PHA or owner must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

    c. The PHA or owner must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

3. Use of other programs' determination of income

    a. The PHA or owner may, using the verification methods mentioned in this section, determine the family's income prior to the application of any deductions applied in accordance with § 5.611 based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:

    (A) The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.).

    (B) Medicaid (42 U.S.C. 1396 et seq.).

    (C) The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).

    (D) The Earned Income Tax Credit (26 U.S.C. 32).

    (E) The Low-Income Housing Credit (26 U.S.C. 42).

    (F) The Special Supplemental Nutrition Program for Woman, Infants, and Children (42 U.S.C. 1786).

    (G) Supplemental Security Income (42 U.S.C. 1381 et seq.).

    (H) Other programs administered by the Secretary.

    (I) Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.

    (J) Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the Secretary determines to have comparable reliability and announces through the Federal Register.

4. If a PHA or owner intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance, the PHA or owner must obtain it using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, the PHA or owner must calculate annual income in accordance with 24 CFR part 5, subpart F. The verification must indicate the tenant's family size and composition and state the amount of the family's annual income. The verification must also meet all HUD requirements related to the length of time that is permitted before the third-party verification is considered out-of-date and is no longer an eligible source of income verification.. **24 CFR § 5.609(d)**

D. Adjusted Income

1. Adjusted income is defined as annual income (as determined under § 5.609) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions: 24 CFR § 5.611 Annual income includes all amounts received from all sources by each member of the family who is 18 years of age or older, the head of household, or spouse of the head of household, in addition to unearned income received by or on behalf of each dependent who is under 18 years of age. All amounts received by the head of household, co-head, or spouse, including the income of a day laborer, independent

contractor, and seasonal worker are included in annual income unless specifically excluded in Excluded Income.

2. Mandatory deductions.

   a. $480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of $25;

   b. $525 for any elderly family or disabled family, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of $25;

   c. The sum of the following, to the extent the sum exceeds ten percent of annual income:

      i. Unreimbursed health and medical care expenses of any elderly family or disabled family, such as. Expenses may include but are not limited to: Services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills; and

      ii. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined 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; Expenses may include but are not limited to wheelchairs, ramps, guide dogs, assistance animals, lifts, reading devices for the visually impaired, special equipment to assist a person who is deaf or hard of hearing, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities, or attendant care teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day; 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. Childcare expenses may include amounts anticipated to be paid by the family for the care of children (including foster children if the unreimbursed child-care expenses are paid from the family's annual income and not from another source) under 13 years of age for the period for which annual income is computed..

E. Computing Income-based Rent and Choice of Rent in Public Housing

1. Total tenant payment (TTP) **24 CFR § 5.628** the first step in computing income-based rent is to determine each family's TTP.

   a. If the family is occupying an apartment that has tenant-paid utilities, the utility allowance is subtracted from the TTP.

   b. The result of this computation, if a positive number, is the tenant rent.

   c. If the TTP minus the utility allowance is a negative number, the result is the utility reimbursement, which is paid directly to the tenant or the utility company by DHA[22].

2. Total tenant payment (income-based rent) is the higher of:

   a. 30% of adjusted monthly income; or

[22] Tenant reimbursements of less than $15 per month will be paid quarterly.

b. 10% of monthly income; but never less than the

c. Minimum rent of $50; and not more than the

d. Flat rent, if chosen by the family.

3. Tenant rent:

   a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the total tenant payment.

   b. In developments where DHA pays all utility bills directly to the utility supplier, tenant rent equals total tenant payment. **24 CFR § 5.634**

4. Minimum Rent:

   a. The public housing minimum rent shall be $50 per month.

5. Minimum rent hardship exemption:

   a. A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a long-term hardship (over 30 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

      1) the family has lost eligibility for or is applying for an eligibility determination for a federal, state, or local assistance program;

      2) When the family would be evicted because it is unable to pay the Minimum rent; or

      3) A death in the family has occurred: or

      4) When a family with health and medical expenses or reasonable attendant care and auxiliary apparatus expenses exceed five percent of the family's income; or

      5) A family that was claiming the childcare no longer qualifies because the care is no longer necessary to enable a family member to work or go to school. The family may continue to claim the childcare deduction for 90 days, with 90-day extensions as approved by the owner.

   b. Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the <u>greater</u> of 30% of adjusted monthly income or 10 percent of monthly income.

   c. If DHA determines that the Resident's situation does not qualify for a financial hardship, DHA will reinstate the minimum rent from the beginning of the suspension of the minimum rent. The Resident must pay back the rent on the terms and conditions established by DHA.

6. Phased-in Relief for medical and/or attendant or auxiliary apparatus expenses

   a. All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income examination prior to January 1, 2024, will begin receiving the 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first after the PHA implements HOTMA.

   b. Families who receive this phased-in relief will have eligible expenses deducted as follows:

      i. 1st twelve months– in excess of 5% of annual income.

      ii. 2nd twelve months – in excess of 7.5% of annual income.

      iii. After 24 months – in excess of 10% threshold will phase in and remain in effect unless the family qualifies for general hardship relief.

   c. Once a family chooses to obtain General Relief, a family may no longer receive the phased-in relief.

7. General Hardship Relief

    a. To receive general relief, a family must demonstrate that the family's unreimbursed health and medical care expenses or unreimbursed reasonable attendant care and auxiliary apparatus expenses increased, or the family's financial hardship is a result of a change in circumstances that would not otherwise trigger an interim reexamination.

    b. Relief is available regardless of whether the family previously received an unreimbursed health and medical care expense deduction, unreimbursed reasonable attendant care and auxiliary apparatus expense deduction, are currently receiving phased-in hardship relief, or were previously eligible for either this general relief or the phased-in relief.

    c. If DHA determines that a family is eligible for general relief, the family will receive a deduction for the sum of the eligible expenses that exceed 5 percent of annual income. The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. However, DHA may, pursuant to discretionary policy, extend the relief for one or more additional 90-day periods while the family's hardship condition continues.

8. Child-Care Expenses Deduction and Hardship Exemption to Continue Child-care

9. A family whose eligibility for the child-care expense deduction is ending may receive a hardship exemption to continue receiving a child-care expense deduction in certain circumstances when the family no longer has a member that is working, looking for work, or seeking to further their education, and the deduction is necessary because the family is unable to pay their rent.

10. Choice of Rent (public housing only):

    a. At initial certification and at each subsequent annual re-examination, the resident shall be offered a choice of paying either the income-based rent or the flat rent applicable to the apartment they will be occupying.

    b. When a mixed family's TTP is greater than the flat rent, DHA is required to use the TTP as the mixed family TTP. DHA subtracts from the mixed family TTP any established utility allowance, and the sum becomes the mixed family rent. **24 CFR §5.520(e)**

XII. Public Housing Community Service

A. Policy Background

1. The community service requirement is only applicable to residents of public housing properties or residents living in ACC-subsidized units at mixed finance properties. No one living in a multifamily property or a project-based voucher property, or using a tenant-based voucher in a market rate unit at a mixed finance property, is subject to the community service requirement.

2. DHA is working to enable its residents to become fully economically independent. In support of this goal and HUD requirements, DHA requires that all non-exempt members of resident families meet monthly targets for neighborhood service or economic self-sufficiency, as monitored monthly.

3. The community service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).

4. Compliance with community service activities is monitored by monthly contact between the non-exempt resident and the resident service coordinator. DHA will accept tenant self-certifications of compliance with the community service requirement.

B. Definitions

1. Community service - volunteer work that benefits the property or the local neighborhood includes, but is not limited to:

a. Work at a local institution, including but not limited to: school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or child care center, etc.;

b. Work with a non-profit organization that serves DHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center, neighborhood clean-up programs, beautification programs, etc.;

c. Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited to community theater, dance, music (orchestra, voice, choir, band, small ensemble, etc.), etc.;

d. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.;

e. Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g. a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not);

f. Work with other youth, disability service or advocacy, or senior organizations;

g. Work at the property to help improve physical conditions (for example as a ground or building captain, or on a beautification program for the building or grounds);

h. Work at the property to help with children's programs;

i. Work at the property to help with senior programs;

j. Help neighborhood groups with special projects;

k. Work through the Resident Association to help other residents with problems, serving as an officer in an RA, serving on the RA or Resident Advisory Board;

l. Care for the children of other residents so they may volunteer.

m. Political activity is excluded.

n. Work activity must not take the place of work performed by paid employees.

2. Self-sufficiency hours count toward the 8-hour-per-month requirement only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit. Activities include, but are not limited to:

a. Job readiness programs;

b. Job training programs;

c. Skills training programs;

d. Higher education (junior college or college);

e. Vocational education;

f. GED classes;

g. Verifiable job search activities;

h. Apprenticeships;

i. Substance abuse or mental health counseling;

j. English proficiency or literacy (reading) classes;

k. Parenting classes;

l. Budgeting and credit counseling;

m. Any kind of class that helps a person toward economic independence; or

n. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.

3. Exempt adult - an adult member of the family who is not required to perform community service because they are:

   a. A person who is 62 years or older;

   b. A person who is blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certifies that, because of this disability, they are unable to comply with the service provisions of this subpart;

   c. A primary caretaker of a person who is blind or disabled;

   d. A person engaged in work activities. In order for an individual to be qualified under this definition they must be "engaged in work activities", including:

      1) Working at least 30 hours per week in an unsubsidized job;

      2) Subsidized private-sector employment;

      3) Subsidized public-sector employment;

      4) On-the-job-training;

      5) Job-search;

      6) Community service programs;

      7) Vocational educational training (not to exceed 12 months with respect to any individual);

      8) Job-skills training directly related to employment; or

      9) Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency.

   e. Enrolled in satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;

   f. Is a member of a family receiving and compliant with requirements of the Temporary Assistance for Needy Families (TANF); **45 CFR Part 260**

   g. A member of a family receiving and compliant with requirements of the Supplemental Nutrition Assistance Program (SNAP); or 7 **CFR Parts 271, 272 and 273**

   h. A member of a family receiving assistance, benefits, or services under any other welfare program of the state in which the PHA is located, including a state-administered Welfare-to-Work Program, who has not been found by the state or other administering entity to be in non-compliance with such a program.

C. Requirements of the Program

1. Each non-exempt adult in a public housing family must contribute and document some combination of 8 hours per month of community service or self-sufficiency activity.

2. The 8 hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.

3. At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. DHA will make the determination of whether to allow or disallow a deviation from the schedule.

4. Activities must be performed within the neighborhood and not outside the jurisdictional area of DHA. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training.

Their hours of education would count toward the requirement.

5. Family obligations - at lease execution or re-examination after the effective date of this policy, all adult members (18 or older) of a public housing resident family must:
   a. Provide documentation that they are exempt from community service requirement if they qualify for an exemption, and
   b. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in termination of their lease.
   c. Once each month non-exempt family members must present a completed documentation form (provided by DHA) of activities performed over the previous month to the housing manager.
   d. At each annual re-examination, non-exempt family members must present a completed documentation form (provided by DHA) of activities performed over the previous twelve months. Both forms will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed each month by month.
6. Change in exempt status:
   a. If, during the 12-month period, a non-exempt person becomes exempt, it is their responsibility to report this to DHA and provide documentation of such.
   b. If, during the 12-month period, an exempt person becomes non-exempt, it is their responsibility to report this to DHA and the housing manager.
   c. The housing manager will provide the person with the recording/certification documentation form and a list of agencies in the neighborhood that provide volunteer and/or training opportunities.

D. DHA Obligations

1. To the greatest extent possible and practicable, DHA and its housing managers will:
   a. Provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their community service/self-sufficiency obligations;
   b. Include in the community service requirement a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the community service requirement; and
   c. Provide referrals for volunteer work or self-sufficiency programs.
2. The housing manager will provide the family with exemption verification forms and recording/certification documentation forms and a copy of this policy at initial application and at lease execution.
3. DHA will make the final determination as to whether or not a family member is exempt from the community service/self-sufficiency requirement.
4. Residents may use DHA's *Grievance Procedure* if they disagree with DHA's determination.
5. All specific contractors and employees who may come into contact with respondent's residents (including eviction counsel) understand their obligation to report to the Disability Rights Coordinator for any request for reasonable accommodation that are made.

E. Non-compliance of a Non-exempt Family Member

1. If a non-exempt adult fails to report to the manager or fails to complete the required 8 hours of neighborhood service or self-sufficiency activity, the non-exempt adult shall be considered to be in non-compliance.
2. When a housing manager receives a report of a non-exempt adult's failure to either report or complete the required activity, the housing manager shall send a Notice of Lease Violation to the head of household.

3. The non-exempt adult may be granted additional time to make up any lost hours, properly reported to the manager.
4. If the non-exempt adult who fails to make up the required hours is someone other than the head of household, the remaining family members may retain their tenancy if the noncompliant adult leaves the household;
5. The family may use DHA's *Grievance Procedure* to contest the lease termination.

XIII. Definitions of Terms

1. Accessible dwelling units - when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities.
    a. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32 & § 40** (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.
    b. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
2. Accessible facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. **24 CFR § 8.21**
3. Accessible route - for persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAS). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.**24 CFR § 8.3**
4. Adaptability - ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. **24CFR § 8.3 & § 40**
5. Affiliated individual – means:
    a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
    b. Any other person living in the household of that individual.
6. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **24 CFR § 8.3 & § 8.23 (b)**
7. Applicant – an individual or a family that has applied for admission to housing.
8. Area of operation - jurisdiction of DHA as described in state law and DHA's Articles of Incorporation; the City of Dallas and all unincorporated areas within five miles of the City boundaries, as amended by the federal Settlement Agreement in Walker v. DHA and HUD.
9. Assets - assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles, and household effects or the value of business assets." See the definition of net family assets, for assets used to compute annual income. **24 CFR § 5.603**
10. Auxiliary aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **24 CFR § 8.3**

11. Care attendant - a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.
12. Citizen - citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
13. Co-head of household - one of two persons held responsible and accountable for the family.
14. Community service requirements - the performance of voluntary work or duties that benefit the public and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. See DHA's *Policy on Community Service.*
15. Covered families for welfare benefits - 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 participate in an economic self-sufficiency program as a condition for such assistance.
16. Covered person - for the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control. **24 CFR § 5.A**
17. Dating violence - for purposes of interpreting the Violence Against Women Act (VAWA), 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:
        1) The length of the relationship,
        2) The type of relationship; and
        3) The frequency of interaction between the persons involved in the relationship.
18. Day Laborer - an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.
19. Dependent - A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student. **24 CFR § 5.603**
20. Designated family - means the category of family for whom DHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **PL 96-120**
21. Designated housing (or designated development) - a development, or portion of a development designated for elderly only or for disabled families only, in accordance with **PL 96-106**.
22. Development – the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing or subsidy determination purposes, whether or not located on a common site. **24 CFR § 5.603**
23. Disability assistance expenses – reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source. The amount of the deduction is the dollar value of care or apparatus expenses that exceed 3 percent of annual income but never more than the amount earned by all adult family members who are working.

24. Disabled family - a family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**

25. Displaced person – a person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws **24 CFR § 5.403(b).** For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49CFR § 24.2**

26. Divestiture income - imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of net family assets **24 CFR § 5.603** in this section.)

27. Domestic violence - for purposes of interpreting the Violence Against Women Act (VAWA), includes felony or misdemeanor crimes of violence committed by a current or former spouse, or intimate partner of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited 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.

28. Drug-related criminal activity - the illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24CFR§ 5.A**

29. Earned income - means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, SSI, and governmental subsidies for certain benefits) or any cash or in-kind benefits. 24 CFR § 5.100

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

31. Elderly family - a family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**

32. Elderly person - a person who is at least 62 years of age. **42 USC 1437a(b)(3)**

33. Eligible immigration status - for a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable USBCI document. **24 CFR § 5.0508**

34. Emancipated minor – a person under age 18 who does not live or intend to live with his/her parents, and who has been declared "emancipated" by a court of competent jurisdiction or who is legally married. An emancipated minor is eligible to be a head of household and sign a DHA lease.

35. Extremely low income (ELI) family – a family whose annual income is equal to or less than 30% of Area Median Income (AMI), as published by HUD adjusted for family size.

36. Family - two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or other operation of law who will live together in DHA housing; or two or more persons who are not so related, but are or will be regularly living together, can verify shared income or resources who will live together in DHA housing.

    a. The term family also includes, as defined herein: elderly family, near elderly family, disabled family, displaced person, single person (to include a person who is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; has left foster care, or will leave foster care within 90 days), the remaining member of a tenant family, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family**. 24 CFR §§ 5 and 960**

    b. Live-in aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights as "remaining family members".

    c. Foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".

    d. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

37. Foster adult - A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent.

38. Foster Child - A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (*e.g.,* public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction. A member of the household who meets the definition of a foster child under state law

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

40. Guest – for the purposes of resident selection and lease enforcement, a guest is a person temporarily staying or visiting in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24 CFR § 5.A**

41. Head of the household - Head of the household (HOH) means the family member (identified by the family) who is held responsible and accountable for the family.

42. Immediate family member - for purposes of interpreting the Violence Against Women Act (VAWA), a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

43. Imputed welfare income - the amount of annual income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**

44. Independent Contractor - an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax.

45. Individual with disabilities - Section 504 definition **24 CFR § 8.3** Section 504 definitions of individual with handicaps and qualified individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:

    a. A physical or mental impairment that:

        1) Substantially limits one or more major life activities;

        2) Has a record of such an impairment; or

        3) Is regarded as having such an impairment.

    b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

    c. Definitional elements:

        1) "Physical or mental impairment" means:

            i. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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

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

        3) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

        4) "Is regarded as having an impairment" means:

            i. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

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

            iii. Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

    d. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing designated for people with disabilities or to receive a disability-related income deduction a person must meet the program definition of "person with disabilities" found in this section.

46. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition

provided by the Kinship Care Project, National Association for Public Interest Law.) The primary caregiver must be able to document Kinship care. This is usually accomplished through school or medical records.

47. Live-in aide - a person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who:

    a. Is determined by DHA to be essential to the care and well-being of the person(s);

    b. Is not obligated to support the family member; and

    c. Would not be living in the apartment except to provide the necessary supportive services. **24 CFR 5.403**

48. Local preferences: - a PHA may adopt a system of local preferences for selection of families admitted to the public housing program. There are four local preferences in effect, which are described in the section "Eligibility and Intake". Lower-income household - a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **42 USC 1437a(b)**

49. Medical expense allowance - for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of annual income. **24 CFR § 5.603**

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

51. Mixed family - a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent based upon the percentage of family members who are ineligible immigrants. **24 CFR § 5.504**

52. Mixed population development - means a public housing development for elderly and disabled families. The DHA is not required to designate this type of development.

53. Multifamily housing development - for purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**

54. National – a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, or birth in a foreign country to a parent who is a U.S. citizen. **24 CFR § 5.504**

55. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**

56. Near-elderly person - means a person who is at least 50 years of age but less than age 62, who may be a person with a disability **42 USC 1437a(b)(3)**

57. Net family assets –

    a. Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.: **24 CFR § 5.603**

    b. In determining net family assets, PHAs or owners, as applicable, must 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 therefor. 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 consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

c. Excluded from the calculation of net family assets are:

i. The value of necessary items of personal property;

ii. The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);

iii. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;

iv. The value of an educational savings account

v. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;

vi. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;

vii. The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government.

58. Other person under the resident's control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes (e.g. pizza delivery) is not "under the resident's control". **24CFR § 5**

59. Person with disabilities[23] **42 USC 1437a(b)(3)** means a person[24] who:

a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423;** or,

b. Has a physical or mental impairment that:

1) Is expected to be of long continued and indefinite duration;

2) Substantially impedes their ability to live independently; and,

3) Is of such nature that such disability could be improved by more suitable housing conditions; or,

4) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 **USC 6001 (5**).

c. This is the definition that is used for eligibility and granting deductions for rent.

[23] Note that this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. 24 CFR 8.4 (c) (2)

[24] A person with disabilities may be a child.

60. Portion of development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. **24 CFR § 945.105**

61. Reasonable Accommodation – means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service or activity; or (3) to avoid discrimination against an Individual with a disability. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service or activity.

62. Refusal of housing - an applicant's choice not to accept a DHA offer of housing without good cause.

63. Rejection for housing assistance – DHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.

64. Qualified individual with disabilities Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that DHA can demonstrate would result in a fundamental alteration in its nature.

    a. Essential eligibility requirements include: stated eligibility requirements such as income, as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than DHA.

    b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by DHA as a part of the assisted program. The person may not be "qualified" for a development lacking such services. **24 CFR § 8.3**

65. Seasonal worker - an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry

66. Service provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

67. Sexual assault – intercourse and penetration without consent; sexual abuse of an individual who cannot give their consent due to a disability or diminished mental capacity; intercourse, penetration or sexual contact with a minor (Texas law defines a minor as any person under age 17); forcible and violent intercourse, penetration, or sexual contact, regardless of whether consent is given; and coercive sexual acts.

68. Single person - a person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

69. Spouse - spouse means the husband or wife of the head of the household.

70. Stalking – for purposes of interpreting the Violence Against Women Act (VAWA), to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance

with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to

a. That person,

b. A member of the immediate family of that person; or

c. The spouse or intimate partner of that person.

71. Tenant rent - the amount payable monthly by the family as rent to DHA. If all utilities (except telephone) and other essential housing services are supplied by DHA, tenant rent equals total tenant payment. If some or all utilities (except telephone) and other essential housing services are not supplied by DHA the cost thereof is not included in the amount paid as rent, and tenant rent equals total tenant payment less the utility allowance. **24 CFR § 5.6 5.6.**

72. Total tenant payment (TTP) - calculated using the following formula:

    a. The greater of 30% of the monthly adjusted income (as defined in these policies), or

    b. 10% of the monthly annual income (as defined in these policies), but

    c. Never less than the minimum rent.

    d. If the resident pays utilities directly to the utility supplier, the amount of the utility allowance is deducted from the TTP. **24 CFR §5.6** See definition for tenant rent.

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

74. Utilities - utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. **24 CFR § 965.473**

75. Utility allowance - at properties with tenant-paid utilities, this is a dollar amount established in accordance with HUD regulations (24 CFR § 965) for utilities paid directly to the utility supplier by residents. It is adequate to include reasonable consumption for major equipment such as heat, water heating and appliances, but does not include air conditioning in family developments. The amount of the utility allowance is subtracted from each resident's total tenant payment to determine tenant rent.

76. Utility reimbursement – at properties with tenant-paid utilities, amounts paid to families or utility providers when the families' total tenant payment is less than the utility allowance for tenant-paid utilities. Families paying flat rent do not receive utility allowances, and consequently, will never qualify for utility reimbursements.

77. Very low-income (VLI) family - a very low-income (VLI) family has an annual income less than 50 percent of the median annual income for the area, adjusted for family size, as determined by HUD.

78. Visitor – a non-resident who has registered with the manager and has permission to stay overnight for a period not to exceed 14 days in a DHA unit.

79. Welfare assistance - welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state, or local governments.

80. Work activities - as used in the HUD definitions at **24 CFR § 5.603** the term work activities mean:

    a. Unsubsidized employment;

    b. Subsidized private sector employment;

    c. Subsidized public sector employment;

d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

e. On-the-job training;

f. Job search and job readiness programs;

g. Community service programs;

h. Vocational educational training (< 12 months)

i. Job skills training directly related to employment;

j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;

k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence; or

l. The provision of child care services to an individual who is participating in a community service program.

XIV. Other Policies

A. Project-Based Vouchers

1. DHA owned properties include properties developed through the public housing program as well as mixed financing which in some instances include low income housing tax credits, project-based housing vouchers and market rate units.

   At this time, the DHA owned properties that contain project-based housing voucher assisted units include the Roseland Gardens and Buckeye properties. The Project-Based Vouchers are based on a Housing Assistance Payments Contract where the rental assistance is attached to the units. Tenants who occupy these units are participants in the Section 8 program and are not public housing tenants. While the PBV tenants must adhere to the provisions of the lease and house rules, they also must adhere to the rules of the HCV program. Any transactions such as interim changes and annual re-certifications are performed on the HCV program portal.

   In the PBV program, the Total Rent or Contract Rent for the unit is determined by rent reasonableness. Normally DHA's HCV (Landlord Services) department determines rent reasonableness. Because DHA or a DHA affiliate owns the property, rent reasonableness must be performed by a HUD authorized Independent Entity on behalf of DHA. DHA contracted with and HUD has approved the Fort Worth Housing Solutions to serve as DHA's Independent Entity.

   DHA is entitled to request an increase in the project-based housing voucher contract rents annually. The Regional Property Manager or Director of Housing Operations must initiate this request. The request for a contract rent increase must be in writing and submitted to the V.P. of the Housing Voucher programs, who is responsible to submit the request to DHA's Independent Entity for processing. When the Independent Entity provides the rent reasonableness results, the V.P. of the HCV programs shall retain a copy of the documentation and certification of rent reasonableness in an archive as these official records must be preserved and retrieved for audit purposes. A copy of the documentation shall be submitted to the Director(s) of Housing Operations and the CFO for processing. These revised contract rents must be added to the Yardi Voyager system for the Buckeye and Roseland Gardens PBV units.

   Additionally, because DHA owns these developments, the PBV units must be inspected in fulfillment of HUD Housing Quality Standards (HQS). The HQS inspections must be performed by a third party inspection entity (not DHA).

B. Tenant-Based Vouchers

1. DHA owned properties include properties developed through the public housing program as well as mixed financing, which in some instances include low income housing tax credits, project-based housing vouchers and market rate units.

   DHA is permitted to rent market rate units to participants in the Tenant Based Housing Choice Voucher program. In such instances where the resident in any DHA owned public housing Market Rate unit is an HCV participant, these participants are not public housing residents. They are HCV participants who are responsible to abide by the Lease and House Rules. They also must adhere to the rules of the HCV program. Any transactions such as interim changes and annual re-certifications are performed on the HCV program portal.

   The Total Rent or Contract Rent for the Market Rate unit is determined by rent reasonableness. Normally the DHA HCV (Landlord Services) department determines rent reasonableness. Because DHA or a DHA affiliate owns the property, rent reasonableness must be performed by a HUD authorized Independent Entity on behalf of DHA. DHA has contracted with and HUD has approved the Fort Worth Housing Authority [Fort Worth Housing Solutions] to serve as DHA's Independent Entity.

   DHA is entitled to request an increase in the project-based housing voucher contract rents annually. The Regional Property Manager or Director of Housing Operations must initiate this request. The request for a contract rent increase must be in writing and submitted to the V.P. of the Housing Voucher programs, who is responsible to submit the request to DHA's Independent Entity for processing. When the Independent Entity provides the rent reasonableness results, the V.P. of the HV programs shall retain a copy of the documentation and certification of rent reasonableness in an archive as these official records must be preserved and retrieved for audit purposes. A copy of the documentation shall be submitted to the Director(s) of Housing Operations and the CFO for processing. These revised contract rents must be added to the Yardi Voyager system for these Market Rate units.

   Additionally, because DHA owns these developments, the PBV units must be inspected in fulfillment of HUD Housing Quality Standards (HQS). The HQS inspections must be performed by a third party inspection entity (not DHA).

   At this time, DHA Tenant Based HCV participants are residing at Frazier Homes, Roseland Townhomes, and Roseland Estates.

2026 PHA Plan
Supplemental Documents

Admissions and Continued Occupancy Policy For The DHA Public Housing Program and DHA Owned-Properties

Draft: July 2025

Compared with Policy in Effect in December 1, 2024

DRAFT

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

FOR THE

DHA PUBLIC HOUSING PROGRAM

AND DHA OWNED-PROPERTIES

Effective Date: TBD

Adopted: TBD

Replaces last revision of: December 1, 2024

EQUAL HOUSING OPPORTUNITY

DHA
Housing Solutions for North Texas

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Introduction and Mission

The U.S. Department of Housing and Urban Development (HUD) has established certain regulatory requirements applicable to Low Income Housing, that are generally set forth in Title 24 of the Code of Federal Regulations (24 CFR), Parts 5, 8, 100, 290, 401, 402, 880, 886, 960 and 966. If there is any conflict between HUD's regulations and this policy, the HUD regulations will govern. In addition to Low Rent Public Housing, certain sections of this policy apply to other types of low-income housing owned, managed or developed by DHA such as multifamily housing, project-based Section 8 housing, project-based voucher housing and Low-Income Housing Tax Credit units. When federal guidance is inconsistent, statute shall take highest priority, regulations second priority, handbooks third priority and other HUD guidance last priority.

Besides being DHA's *Admissions and Continued Occupancy Policy*, this is the *Tenant Selection Plan* for multifamily housing owned by DHA.

In its management of the multifamily project-based Section 8 housing that DHA owns, it will comply with HUD's regulations and guidance governing such housing. If HUD's regulations and guidance for multifamily housing conflict with those governing the management of public housing DHA will comply with the HUD rules applicable to the type of housing owned and managed. DHA's staff is aware of which of its properties and units are public housing, and project-based housing vouchers and, consequently, which rules and guidance apply.

This policy references certain procedures (shown in *italic type*), that describe in detail how the policy is to be carried out by staff. The procedures are extensions of the policy document referenced. All procedures are public documents and are available for review upon request.

DHA, *Housing Solutions for North Texas* is dedicated to excellence in providing quality, affordable, and safe housing to eligible persons consistent with community needs. We foster effective and creative partnerships to maximize opportunities that improve the economic and personal well-being of the people that we serve. DHA diligently conducts its business in an efficient, professional, and ethical manner without discrimination.

I. Nondiscrimination

A. Complying with Civil Rights Laws

1. Civil rights laws protect the rights of applicants and residents to equal treatment by DHA in the operation of its programs. It is the policy of DHA to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:

   Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, national origin; **24 CFR §§ 1**

   Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), which prohibits discrimination because of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability, in the sale or rental of housing, or in other housing-related activities; 24 **CFR § 100**

   Executive Order 11063

   Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs receiving Federal financial, including from HUD ; 24 **CFR § 8**

   Age Discrimination Act of 1975, which establishes certain rights of the elderly; 24 **CFR § 146**

   Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity

   Violence Against Women Act of 1994 (VAWA) (as amended in 2000, 2005, 2013, 2016, and by the Violence Against Women Act of 2022).

An applicant or tenant of DHA's housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR part 5, subpart L

Any applicable State laws or local ordinances and all other civil rights requirements

2. DHA is proud to be an equal opportunity workplace and is an affirmative action employer. We are committed to equal employment opportunity and all employees and applicants are treated equally without regard to age, ancestry, color, family or medical care leave, gender identity or expression, genetic information, marital status, familial status (including pregnancy), medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex, sexual orientation, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, which is part of a development under DHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD. **24 CFR § 100**
3. DHA shall not deny admission to otherwise qualified applicants because of their membership in a particular group to which negative behavior may be imputed. Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her history and behavior. **24 CFR § 960.203(a)**
4. DHA will work continuously to affirmatively further fair housing by taking meaningful actions to, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.
5. DHA will offer units only in the order prescribed by this policy.

B. Reasonable Accommodations

1. DHA, as a public agency that provides affordable housing to eligible families, will provide "unit modifications" and "reasonable accommodations" to applicants and residents if they or any family member have a disability and the requested accommodation has a nexus to the disability subject to section (b) below. **24 CFR § 8.4**

   (a) Reasonable accommodations requests may consist of a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to:
      1. Use and enjoy a dwelling, including public and common use areas of a development;
      2. Participate in, or benefit from, a program (housing or non-housing), service, or activity;

   (b) To avoid discrimination against an individual with a disability, such an accommodation must be granted unless it would:
      1. Pose an undue financial and administrative burden
      2. Fundamentally alter the essential nature of the program, service, or activity

2. DHA shall grant reasonable accommodations, at no charge to Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary because of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.
3. DHA will not seek verification of an individual's disability or that the requested accommodation would serve an individual's disability-related need if the disability or accommodation's connection to the disability is obvious, readily apparent or otherwise known. However, if the disability or accommodation's connection to the disability is not obvious, readily apparent, or otherwise known, DHA will verify that the person is disabled or that the accommodation sought would serve an individual's disability related need through a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability. Approved reasonable

accommodations will not require annual or periodic re-verification.

4. In circumstances where there is a delay in the implementation of an approved reasonable accommodation, notice shall be provided to the tenant explaining the precise basis for delay, an estimated timeframe for implementation of the request, and providing the tenant with an opportunity to appeal to the Disability Rights Coordinator in cases of emergency or to contest a delay through the grievance process. In such circumstances, the Disability Rights Coordinator will have the authority to require the implementation of any approved reasonable accommodation request.
5. DHA shall not request medical verification where the requesting individual's disability-related need is known or obvious.
6. DHA shall seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability related need.
7. A unit modification is a structural change made to the DHA's to its apartments, buildings, or sites that are necessary to afford an individual with a disability full enjoyment of the premises.
8. A reasonable accommodation is a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, or activity that may be necessary to provide an Individual with a Disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service, or activity; or (3) avoid discrimination against an Individual with a Disability. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service, or activity.
9. Both unit modifications and reasonable accommodations are carried out to assist an otherwise eligible applicant or resident with a disability to take full advantage of and use DHA's programs, including those that are operated by other agencies in DHA-owned public space. 24 CFR § 8.20

   A modification or accommodation is not reasonable if it: 24 CFR § 8.21(b) and 24 CFR § 8.24(a) (2)

   a. Causes an undue financial and administrative burden; or

   b. Represents a fundamental alteration in the nature of DHA's program.

   DHA shall effectively communicate with the requestor keeping them informed about the status of their request during the time that DHA is evaluating their request and during the time following the approval of their request with regard to the actions DHA is taking to accommodate their request for alterations / modifications to their rental unit.
10. Unless doing so would result in an undue financial and administrative burden, or result in a fundamental alteration in the nature of the DHA's programs, , DHA will correct physical situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of DHA's housing program and non-housing programs, in accordance with Section 504, Title II of the Americans with Disabilities Act, and the Fair Housing Act, DHA shall comply with all requirements and prohibitions in applicable law. Specific actions are described in *DHA's Reasonable Accommodation Procedure*. **24 CFR § 8.4**
11. Facilities and programs used by applicants and residents shall be accessible to persons using wheelchairs, persons with sensory impairments and other persons with disabilities. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that DHA has such facilities) will be accessible to all residents with disabilities. If DHA offers certain

facilities, and none are accessible[1], DHA will work to create accessible facilities, unless doing so would result in an undue financial and administrative burden. **24 CFR § 8.2**

12. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. DHA documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that the DHA provides effective communication for persons with disabilities is described in *DHA's Reasonable Accommodation Procedure* and *DHA's Effective Communication Procedure*. **24 CFR § 8.6**
13. DHA shall ensure that interested persons, including persons with hearing, vision, speech, manual, and other communication-related disabilities are provided with information concerning the existence and location of accessible services, activities, and facilities.
14. Individuals will not be asked or required to provide or to pay for their own interpreters or other Auxiliary Aids;
15. DHA shall provide appropriate Auxiliary Aids, where necessary, to afford an individual with a disability an equal opportunity to participate in, and benefit from, DHA's programs, services and activities.
16. In determining which auxiliary aids are necessary, the DHA shall give primary consideration to the requests of the individual with a disability that is making the request.
17. DHA shall provide for individuals who are blind, have low vision, or have cognitive disabilities to receive forms, notices, and other information in alternative formats, as reasonably requested, including requests to receive in a requested alternate format all print materials distributed, posted, or made available to applicants and residents.
18. DHA shall make individuals aware of the availability of Auxiliary Aids to support successful completion of the resident's annual recertification process.
19. DHA shall fully comply with its *Effective Communication Policy* and its *Effective Communication Procedures*.
20. DHA shall inform requestors about their right to access DHA's grievance procedures for the Reasonable Accommodation process.
21. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be capable of meeting essential obligations of tenancy. They must be capable of complying with the below obligations with or without supportive services provided. This does not mean that the individual needs to have always complied or be currently complying with the below obligations in order to be a "Qualified Individual with a Disability." **24 CFR § 8.3**
    a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
    b. to care for and avoid damaging the apartment and common areas; to use facilities and equipment according to their intended use;
    c. to create no health, or safety hazards, and to report maintenance needs;
    d. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

[1] It is not required that all public and common areas be made accessible so long as persons with disabilities have full access to all the types of facilities and activities available to persons without disabilities. Thus, not all laundry facilities need to be accessible so long as there are sufficient accessible laundry facilities for use by persons with disabilities at each development that provides laundry facilities.

e. not to smoke in a DHA unit, common areas or anywhere on DHA property except in areas at least 25 feet from any DHA building;

f. not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

g. to comply with necessary and reasonable rules and program requirements of HUD and DHA.

22. There is no requirement that a family must be able to do these things without assistance.

    a. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, DHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**

    b. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time during the application process or at any time during their tenancy, including after an eviction case has been filed. If at any point an applicant or resident needs assistance in completing DHA required documents, DHA staff may assist in this process. **24 CFR § 8.20**

    c. DHA is not permitted to inquire about the nature of a resident or applicant's disability, however, if the individual desires to discuss the matter with DHA, it is the individual's right to do so.

    d. Any request that requires a verification must be submitted directly to DHA by the qualified person making the certification.

23. Unit Transfers as Reasonable Accommodations may not be conditioned to require that the tenant requesting the unit transfer be in "good standing".

24. Residents who need a transfer as a reasonable accommodation for their disability will be given priority on the transfer list over tenants who request transfers for any reason other than emergencies affecting the health or safety (including those subject to the Violence Against Women Act (VAWA)), including priority over administrative transfers to permit respondent to renovate, modernize, revitalize, demolish, or dispose of public housing property.

25. DHA shall pay reasonable moving-related expenses for instances where DHA compensates residents to relocate from its dwelling units, and for DHA residents who have a disability-related need for a transfer to another unit or to another development as a reasonable accommodation. DHA's moving cost calculation schedule shall be based on the U. S. Department of Office of Management and Budget (OMB) published as the Fixed Residential Moving Cost Schedule. The most recent OMB table was published and effective 8/26/2021, and remains in effect until a new schedule is published.

Moving Cost Calculation:

Bedroom Size	*Allowance*
1 – Bedroom Unit	$600
2 – Bedroom Unit	$800
3 – Bedroom Unit	$1,000
4 – Bedroom Unit	$1,200
5 – Bedroom Unit	$1,400

26. DHA shall pay reasonable moving-related expenses for DHA residents without disabilities who are occupying an "Accessible" dwelling unit who are required to relocate in order to make a housing unit available to persons with disabilities. (*see Moving Cost Calculation table in 22 above*)
27. In situations where DHA does not have a unit available that can adequately accommodate the unit transfer Reasonable Accommodation request, DHA will continuously monitor its unit stock for availability and will provide the requesting tenant with periodic status updates, at least once every two weeks. [2] As reasonably necessary given the circumstances, the Disability Rights Coordinator will meet with the requesting tenant and engage in the interactive process and seek to make alternative accommodations that are effective at meeting the individual's disability related needs.

C. Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
2. DHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).
3. DHA's *Procedure on Communication with Persons with Limited English Proficiency* describes the specific methods DHA will use to accomplish this policy.
    a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by at least five percent of the eligible population of DHA's market area or among DHA's program participants. This includes documents related to intake, marketing, outreach, certification, re-examination and inspections. At this writing, DHA makes this information available in English, Spanish, and Vietnamese.
    b. Applicants and residents with low English comprehension are not required to but may furnish an interpreter to assist in communication with DHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide language assistance services. If staff or the client are unable to readily provide interpretation services, DHA staff shall employ the use of Language Line interpretation services or other comparable service at DHA's expense.
    c. Whenever the resident and DHA are in need of communicating including instances in a courtroom, a hearing, or any other situation, DHA will offer, or ensure that the family is offered through other sources, competent interpretation services free of charge to the LEP person.
    d. DHA will provide written translations of other vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons of the population of persons eligible to be served in DHA's market area or among DHA's program participants, whichever is less. Translation of other documents, if needed, can be provided orally. The LEP groups for which DHA currently will provide translated materials are those who need materials in Spanish and Vietnamese, in addition to providing the materials in English. The DHA web site is presented in English, Spanish and Vietnamese.

[2] Due to DHA's low inventory of first floor accessible units, periodic updates for transfers to first floor accessible units will be provided once a month.

II. Eligibility and Admissions

A. Privacy

DHA is strongly committed to protecting the privacy of clients interacting with the agency to the greatest extent practical. There are numerous federal privacy laws, regulations, notices, and other requirements that the Housing Authority is subject to and must follow. Details about these requirements are set forth in PIH Notice 2015-06 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

Please refer to *DHA's EIV Security Policy* for more detailed information.

B. Applications for Admission

1. **Preliminary Application:**

a) DHA will accept and process applications (including transfer applications) in accordance with applicable HUD Regulations and DHA's *Procedure on Intake and Processing*. Except for qualification for preferences, DHA will make its initial determination of eligibility assuming that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.

b) Under no circumstances will anyone be denied the right to request or submit an application for housing, unless DHA has publicly announced it is temporarily closing part or all of its admissions portals.

c) Newly developed properties owned by DHA, or a DHA entity that contains a mix of units, some subsidized by project-based vouchers and others subsidized by public housing operating funds, shall maintain unit bedroom mix and disability needs without regard to subsidy type.

d) Applications will be accepted 365 days of the year and 24 hours per day via the Rent Café Applicant Portal. Access to the Applicant Portal is readily available through the DHA web site located at www.dhantx.com. Applicants may submit a preliminary application from the convenience of their home or use a computer and internet services of friends and family, or any other publicly available internet and computer resources such as the City of Dallas Public Library or any DHA computer kiosk located at DHA Services HQ or any Property Management office during regular business hours; Monday through Thursday, 8:00 am to 5:30 pm, and Friday 8:00 am to Noon. DHA Services HQ is located at 3939 North Hampton Rd, Dallas, TX 75212. DHA will make special accommodations for persons with disabilities.

e) Applicants complete one preliminary application form and are requested to identify which DHA owned property they would like to reside in. Applicants are presented with a list of DHA owned properties and requested to select properties in which they would like to reside. Applicants may select one or more properties.

f) Applications are retained for up to 18-months. If not selected during the 18-month period, applicants are notified at the end of 18-months that their application has expired and that they have the right to reapply.

g) While on the waiting list applicants are responsible to provide updated information including making changes to the properties in which they would like to reside. Applicants are informed that they are responsible to maintain current information on their preliminary application at all times and submit updates of any changes to their family size, income, status, email, phone and address during the waiting period.

h) DHA reviews each preliminary application submitted by applicants for public housing. DHA's review of the preliminary applications is a service to ensure that the application is correctly placed on DHA's site-based

waiting list. For example, applicants who are neither elderly or have a disability, who selected to reside in a DHA owned property with units exclusively for the elderly or persons with a disability will be notified that their application for this specific development is rejected and provide the reasons for this determination. Additionally, applications to a particular site (development) may be rejected because (for example) a sole occupant has selected a DHA owned property that does not contain any one bedroom or efficiency sized units. DHA's screening service is provided up front to enable the applicant to gain efficiency in their application process without waiting unnecessarily on a list for a lengthy time only to be found that they are not entitled to reside in the development to which they applied.

i) In instances where the application is screened and the site selection is rejected, the applicant will receive written notification of DHA's determination and an explanation of the reasons for the determination. Applicants may at any time make revisions to the sites (developments) in which they would like to reside.

j) In addition to placing applicants on the waiting list based on the sites (developments) which they have selected, DHA also applies its occupancy standards to each family composition and in so doing assigns a bedroom size appropriate for each household.

k) The Waiting List will reflect for each application the following information and will be consistent with Title VI objectives and other requirements:

1) the date and time of receipt;

2) race and ethnicity of head of household;

3) income;

4) priority status (preference), if any;

5) date of application acceptance or rejection; and

6) the number of bedrooms for which the applicant is eligible (occupancy standards)

DHA shall insert notes / data indicating the date, location, identification and circumstances of each vacancy offered and accepted or denied.

l) All Preliminary applications will be retained on the waiting list for up to 18-months. Preliminary Applications shall automatically expire 18-months after they are received.

m) Applicants who have not been selected for assistance whose application expired at 18-months will receive an email message notifying them that their application has expired. The notice will also inform the applicant of their ability to reapply. Applicants whose applications have expired at 18-months are not entitled to an Informal Review, since their applications are being withdrawn, they are not being denied assistance. They have the right to reapply for housing assistance during Open Enrollment. At this time, DHA is maintaining a perpetual Open Enrollment Period.

2. Lottery, Selection and Full Application:

a) When DHA anticipates a unit will become available at a DHA owned property, DHA shall generate a lottery among applicants who have submitted a preliminary application for that development and for the bedroom categories on this site-based waiting list corresponding to the bedroom sizes that are vacant. DHA will select applicants from the lottery-ordered waiting list for processing. The lottery establishes a rank order among applicants for a particular property and a particular bedroom size. Applicants are selected in order, based on the lottery, for processing.

b) Following the generation of a lottery, DHA selects one or more applicants from the list and sends the selected applicants a notice informing them they have been selected for a unit at a specifically named

development. The notice is sent by email. The notice informs the applicant to go to Rent Café and complete the full application. The notice gives a deadline to complete their portion of the application.

c) Selected applicants are issued a written digital notice clarifying that their application is selected and if interested they must complete a full application on the Rent Café Applicant Portal. Applicants are provided 14 days to complete the full application.

d) The Applicant completes the full application and submits requested documentation through the Rent Café Applicant portal. Staff assistance is provided, as needed, upon request.

e) DHA staff reviews the Full Application, notifies the Applicant of any missing information and requests completion.

f) DHA staff evaluates the completed application and determines if it meets DHA and HUD eligibility requirements. DHA staff sends written notification of its determination to the applicant.

g) If the Applicant is determined to be ineligible, the written notice will include the specific reason the Applicant is determined not eligible for admission, and the opportunity to submit a request for an informal review. Informal reviews are handled by the Office of General Counsel.

h) If the Application is determined eligible, the Applicant is notified that they are offered a unit at a specific named DHA owned property. The Applicant file is submitted to the Property Manager who schedules an appointment with the Applicant to view the unit.

i) If the Applicant accepts the offered unit, the Property Manager presents the Lease, along with other applicable documents, for signature, collects the security deposit and presents the keys to the unit.

j) If the Applicant refuses the offered unit without good cause, the file is documented, the Applicant's refusal is recorded in the client record and their application is withdrawn from the waiting list for the subject DHA owned property.

3. Full Application:

a) The Application at a minimum consists of:

i. Application Form
ii. Personal declaration
iii. Applicant Certification
iv. Information Concerning Citizenship Verification
v. Citizenship Declaration Form/Certification of Non-eligible Immigrant Status (if applicable)
vi. Authorization for Release of Information/Privacy Act Notice
vii. Criminal History Check Acknowledgment Form
viii. Waiting List Policy Statement
ix. "Things You Should Know" HUD Brochure
x. Applicable Verification Forms
xi. Community Service Policy/Exempt Forms
xii. Supplemental and Optional Contact Information for HUD- Assisted Housing Applicants (HUD-92006)
xiii. Eligibility Criteria - (required by state law)

xiv. Debts Owed EIV, HUD-52675

xv. HUD 9886-A Authorization for the Release of Information from all Adult Applicants

b) When the Applicant completes the full application, DHA reviews the application contents and determines if it is complete. DHA will notify the Applicant to submit any missing information or to answer any questions. Upon completion, DHA makes a determination of eligibility to participate in the public housing program.

c) DHA sends the Applicant a notice by email notifying them of DHA's determination. If eligible, the property manager is notified and is responsible to schedule a meeting with the applicant to allow them to view the unit. The property manager will complete the admissions / leasing process.

d) Verification of the full application information submitted by the family will be conducted by DHA as soon as possible. For maximum efficiency DHA's goal is to complete its review of the full application no earlier than ninety (90) days prior to the estimated time the applicant will be offered a unit.

e) If there are no other applicants on the Waiting List, verifications and screening will begin immediately, after all completed application paperwork has been submitted by the family.

f) The following information will be verified according to HUD's regulatory requirements at 24 CFR Part 5 and DHA's *Procedure on Verification of Information*, to determine qualification for admission to DHA's housing: **24 CFR § 960.259.** The Head of Household, Co-Head, and all other adults (age 18 and over) in each applicant family must sign an Authorization for Release of Information prior to being accepted . The Authorization enables DHA to use the Enterprise Income Verification (federal database) to verify multiple subsidies, income from new hires, employment income, and/or reports of no income.

The following will be verified:

i. Family composition, demographics and type (Elderly/Disabled//Non-elderly)

ii. Annual Income

iii. Assets and Asset Income

iv. Deductions from Income

v. Preferences

vi. Verification of Social Security Numbers of all Household Members

vii. Verification of Age for all Household Members

viii. Applicant Screening Information (including tenant and criminal history)

ix. Citizenship or immigration status

g) Enterprise Income Verification (using federal databases) or third party written information that is mailed, faxed or transmitted electronically between DHA and the verification source, are the required form of documentation. Any other form of verification requires a note to the file explaining its use. **24 CFR § 960.259**

h) If the applicant is determined ineligible, the applicant is sent a notice of ineligibility and given the right to request a hearing. The applicant has a deadline to submit their request for a hearing (prescribed in the notice). Informal Reviews and Hearings are handled by the DHA Office of General Counsel.

C. The Waiting List

1. General Management of the Waiting List

It is the policy of DHA to administer its Waiting list as required by the regulations at 24 CFR 960.206.

a. Individuals applying for admission must submit a preliminary application in the manner stipulated in the announcement of the opening of the Waiting List, or, if they are a person with a disability, may submit an application on-line, by mail or in person. Announcements will be made on DHA's website.

b. If an applicant needs assistance in completing any aspect of the application process because of a disability, DHA will assist the applicant, as needed, to ensure equal access to DHA's programs.

c. DHA, at its discretion, may restrict application intake, suspend application intake, and close Waiting Lists in whole or in part. DHA may open or close the list by unit size or type available.

d. At the time of initial intake, DHA will advise families of their responsibility to notify DHA when their circumstances, mailing address or phone numbers change.

e. Applicants providing false information regarding family income, composition, preferences or other circumstances affecting their eligibility or rent level will be rejected. If the applicant has been assigned a unit and moved into a DHA owned unit, DHA will provide appropriate due process and reserves the right to pursue all lawful civil claims and / or criminal actions, including the recoupment of back rent.

f. If an applicant's preference status changes while on the waiting list, the applicant's position on the waiting list will be adjusted in accordance with DHA's *Procedure on Application Intake and Processing*.

g. If the head of an applicant household dies while the family is on the waiting list, and the family includes another adult, DHA will authorize a change to the application to make the other adult the new applicant so long as the family reports the death within 30-days and requests that another adult family member be named the head, subject to DHA's granting of a waiver of this reporting requirement, in its discretion, if good cause is shown.

h. Applicants whose family size or composition changes while on the waiting list will be able to change their applications in accordance with the following policy:

   1) Children who have been added to the family through birth adoption or court awarded custody to people already listed on the application will be added. DHA will require that the addition of children under the age of 18 to the household, where the minor is not the child of the biological parent, will be accomplished by court order and signed by a presiding Judge. In the event that a court order is not issued, DHA will consider alternative methods of proving guardianship on a case by case basis including a collaborative review of the alternative evidence by DHA's Office of General Counsel.

   2) Individuals who can document that they need a live-in aide (even though not included on the original application) will be permitted to add the Live-In Aide with an approved Request for Reasonable Accommodation;

   3) Other adults will NOT be added to an application unless their addition would not change the unit size for which the family qualifies, although the family may file a different application with a different family composition when the waiting list is open.

2. Removal of Applications from Waiting List

a. DHA will remove an applicant's name from the Waiting List under the following circumstances:

   1) The Applicant requests their application to be removed.

2) DHA shall retain applications on its waiting list for 18 months. Applications will be withdrawn after 18 months however; applicants have the right to reapply.
3) DHA has made reasonable efforts to contact the applicant to obtain information necessary to complete the application process and the applicant has failed to respond. In such instances, DHA will notify the applicant in writing or by telephone that the Applicant has ten (10) days within which to reschedule the interview or provide the needed information. If applicant fails to respond within that period, the application will be withdrawn.
4) The Applicant, after having been notified of DHA's determination of ineligibility and the completion of due process (Informal Review), their application is removed from the waiting list.
5) DHA determines that the applicant has provided false information regarding household income, family composition, local preferences or other criteria affecting their eligibility or rent level.
6) The Applicant accepts offered housing and is housed.

b. DHA will consider mitigating circumstances such as disabilities, health problems lack of transportation or other good cause in determining if the application should be withdrawn.

c. Persons whose applications are withdrawn or who are denied may not reapply for twelve (12) months from the date of withdrawal or denial.

3. Closing the Waiting List

a. Decisions about closing the Waiting List will be based on:

1) the number of applications available for a particular size and type of unit,

2) the ability of DHA to house an Applicant in an appropriate unit within a reasonable period of time

b. DHA's decisions to close or partially close the Waiting List, or open the Waiting List will be publicly announced.

c. During the period when the Waiting List is temporarily closed, DHA will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.

d. DHA will publicly announce when the waiting list is about to be closed or opened.

D. Affirmative Fair Housing Marketing and Outreach Procedures

It is the policy of DHA to conduct affirmative outreach to attract prospective tenants in the eligible population in the area without regard to race, color, national origin, sex, religion, familial status, or disability, who are least likely to apply in the absence of special outreach . [24 CFR § 960.103(b)] which states:

- § 960.103 Equal opportunity requirements and protection for victims of domestic violence, dating violence, sexual assault, or stalking. Applicable requirements. The PHA must administer its public housing program in accordance with all applicable equal opportunity requirements imposed by contract or federal law, including the authorities cited in § 5.105(a) of this title.
- PHA duty to affirmatively further fair housing. The PHA must affirmatively further fair housing in the administration of its public housing program.

- Equal opportunity certification. The PHA must submit signed equal opportunity certifications to HUD in accordance with § 903.7(o) of this title, including certification that the PHA will affirmatively further fair housing.
- Protection for victims of domestic violence, dating violence, sexual assault, or stalking. The PHA must apply the requirements in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking).

1. Outreach efforts will take into consideration:

   a. The number of vacant units

   b. Availability of units through turnover

   c. Waiting List Characteristics

2. DHA will periodically assess these factors in order to determine the need for and scope of any marketing efforts.

3. All marketing and informational materials will:

   a. comply with the Fair Housing Act requirements with respect to the Equal Housing Opportunity logo and use of nondiscriminatory language [24 CFR § 109.30 (a)];

   b. describe the housing units, application process, Waiting List, priority system and eligibility accurately;

   c. will be in plain language and will use more than strictly English language print media;

   d. will target all agencies that serve and advocate for potential applicants;

   e. will make clear who is eligible: low income individuals and families; working and non-working people; as well as the elderly and disabled.

   f. will make clear that it is DHA 's responsibility to provide reasonable accommodations to people with disabilities.

E. Income Targeting Requirements

1. DHA will ensure that at least 40 percent of families admitted to public housing in any year have incomes at or below the federal extremely low-income (ELI)[3] limit (between 0% and 30% of the area median income). HUD establishes income limits and revises them annually to ensure that federal rental assistance is provided only to low-income families. Except under limited circumstances, the Applicant family's annual income must not exceed the applicable income limit that HUD establishes and publishes for each county or Metropolitan Statistical Area (MSA) in the country.
2. The income limits are based on percentages of the median income of the geographic area for which the limit is established, and are adjusted for family size.

[3] Section 238 of HUD's FY 2014 Appropriations Act amended Section 3 of the United States Housing Act of 1937 (42 U.S.C. 1437a) to define ELI 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.

F. Qualifying for Admission

1. It is DHA's policy to admit only applicants who are qualified[4] according to all the following criteria:
   a. Are a family[5], as defined in Section XIII of this policy.
   b. Have at least one family member who meets HUD requirements on citizenship or immigration status[6]. **24 CFR § 5.5 (subpart E)**
   c. Have an annual income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size and housing type established by HUD). **24 CFR § 960.259**
   d. Do not own net family assets that exceed $100,000 (as adjusted for inflation) per final rule Section 104 of HOTMA
   e. Do not own real property 'suitable for occupancy' per final rule Section 105 of HOTMA. A property may be considered 'not suitable for occupancy' if the family demonstrates that it: does not meet the disability-related needs for all members of the family; is not sufficient for the size of the family; is not safe to reside in because the person is a victim of domestic violence, sexual assault or stalking and is in fear of harm if they were to reside in the property; is not safe to reside in because of the physical condition of the property.
   f. Applicants and tenants must disclose and provide verification of the complete and accurate SSN assigned to each household member. Applicants and tenants must supply any requested information to verify Social Security Numbers for all family members, except those who do not contend eligible immigration status. **24CFR § 5.216**

2. **Exceptions to this rule**:
   a. Applicants who have not disclosed and/or provided verification of SSNs for all nonexempt household members have 90 days from the date they are first offered an available unit to disclose and/or verify the SSNs. During this 90-day period, the applicant may, at the applicant's discretion, retain the applicant's place on the waiting list. After 90 days, if the applicant is unable to disclose and/or verify the SSNs of all non-exempt household members, the applicant should be determined ineligible and removed from the waiting list.
   b. When adding a new household member, who is under the age of six, to an existing household, the tenant must disclose and provide verification of the SSN of the individual to be added, within 90 days of adding the new member. An additional 90-day extension must be granted if delays are due to circumstances beyond the family's control.
   c. Applicant households with persons under the age of six that were added to the applicant household within the six months prior to admission, must disclose and provide verification of the SSN within 90 days of the date of admission. There is a 90-day period during which an applicant family may become a participant, even if the family lacks the documentation necessary to verify the Social Security Number of a family member under the age of six. An additional 90-day extension must be granted if delays are due to circumstances beyond the family's control and that could not reasonably have been foreseen. **24 CFR § 5.216(h)(3)** If the applicant family does not produce the required documentation within the authorized time period, DHA will impose appropriate penalties, including termination of assistance. **24 CFR § 5.218**

[4] The term "qualified" refers to applicants who are both eligible and able to meet the applicant selection standards. This term is taken from the 504 regulations at 24 CFR § 8.3, from the definition of "Qualified Individual with Disability".
[5] A family can be a single person.
[6] If all family members are not either citizens or eligible immigrants, the family will be required to pay a higher pro-rated rent.

d. Disclosure and Verification of Social Security Identification Numbers **24 CFR § 5.216(e)**: Each participant, except those age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010, must submit the information described in paragraph (e)(1)(ii) of this section, if the participant has:

1. Not previously disclosed a SSN;
2. Previously disclosed a SSN that HUD or the SSA determined was invalid; or
3. Been issued a new SSN.

3. Meet the applicant selection criteria in these policies, including completing the approved pre-occupancy orientation session if required. 24 CFR § 960.202 & 203
   a. Are not already adequately housed in any Authority-owned dwelling unit. Applicants who are listed on a current DHA lease and live in a unit meeting occupancy standards are not qualified for admission.
   b. Owe no money to DHA or any other housing authority in connection with any federal housing program.
   c. For any family with member with a recent history of misusing or abusing alcohol in any way that interferes with the health safety, or right of others, the family must demonstrate to DHA's satisfaction that the family member who formerly abused alcohol no longer abuses or misuses alcohol. The family can demonstrate such rehabilitation if (i) the member has successfully completed a supervised alcohol rehabilitation program licensed and approved by Texas Commission on Alcohol and Drug Abuse (TCADA)[7]; or (ii)is presently participating in a supervised alcohol rehabilitation program; or (iii) the family has other reliable evidence of rehabilitation from alcohol abuse/use that would interfere with others.
   d. Agree not to smoke or to permit family and household members, guests, and other persons under tenant's control to smoke anywhere on DHA property except for designated smoking areas.

4. For Low Income Housing Tax Credit properties **ONLY**, no assistance will be provided to any family whose sole adult member is enrolled as a student in an institution of higher education, **unless that student meets one of the criteria below.** If a student does not meet at least one of these criteria, but can prove independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria. If an *ineligible* student applies for, or is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated and will be terminated. Criteria that may possibly qualify a student for housing include:
   a. Student is over the age of 24, or
   b. Is a veteran of the United States Military service, or
   c. Is married, or
   d. Has a dependent child, or
   e. Is a person with disabilities receiving Section 8 assistance as of 11/30/2005, or
   f. Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance, or
   g. Is living with their parents who are receiving Section 8 assistance.
   h. Is classified as vulnerable youth. A student meets HUD's definition of a vulnerable youth when:
      i. The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a

[7] If the applicant entering DHA's program is from another state, DHA will verify the applicant has successfully completed a state approved supervised program from the applicant's state of origin.

ward of the court at any time when the individual was 13 years of age or older, or

ii. The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence, or

iii. The individual has been verified during the school year in which the application is submitted, as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act[8]), or unaccompanied, at risk of homelessness, and self-supporting, by

a) A local educational agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act; or

b) The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director; or

c) The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency (Shelter grants) or a designee of the director; or

d) A financial aid administrator; or

e) The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.

G. Occupancy by a Police Officer

1. To increase security at the site, HUD permits PHAs to take a public housing unit off-line for occupancy by a licensed police officer. This action requires authorization by DHA's President and CEO and HUD advanced approval.
2. Rent will not be charged for the unit; however, the officer will be responsible for 1) paying all utilities and 2) compliance with the lease, which will include the employment requirements listed above.

H. Admission to Efficiency Units

1. During the eligibility interview for the Public Housing Elderly/Disabled Sites, if both an efficiency unit and a 1-bedroom unit are available, a single applicant will receive the efficiency unit offer.

I. Applicant Selection Criteria

1. The following criteria will be reviewed to determine whether applicant families qualify for admission. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, DHA requires applicants to demonstrate ability to comply with the essential provisions of the lease: **24 CFR§ 960.202 – 205**

a. to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;

b. to care for and avoid damaging the apartment and common areas;

c. to use facilities and equipment in a reasonable way;

d. to create no health, or safety hazards, and to report maintenance needs timely;

e. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;

[8] 42 U.S.C. 11431 et seq.

f. not to smoke anywhere on DHA property other than at least 25 feet from any DHA building;

g. not to engage in prohibited criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and

h. to comply with necessary and reasonable rules and program requirements of HUD and DHA.

2. DHA will determine each applicant family's ability to comply with the essential lease requirements in accordance with DHA's *Procedure on Applicant Screening.*

   a. Any costs incurred to complete the application process and screening will be paid by DHA. Application fees will not be charged by DHA.

   b. Applicants who owe money to DHA or any other housing authority ("PHA") will not be admitted to the program until their debt is paid in full. However, **DHA, at its sole discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to DHA or if the debt is owed to any other PHA, DHA, at its sole discretion, may admit an applicant if a repayment agreement is executed by the other PHA and the applicant, provided that a copy of the agreement is submitted to DHA. 24 CFR 982.552**

   c. For any negative information is received about an applicant, DHA shall consider the time, nature, and extent of the applicant's conduct, and factors that might indicate a reasonable probability of favorable future conduct. **24 CFR § 960.203(d).**

   d. DHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated.

3. DHA's screening process will review the following information for each applicant family (including certain data specific to every adult family member):

   a. Applicant's prior rental history (or other history if there is no rental history) must demonstrate the applicant family's ability and willingness to comply with necessary and reasonable standards of behavior;

   b. Applicants must satisfy in full, any overdue amounts or indebtedness owed to DHA or any other housing authority by any adult family member, within 30 days of notification of the debt owed[9];

   c. The Applicant must not have been evicted by DHA or in any other federally assisted housing program within the previous 4 years, except that the period shall be 10 years for a drug related eviction (notwithstanding the federal lifetime participation ban(s) related to methamphetamines and sex offenders), unless the applicant successfully completes a rehabilitation program approved by DHA or the circumstances leading to the eviction no longer exist;

   d. Former residents will not have their application rejected if the debt owed to DHA was discharged by a bankruptcy court.

4. Criminal History Check

   DHA shall conduct a criminal background check for every member of the applicant's household age 18 and older, and any individual who is under the age 18 that has been emancipated by state law to act on his/her own behalf. DHA shall screen to ensure that no member of the household has engaged in criminal activity identified in DHA's criminal behavior screening criteria (see table below).

   DHA shall not approve admission of Applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

[9] Must have been an adult when the debt was incurred.

To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's household, prior to the date of the admission into the program, as shown in the following table. DHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's household who will be included on the lease:

a. is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past five to seven years. This requirement may be waived if the applicant demonstrates to DHA's satisfaction that they no longer engage in the illegal use of the controlled substance(s). This waiver of five to seven-year time period may not be available to individuals engaged in selling, producing or manufacturing illegal substances. Applicants with felonies for selling, producing or manufacturing illegal substances will generally not be approved for admissions, except as provided below.

b. has a history of criminal activity involving crimes of violence to persons, with the exception of sex crimes, or property and/or other criminal acts that would adversely affect the health, safety, or welfare of other residents or DHA personnel in the past five to seven years. (See the following table for the specific offense and its corresponding look back period).

c. has a history of sex crimes and/or sex crimes against a person and felony crimes against children. Applicants with such convictions will generally not be approved for admission, except as provided below.

d. has a felony conviction for arson. Applicants with such convictions will generally not be approved for admission, except as provided below.

e. has a conviction of homicide or kidnapping. Applicants with such convictions will generally not be approved for admission, except as provided below.

f. has a history of incarceration, parole or probation for drug-related crimes, violent crimes, or crimes that threaten the health, safety and/or general well-being of the community (see the following table for the specific offense and its corresponding look back period).

g. has a conviction of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that DHA **permanently** bar any individual with such a conviction.

h. is subject to a lifetime registration requirement under a State sex offender registration program. DHA shall **permanently** deny admission if any adult member is subject to a lifetime registration requirement under a State sex offender registration program.

i. has been evicted from federally assisted housing for drug-related or violent criminal activities within four (4) years of the application date. For drug-related evictions, DHA may waive any denial if the applicant successfully completes a rehabilitation program approved by DHA, or the circumstances leading to the eviction no longer exist, except for persons who were evicted for selling, trafficking, producing, or manufacturing illegal substances.

Applicant must not present false or misleading information to DHA. Applicant must not have a history of misrepresenting information relative to eligibility, income, allowances, family composition or rent. Applicant must have no prior history, within the past five years, as a former DHA resident with a history of disturbing neighbors, destroying DHA property.

For vulnerable homeless applicants only, the screening criteria with respect to criminal history shall focus on the federally mandated exclusions of persons convicted of manufacturing methamphetamines on the premises of federally assisted housing and persons required to register as sex offenders. Beyond these two criteria, a criminal history shall not be used to exclude individuals so long as they are willing and able to refrain from violent actions and drug-related criminal activity.

DHA, at its sole discretion, may waive the criminal history screening requirements for applicants attempting to participate in a DHA "special" program targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans and/or persons with disabilities.

DHA has established the following criminal background screening criteria in which the criminal background of applicants, current and prospective residents are evaluated. While this list is extensive, it may not contain all criminal offenses. DHA reserves the right to deny admission or terminate assistance for other offenses that may not appear on this list.

Convictions for:				
Offenses	Felony (Years)	Misdemeanor (Years)	Definitions	Patterns of Misdemeanors
1) Arson	Any	2	Felony: Offenses relating to the willful or malicious burning or attempting to burn property Misdemeanor: Recklessly, but not intentionally, starting a fire that leads to burning of someone else's property	
2a) Assault and Battery I	5	5	Offenses relating to risk or threat of injury and bodily harm or infliction of actual physical injury and bodily harm	
2b) Assault and Battery II	Any	Any	Offenses relating to assault with intent to commit other crimes or infliction of actual physical injury and bodily harm	
3a) Burglary I	5	5	Offenses relating to the possession of criminal tools or breaking and entering a vehicle and accessory to burglary	
3b) Burglary II	7	7	Offenses relating to breaking and entering of the building of another with an intent to commit a crime	
4) Crimes Against Animals	5	5	Offenses relating to infliction of harm on animals for purposes other than self-defense or survival	
5) Crimes Against Children	Any	5	Offenses relating to neglect or other offenses against children or minors	
6) Cyber Crimes	5	0	Offenses relating to hacking or cyberstalking	
7) Destruction of Property	5	5	Offenses relating to destruction or defacing property	
8) Disturbance of Peace	5	0	Offenses relating to disorderly conduct or disturbance of the peace	2+ within 3 yrs (any type)
9) Domestic Crimes	7	7	Offenses relating to domestic violence or offenses against family/household members	
10a) Drug Offenses III	7	7	Offenses relating to the possession of drugs (except possession of marijuana)	
10b) Drug Offenses IV	Any	Any	Offenses relating to distribution, manufacture, or sale of drugs (except marijuana or methamphetamine)	
10c) Drug Offenses V	Any	Any	Offenses relating to distributing drugs to minors	
10d) Drug Offenses VI	5	2	Offenses relating to prescription drugs	
10e) Drug Offenses VII	Any	Any	Offenses relating to production or manufacture of methamphetamine	
11a) Fraud I	5	0	Offenses relating to identity theft	

11b) Fraud II	5	0	Fraud offenses relating to forgery, checks, credit cards, etc.	
12) Harassment	7	5	Offenses relating to intimidating or putting a person in fear for their safety	
13a) Homicide I	7	7	Homicide offenses relating to operation of motor vehicle	
13b) Homicide II	7	7	Negligent or involuntary manslaughter	
13c) Homicide III	10	N/A	Manslaughter offenses not involving malice aforethought	
13d) Homicide IV	Any		Homicide offenses involving malice aforethought	
13e) Capital Murder	Any		Offenses relating to murder with special circumstances, such as murdering a peace officer or murder in the course of committing or attempting to commit kidnapping, burglary, robbery, aggravated sexual assault, arson, obstruction or retaliation, or terroristic threat.	
14a) Kidnapping I	Any	7	Offenses relating to unlawful imprisonment	
14b) Kidnapping II	Any	Any	Offenses relating to kidnapping or abduction	
15) Organized Crime	10	10	Offenses relating to organized crime	
16) OUI, OVI, DWI	5	5	Offenses relating to driving under the influence of alcohol or drugs	
17) Purposely Obstructs the Law	5	1	Offenses relating to interfering with operations of the court or police	
18) Robbery	10	10	Offenses relating to theft by use of force or violence	
19) Sex Crimes - Other	7	2	Offenses relating to prostitution, pornography, lascivious conduct, etc.	
20) Sex Crimes Against a Person	Any	Any	Offenses relating to sexual abuse of adults	
21) Sex Crimes Against a Child	Any	Any	Offenses relating to sexual abuse of children or minors	
22) Theft/Larceny	7	3	Offenses relating to knowingly obtaining control over another's property with intent to deprive owner of their property	
23) Trespassing	3	1	Offenses relating to entering another person's property without permission and with illegal intent	
24a) Weapons Related I	5	5	Offenses relating to possession or use of firearms	
24b) Weapons Related II	Any	Any	Offenses relating to terrorism and weapons of mass destruction	

DHA will consider whether individuals with negative behavior in their recent past can document that they have been

rehabilitated. Therefore, if DHA proposes to deny admission to an applicant, the applicant will be notified in writing of the reason(s) of the determination. This notice will inform the applicant of the opportunity to contest the determination by submitting a written request for an informal review within fourteen calendar days of the date the notice is postmarked or digitally transmitted. If the proposed denial is based on criminal activity, a copy of the criminal record will be provided (See Section J). This notice will also explain that the applicant may submit mitigating circumstances related to negative information upon which DHA's proposed decision is based, which could include evidence of rehabilitation.

DHA may reverse any proposed denial after consideration of mitigating circumstances and admit the applicant (except for those denials which are regulatorily required). To be considered, mitigating circumstances must be verifiable.

A relevant mitigating circumstance which would permit DHA to amend its proposed denial for any of the above listed crimes (except regulatorily mandated exclusion categories, i.e. crimes resulting in person being subject to lifetime sex offender registry and convictions for manufacture or production of methamphetamine on premises of federally assisted housing) may include evidence of probation or parole for such crimes if the following criteria apply:

1) An applicant is currently on probation or parole for an offense, and the applicant can provide documentation from their probation or parole officer that all conditions of probation or parole are being met satisfactorily with no violations.

2) An applicant has completed probation or parole for an offense, and the applicant can provide documentation from their probation or parole officer that all conditions of probation or parole have been met satisfactorily with no violations.

J. Determination of Eligibility and Notification of Applicants

1. After DHA receives a completed full application, DHA will conduct an evaluation to determine applicant eligibility. Applicant screening and verification of income, family composition, citizenship /immigration status, social security numbers, age, allowances and preferences will typically be conducted following selection from the waiting list. DHA's *Procedure on Verification of Information* will be used to verify all information related to eligibility for admission, and receipt of subsidy and rent.
2. Each eligible Applicant will receive written notification of the Applicant's eligibility and of the approximate date the applicant will be offered housing. A copy of this notification will be retained in the Applicant's file.
3. Each Applicant determined to be ineligible or unqualified for admission will be notified in writing of (1) the reason(s) for the determination (or proposed termination if the basis is a criminal record as governed by 24 CFR 960.204(c)), and (2) the applicant's right to submit a written request for an informal review within fourteen calendar days of the date the notice is postmarked or digitally transmitted.
    a. DHA or contracting agency hired by DHA will provide the Applicant upon written request with a copy of any information (excluding criminal history) DHA used to determine the Applicant's status as ineligible or unqualified for admission.
    b. DHA or contracting agency hired by DHA will provide the Applicant with a copy of their criminal history DHA used to determine the Applicant's status as ineligible or unqualified for admission.
    c. The review and hearing procedures is described in DHA's *The Grievance Procedure*.
    d. Applications withdrawn by the applicant or DHA, applications submitted by ineligible or unqualified applicants, and the notice of ineligibility are retained in DHA files for at least three years following the date of the withdrawal or rejection of the application.
    e. Applications will be withdrawn by DHA when an applicant fails to respond within 14-days, unless otherwise prescribed in the DHA notice, to a request for information, or to attend a meeting, briefing, or appointment, or

when letters or notices sent to the applicant are returned because the applicant is no longer at the address of record.

K. Preferences for Public Housing Units

Preferences may be established to order the selection of applicants from the wait list. DHA reserves the right to select applicants from its waiting list based on a percentage share of preference and non-preference admissions and set the percentage of any local preference as it deems necessary and appropriate. Preferences may be granted to applicants who are otherwise qualified and who are verified to meet the established local preferences described below. Applicants that do not meet any local admissions preferences will be considered non-preference applicants.

Within each group, applicants will be processed in lottery number order. The local preferences outlined here may be offered to applicants who applied after January 1, 2020. Details on when and how these preferences may be applied are included in *DHA's Wait List Procedure*.

Applicants with equal local preferences will be selected by lottery number (whichever system is in effect).

DHA will select applicants from the public housing wait lists by lottery. Following the selection by lottery, DHA will evaluate applicants selected by lottery for local preferences, if applicable.

Working families 24 CFR §982.207 (b)(2) DHA may adopt a preference for admission of working families (families where the head, spouse, or sole member is employed). However, an applicant shall be given the benefit of the working family preference if the head, spouse, or sole member is age 62 or older, or is a person with disabilities.
Student Education Persons who are enrolled in and are active students in a vocational education or trade school and or persons who are enrolled in and active students in a college or university.
Natural disaster, government action, or DHA action DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.
VAWA DHA may adopt a preference for persons who are victims of domestic violence, dating violence, sexual assault, or stalking, in accordance with VAWA.
Mixed population building preference[10] In buildings designed for occupancy by the elderly and persons with a disability (such as Renaissance Oaks, Park Manor, Cliff Manor, and Audelia Manor), applications from single persons who qualify under the definitions of elderly or disabled will be ranked higher than those of single persons who are not elderly or disabled. Residents of the above properties who have a child added to their household after move-in will be placed on the waiting list for an administrative transfer to reside in suitably sized housing. This provision is subject to the DHA *Grievance Procedure.* A number of units at the Buckeye Senior Building are designated for occupancy by elderly or near elderly families. Only families whose head, spouse, or sole member is a person aged 55-years of age or older may be admitted to

[10] This preference shall not apply to units in general occupancy properties.

these properties.

L. Factors other than Preferences that Affect Selection of Applicants

1. Accessible units: For UFAS accessible units, resident and applicant families that include a member with a disability, who is verified to need the features of such units (or if the need is obvious or known) shall be given preference for admission over a family that does not include a member with such a disability.

   a. Persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.

   b. When a UFAS accessible unit becomes available, it shall be offered first to a current resident who needs the features of the unit, and second (if there are no residents who need the features and will accept a transfer) to an applicant family with a member who needs the accessibility features.

2. Income targeting: At least 40 percent of public housing admissions in every year shall be families of Extremely Low Income (as defined in Section XIII, Definition of Terms).

3. De-concentration: If at any time, one of DHA's public housing properties has an average tenant income greater than 15 percent higher than DHA-wide average income, extremely low and very low-income applicants will be targeted for admission until it is within 15 percent of DHA-wide average income. In addition, DHA may offer voluntary transfers from higher income properties to lower income properties to help achieve de-concentration goals. It is not practical to try to attract higher income applicants to the lower income properties because there are virtually no higher income applicants to attract.

M. Records Management

1. Information received by DHA from any agency regarding drug treatment and criminal background shall be handled as required by HUD regulations.

2. All criminal records are maintained in a secured environment. Once the purpose for which the records were obtained is completed, the records are permanently destroyed.

N. Occupancy Guidelines[11]

1. Apartment dwelling units shall be occupied by families of the appropriate number of household members in accordance with DHA's Occupancy Standards. This policy maintains the usefulness of the apartments, and in an effort to administer subsidy funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate Occupancy Standards for each unit. This is to prevent over-crowding and over housing. To that extent, DHA will utilize a maximum occupancy standard of two persons per bedroom and a minimum of one person per bedroom.

2. The following principles govern the size of apartment (number of bedrooms) for which a family will qualify. Generally, two people are expected to share a bedroom. The guidance below explains how DHA determines unit sizes to be assigned, but each family, not DHA, decides exactly who shares a bedroom. Units will be so assigned that:

   a. At least one person must occupy each bedroom.

   b. A maximum of two persons may occupy a bedroom or living/sleeping room.

   c. A one-person family will be issued a one-bedroom unit or efficiency.

[11] HUD Notice of Policy, Dec. 18, 1998 Federal Register.

d. Two youth will be assigned to one bedroom, giving consideration to their age and gender.

e. Residents who are adults may request to be assigned a separate bedroom. DHA will evaluate each request and make a determination based on its occupancy standards and any circumstances unique to the household.

f. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, kinship care or an adult member over age 18 who is a full-time student temporarily away at college is considered a member of the family.

g. A family that consists of a pregnant woman with an unborn child (with no other household members) shall be treated as a two-person family.

h. Two disabled individuals may be assigned a two-bedroom unit subject to the review and approval of a request for reasonable accommodation.

i. As a reasonable accommodation, a bedroom may be allocated for an approved live-in aide to provide necessary supportive services to a disabled family member. A child or spouse of the live-in aide is allowed so long as their stay is consistent with the unit's occupancy requirements, and any person 18 years and older is subject to DHA's criminal background screening criteria. The public housing unit must be the primary place of residence for the live-in aide. Refer to # 3 below for additional guidance on live-in aides.

j. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is a reasonable accommodation for a resident with a disability. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom if the sole purpose of the room is to store a folding wheelchair.

k. DHA reserves the right to relax these occupancy standards at hard-to-lease properties.

l. The local housing code of two persons per bedroom is the standard for the smallest apartment a family may be offered[12].

m. In general, DHA's occupancy standards will provide a minimum of one person per bedroom with a maximum of two persons per bedroom, giving consideration to the age and gender of the occupants.

3. The following principles govern the use of live-in aides.

   a. Live-in aide means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, who: **24 CFR §5.403**

      1) Is determined to be essential to the care and well-being of the persons;

      2) Is not obligated for the support of the persons; and

      3) Would not be living in the unit except to provide the necessary supportive services.

   b. DHA's determination whether or not to permit the addition of a live-in aide to a public housing household shall be based upon verification that:

      1) The person to be assisted by the live-in aide qualifies as an individual with a disability as defined at **24 CFR §8.3**; and

      2) There is a nexus between the individual's disability and the services that a live-in aide might reasonably provide.

[12] Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy, may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.

c. DHA shall notify the family of the decision to approve or deny the live-in aide in writing within 14 business days from the date all required documentation is provided.

d. The family and live-in aide will be required to submit certifications:

   1) That the live-in aide is not obligated to support of the person(s) needing the care, and

   2) That the live-in aide would not be living in the unit except to provide the necessary supportive services.

   3) Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend, or girlfriend) cannot be a live-in aide (since they are living in the unit as a household member).

e. The public housing unit must be the primary place of residence for the live-in aide since the live-in aide is verified to be necessary to provide care on a live-in basis and is expected to live in the unit. A live-in aide may have a job outside the assisted unit if it will not affect the care and services to be provided to the person assisted.

f. Live-in aides are required to assist the head of household to complete their annual recertification responsibilities and DHA must determine annually the eligibility of the household for a live-in aide, unless specified otherwise by the medical practitioner verifying the need for the accommodation as a permanent disability, or unless the permanent nature of the disability-related need is known or obvious.

g. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide is not considered a family member on the lease, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot take over the unit as a "remaining member of a tenant/ family."

h. The Live-in aide must meet DHA's screening criteria which includes a criminal background check. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing authority in connection with any HCV or public housing programs.

i. Live-in aides must provide verification of social security number, date of birth, complete the live-in aide questionnaire, execute documents authorizing DHA to conduct a criminal background check, execute the 9887-A allowing DHA to conduct an EIV existing tenant search, and sign a live-in aide agreement prior to occupying the unit.

j. DHA generally will only approve one additional bedroom for a live-in aide. A live-in aide may have approved family member/s live in the assisted unit. On a case by case basis, and subject to unit availability, DHA may approve an additional bedroom as a reasonable accommodation. DHA 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 a 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 because there are not enough bedrooms in the unit to accommodate the additional family members of the live-in aide, the live in aide may not be approved.

k. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances.

III. Tenant Selection and Assignment Plan

A. Organizing the Applicant Waiting List

1. DHA has established and maintains site-based waiting lists at all properties including mixed finance properties to enable applicants to select the development in which they would like to reside.

2. An Applicant may apply for admission to any open waiting list.
3. When an application is processed for admission to the public housing program the Applicant's applications to any other DHA owned housing property will be removed from these site-based waiting lists whenever
    a. the applicant accepts a unit offer, or
    b. is denied admission due to ineligibility, or
    c. for failure to meet screening standards, or
    d. if the applicant refuses a unit offer without good cause.
4. For applicants who submitted an application to the DHA public housing program and to the DHA Housing Choice Voucher program (including HCV special programs), their HCV application will remain unaffected for actions taken in # 3 above.
5. Certain public housing properties are occupied mostly by the transfer of eligible residents (incentive transfers) who are high performing residents when such transferees are available. These properties include the following:
    a. Frazier scattered site homes,
    b. Scattered site homes,
    c. Single family homes (TX 9-29, TX 9-30, TX 9-37, TX 9-40, and TX 9-42),
    d. Frankford Townhomes,
    e. Villas at Hillcrest, and
    f. Any single-family homes to be developed in the future.
6. In the event the incentive waiting lists become exhausted, DHA will pull applicants from the scattered sites waiting list.
7. The Admissions office will monitor racial or ethnic demographic concentrations that may be caused by site-based waiting list choices.
8. The preferences described earlier in this policy will be used to establish the order of each site-based waiting list, and all applicants will retain their initial date and time of application.
9. DHA owns and manages multi-family properties with low income housing tax credits as part of its low rent public housing program. Housing tax credit properties may be comprised of housing units at different subsidy levels. Public Housing applicants seeking to reside in DHA owned low income housing tax credit properties are eligible to apply to any such unit regardless of the subsidy level; however, as a Public Housing program participant, their Tenant Rent is determined based on the standard HUD public housing formula for determining tenant rent. Residents pay no more than 30% of their household income for rent. This is discussed further in DHA's Procedure for Wait List Maintenance and Management.

B. Making Unit Offers to Transferees and Applicants

1. Certain transferees (emergency transfers, administrative transfers for priority 1, and administrative transfers for priority 2) will receive offers of housing before applicants from the waiting list. This procedure is outlined in this section below.
2. In all offers DHA shall not discriminate on grounds of race, color, sex, religion, national origin, disability, sexual preference, gender identity, or familial status. Also, see DHA *Procedure on Transfers.*
3. Specifically, the following order of offers applies:

Priority 1: Emergency transfers, such as due to physical hazard (mandatory transfer). **24 CFR § 966.4 (h)**

Priority 2: Emergency due to other causes, such as VAWA (optional transfer)

a. Administrative transfers in the following category order:

Priority 3: Reasonable accommodations as approved by DHA's Disability Rights Coordinator for residents with disabilities (optional transfer). 24 CFR § 8.4

Priority 4: DHA action that requires a unit to be vacated. Example: renovation, revitalization, demolition, or disposition of the building or complex (mandatory transfer).

Priority 5: New admission from the waiting list. (Not a transfer)

Priority 6: Occupancy standards - over housed or under housed (mandatory transfer) 24CFR §966.4(c)

Priority 7: Split family transfer - occupancy standards for under housed with at least 2 adults on the most recent lease, and must be for the addition of children through birth, adoption, or court awarded custody (mandatory transfer) 24CFR 966.4(c)

Priority 8: Tenant-Incentive - these transfers are non-mandatory transfers and may be available for Tenants that have resided in a development for at least one year and are in good standing.

4. To ensure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, sexual preference, gender identity, national origin, disability or familial status, the "one-offer" plan, will be used to make apartment offers to applicants or transferees from waiting lists. **24 CFR § 1.4(2)(ii)**
5. The first qualified applicant or transferee in sequence on the waiting list is made one offer of an apartment of appropriate size and type.
6. An applicant/transferee must accept the vacancy offered or be removed from the waiting list, unless the applicant refuses the offer with good cause. (See DHA's *Transfer Procedure.*)
7. If an applicant family's size changes while on the waiting list, the family is required to contact DHA so they can be placed on the correct sub-list by unit size. If DHA discovers that a change in family size means that a family cannot be processed for a certain vacant unit, the family will be transferred to a list for the correct size of unit. Some sites may not have units of the size needed by the family and the family will be permitted to select a different site or up to three sites.
8. When application processing is delayed because of missing verifications or inconclusive screening information, a family's application will be suspended for up to 60 days until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary verification(s) are received, the suspended application will be placed in the applicant pool for consideration for a future vacancy when it occurs.
9. The applicant must accept any apartment offered within five calendar days of the later of;
   a. the date the offer is communicated (by email, phone, mail, or the method of communication designated by an applicant with disabilities), or

b. the date they are shown the apartment or an equivalent apartment.

10. If the Applicant does not accept the unit offer within five calendar days, the Applicant will be withdrawn from the waiting list. Applicants may not receive an offer for public housing for 12 months from the date when they either refused a unit offer or failed to respond to a unit offer.
11. All offers made over the phone, via email, mail or electronically through RentCafe will be confirmed by first class letter and email. [13]
12. If more than one apartment (of the appropriate size and type) is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first.
13. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.
14. Applications will be removed from the waiting list in accordance with DHA's *Procedure on Removing Applications from the Waiting List*.

C. Accessible Units

1. Before offering a Uniform Federal Accessibility Standards (UFAS) accessible apartment to a non-disabled applicant, DHA will offer such units:
   a. First, to a current occupant of another unit of the same project, or comparable projects under common control, having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features, or if no such occupant exists, then b. **24 CFR § 8.27(a) (1)**
   b. Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit. **24 CFR § 8.27(a) (2)**
2. When offering an accessible/adaptable apartment to a non-disabled applicant, DHA will require the applicant to agree to move to an available non-accessible apartment within 30-days when a current resident or an applicant with a disability needs the accessible/adaptable apartment. This requirement is also reflected in the lease. **24 CFR § 8.27 (b)**
3. If no accessible unit is available for an applicant family that includes a member with a visual or hearing impairment, DHA will retrofit the unit (at DHA's cost) to be offered to the family to make it fully accessible for the family member's disability.
4. The Disability Rights Coordinator authorizes the placement of applicants with disabilities who need housing units with hearing/vision features, mobility features, or other accessibility features.

D. Administering the Applicant and Transfer Waiting Lists

1. Applications for admission and/or transfer to and within public housing properties (including public housing units at tax credit properties) will be processed centrally by the Admissions office. Initial preliminary application, waiting list management, screening, and assigning of housing (including transfers) will be made by the Admissions office. Offers may be made in person, in writing, or by phone from the Admissions office. Property Managers at each site, shows the unit, accepts the security deposit, signs the lease and issues keys.
2. DHA will be in charge of the application and transfer process for ALL public housing units/properties. Applications for admission to the market rate units at tax credit properties will be processed by site staff and audited monthly by DHA.
3. DHA has two possible types of transfers: emergency and administrative transfers. The definition of each is

[13] Or by the communication method requested by the applicant with a disability.

found in this document under the section “Transfer Policy”.

4. Certain transfers take precedence over new admissions (see “Making Unit Offers to Transferees and Applicants” above, as well as later in this document under “Transfer Policy”.)
5. Tenants who refuse a transfer offer without good cause will be removed from the transfer list and tenants who refuse transfers that are mandatory are subject to lease termination. **24 CFR § 966.4(c)(4)**
    a. Tenants on the transfer list may refuse transfer offers for the “good cause” reasons cited in DHA’s *Procedure on Good Cause for Refusal of Unit Offers* without losing their position on the transfer list.
6. Tenants may use DHA’s *Grievance Procedure* if DHA is requiring them to transfer and they do not want to do so or if they believe DHA’s action to facilitate the transfer is taking too long. **24 CFR § 966.50**

E. Monitoring Tenant Selection and Assignments

1. DHA will select applicants from its waiting list by conducting a lottery (random selection) each time it elects to select one or more applicants from a waiting list.
2. DHA will perform this random selection (lottery) using its Yardi software system.
3. DHA will maintain detailed records of each waiting list lottery to demonstrate that its selection methodology is accurate and impartial.
4. Detailed records of units offered, including the location, date, and circumstances, for each acceptance or refusal of an offer, will be maintained and monitored.

F. Fair Housing

1. It is the policy of DHA to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. DHA shall affirmatively further fair housing in the administration of its public housing program.
2. No person shall, on the grounds of race, color, sex (including gender identity and sexual orientation), religion, national or ethnic origin, familial status, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under DHA's programs.
3. No inquiries shall be made about a person's sexual orientation or gender identity. However, DHA may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.
4. To further its commitment to full compliance with applicable Civil Rights laws, DHA will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at DHA office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.
5. DHA will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. DHA will also assist them in completing the forms, if requested, and will provide the client with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

6. DHA will keep records of housing discrimination complaints, investigations, notices and corrective actions for five years.

IV. Leasing Policies

A. Anti-Fraud Policy

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

Although there are various types of fraud and program abuse that may be committed. The two most common are the failure to fully report all sources of income and the failure to accurately report all members residing in the assisted household. DHA shall warn applicants and residents of the consequences associated with engaging in fraud and program abuse.

When a fraudulent action / program abuse is discovered, DHA shall take action. It shall take one or more of the following steps depending on circumstances and what it determines appropriate:

A. Investigate, gather evidence, analyze the information and make a determination

B. Inform the applicant / resident of our findings and provide the client with an opportunity to present additional information

C. After a final determination is made, DHA may:

- Require the resident to immediately repay the amount in question;
- Require the resident to enter into a satisfactory repayment agreement
- Begin lease termination
- Refer the case for criminal prosecution;
- Refer the case to the HUD Office of Inspector General; or
- Take other action as DHA deems appropriate.

B. General Leasing Policy

5. Apartments will be leased without regard to race, color, religion, sex, age[14], sexual orientation, gender identity, national origin, disability, and familial status. **24 CFR §§ 1.4 and 100**
6. Each public housing unit must be the resident's sole residence. **24CFR§966.4(f)**
7. All units must be occupied pursuant to a signed DHA lease that complies with HUD's regulations **24 CFR § 966.4.**
8. DHA will not offer, nor move a family, into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4(e)**
9. The lease shall be signed by the head of household, spouse, and all other adult members of the family and by the authorized representative of DHA, prior to actual move-in. **24 CFR § 966.4 (p) Adult members of the family do not include live-in aides, and live-in aides will not sign the lease.**
10. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of

[14] Except at those properties that are properly designated for elderly families.

move-in. The explanation must be in a language understood by the resident, or in a manner intelligible to a person with disabilities.

11. Changes in family composition, income or familial status between the eligibility interview and leasing will be processed by the Admissions office (for applicants) and by site staff (for residents). Changes after the new admissions process is completed will be processed by the property manager or other authorized representative of DHA.

12. DHA's principles on security deposits are outlined below.

    a. Public Housing Properties:

        1) The Resident shall pay a security deposit at the time of leasing, or, with the permission of DHA, shall be permitted to pay part of the security deposit at leasing and the remainder over the first six months of tenancy as a charge in addition to the rent.

        2) The security deposit for new elderly or disabled families shall be the greater of $100 or one month's rent.

        3) The security deposit for new non-elderly and non-disabled families shall be the greater of $200 or one month's rent.

        4) For all current residents, the amount of security deposit already paid shall not be increased while the resident lives at any DHA property (including situations in which a family is transferred from one property to another).

        5) If a resident transfers from one property to another, the existing security deposit should be applied to the new unit and shall not be increased. If, after conducting a move-out inspection of the previous unit, damages or other charges are owed, DHA will charge the resident but will not use the security deposit to pay the charges. The disposition of the security deposit will only occur when the resident leaves the program.

        6) DHA will use the security deposit when the resident leaves the program to pay the cost of any rent or charges that are due and to reimburse DHA for the cost of repairing any damages caused by the Resident, any household member, household pet, guests or other persons beyond the tenant's control, beyond reasonable wear and tear.

        7) DHA shall mail to the forwarding address provided by the Resident, within 30 days of vacate date, an itemized statement listing any unpaid rent, damages allegedly caused to the premises and cost of repair, any remaining Security Deposit and a statement of resident rights to dispute. If DHA does not provide a written description and itemized list of damages and charges, the agency forfeits the right to withhold any portion of the security deposit or to bring suit against the tenant for damages to the premises.

        8) In accordance with Texas Property Code 93.009 (a), DHA is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives DHA a written statement of the tenant's forwarding address for the purpose of refunding the security deposit. The tenant does not forfeit the right to a refund of the security deposit or the right to receive a description of damages and charges merely for failing to give a forwarding address to DHA.

13. Pet deposits are in addition to the security deposit, and charged in accordance with DHA's *Pet Policy and Procedure*. Assistance animals verified to be needed by residents with disabilities are not considered pets and pet deposits are not applied or required. **24 CFR § 966.4(b)(5)**

14. If a resident transfers from one DHA apartment to another, a new lease will be executed for the dwelling into which the family moves prior to the family moving in**. 24 CFR § 966.4 (a)(ii)**

15. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either: **24 CFR § 966.4(c)**
    a. A new lease agreement will be executed, or
    b. A Notice of rent adjustment will be executed, or
    c. An appropriate rider will be prepared and made a part of the existing lease.
    d. All copies of such riders or insertions are to be dated and signed by the resident and by the President and CEO or other authorized representative of DHA. **24 CFR § 966.4 (o)**
16. At the time of leasing, the new resident will receive a copy of the applicable DHA lease and the following attachments:
    a. Pet Policy.
    b. Community Service Policy (public housing program residents only).
    c. Applicable City Ordinances.
    d. Other lease attachments as stipulated in Part 1 of the Lease.
17. If, at any time, the head of household dies or permanently leaves the unit for any reason (e.g. institutionalization, forming a new household elsewhere), DHA will permit the remaining members of the family to remain in the unit so long as:
    a. The remaining family member(s) report the death or departure of the head of household within 10 days of the occurrence;
    b. There is still at least one member who was listed on the lease for the apartment; and
    c. The remaining members of the household includes a person who is either an adult or an emancipated minor capable of executing a lease.

    DHA retains discretion to waive the above requirements on a case-by-case basis if good cause exists.
18. Residents are not permitted to allow roomers or boarders to occupy their apartments. Violation of this provision is grounds for lease termination.
19. Residents are not permitted to allow a former resident of DHA who has been evicted to occupy their unit, even as a visitor. Violation of this provision is grounds for lease termination.
20. Residents must advise DHA if they will be absent from the apartment for more than 7 days. Residents shall notify the manager, secure the apartment, and provide a means for DHA to contact the resident in an emergency. Failure to advise DHA of an extended absence is grounds for termination of the lease.

C. Showing Units Prior to Leasing

1. Applicants may have an opportunity to see the unit being offered, or a similar sample unit, before they accept the offer and lease the apartment in accordance with DHA's *Procedure on Showing Units Prior to Leasing***.**
2. DHA will not show nor move a family into a unit that does not meet basic habitability standards, including applicable DHA occupancy standards.

D. Additions to and Deletions from the Resident Family and Household

1. Only persons listed on the most recent certification form and lease, or added in accordance with law or DHA's Family Composition Change Procedure**,** shall be permitted to occupy a dwelling unit. **24 CFR § 966.4(a) (v)**
2. Children will be added to a family's household, if they are born to, or adopted by a family member, or a court awards custody to an adult family member listed on the lease.

3. Generally, DHA will approve the addition of an adult family or household member when that individual passes screening, is not currently residing in a HUD assisted unit, and does not overcrowd the family in the unit they currently occupy.
4. Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.

E. Visitors

1. Overnight visitors are permitted in a dwelling unit so long as they have no previous history of behavior on DHA premises that would be a lease violation.
2. Residents must register all of their overnight visitors. The registration form permits DHA to run a criminal history check on adult visitors who stay overnight; however, DHA will not run a criminal history check on a visitor unless DHA has reason to believe the visitor actually lives in the DHA unit or if DHA receives complaints about the visitor's behavior from other residents or law enforcement personnel or if DHA has reasonable cause to believe that the person poses a threat to the health, safety or welfare of anyone on the property.
3. In DHA properties, a guest may visit overnight for a total of 14 days/nights in any twelve month period.

V. Transfer Policy

A. General Transfer Policy

1. Transfers are made within and between properties without regard to race, color, sexual orientation, gender identity, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. Transfers will be made in accordance with DHA's *Transfer Procedure.* **24 CFR § 100.5**
2. Residents will not be transferred to a dwelling unit of equal size, except to alleviate hardship of the resident or other undesirable conditions as determined by the Chief Operating Officer or designee, as an approved reasonable accommodation request or as an incentive to high performing residents.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers, or the removal of the household from the transfer list for voluntary transfers. **24 CFR § 1.4(2)(ii) This does not apply to VAWA transfer requests. See *DHA's VAWA Procedure.***
4. There is no notice requirement for emergency transfers. All other categories of transfers will be given the appropriate amount of notice required by the laws of the State of Texas.
5. When possible, DHA will allow a resident in good standing to choose the property to which to transfer for rehabilitation or redevelopment units, so long as there are units of the right size and right type for the resident being transferred. Residents who are subject to mandatory transfers do not have the right to wait until a suitable unit is available at the property they prefer, rather each resident will receive a choice of the units available that are the right size and type.
6. Except for VAWA transfers, residents cannot be transferred across housing programs. This includes transfers from public housing (including ACC units in tax credit properties) to tax credit market rate housing, but residents can be transferred within such properties. In rare occasions and at DHA's sole discretion, an exception to # 6 may be authorized by the DHA President and CEO, resulting from extenuating circumstances.
7. A resident may submit a written request to transfer. The request must identify the name and current address of the requesting party, the name of the property in which they currently reside, the reason for the transfer, the name of the property (s) which they would like to transfer to, the number of bedrooms they are seeking, and any specific criteria they are seeking in the unit transfer. The request shall be submitted to their Property Manager.
8. The Property Manager shall review the request and submit the request to the Admissions Office for

processing.

9. Residents with disabilities or a member who has disabilities may submit a request to transfer as a request for a reasonable accommodation. Such requests shall be submitted to DHA's Disability Rights Coordinator.
10. DHA will keep a list of tenants' requests for transfers and DHA's responses, including noting the date of the request for transfer, the name of the resident making the transfer request, the date of DHA's response, the content of the response, the date the resident is told they may move, and the date of the actual move.

B. Types of Transfers and Priority of Transfers

Resident transfers from one unit to another may occur for a variety of reasons. Some are resident initiated while others are DHA initiated. There may arise emergency circumstances under which alternate accommodations for the Resident must be provided, that may or may not require a transfer. The Resident may request a transfer to a different unit as a reasonable accommodation or an VAWA request. The Disability Rights Coordinator authorizes transfers of tenants with disabilities. DHA has established the following procedures to manage all transfer requests. The order in which families are transferred shall be hierarchic by category set forth below.

Emergency transfers are certain situations that present life threatening or hazardous conditions that require emergency transfers. The emergency transfer differs from a typical transfer in that it requires immediate action by DHA. Emergency transfers are mandatory, and are not subject to the 'good standing rule'. Examples of emergency transfers are: Physical hazards to the unit, such as fire damage, gas leak, lack of water, lack of heat during winter season, toxic contamination and serious water leak. Victims of VAWA may also qualify for an emergency transfer. **24 CFR § 966.4(h)**

1) DHA is not required to give prior notice of an Emergency Transfer.
2) Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers; however, the resident will be charged for the damages caused to the apartment and, if applicable, lease termination may be initiated[15]. **24 CFR § 966.4(h)**
3) Refusal to accept an emergency transfer may be grounds for lease termination and eviction.
4) Specifically, the following order of offers applies:

Priority 1: Emergency transfers, such as due to physical hazard (mandatory transfer). **24 CFR § 966.4 (h)**

Priority 2: Emergency due to other causes, such as VAWA (optional transfer)

a. Administrative transfers in the following category order:

Priority 3: Reasonable accommodations as approved by DHA's Disability Rights Coordinator for residents with disabilities (optional transfer). 24 CFR § 8.4

Priority 4: DHA action that requires a unit to be vacated. Example: renovation, revitalization, demolition, or disposition of the building or complex (mandatory transfer).

Priority 5: New admission from the waiting list. (Not a transfer)

Priority 6: Occupancy standards - over housed or under housed (mandatory transfer) 24CFR §966.4(c)

[15] Resident may challenge any charges for damages by using the DHA Grievance Procedure.

Priority 7: Split family transfer - occupancy standards for under housed with at least 2 adults on the most recent lease, and must be for the addition of children through birth, adoption, or court awarded custody (mandatory transfer) 24CFR 966.4(c)

Priority 8: Tenant-Incentive - these transfers are non-mandatory transfers and may be available for Tenants that have resided in a development for at least one year and are in good standing.

C. Residents in Good Standing

1. Except for VAWA requests, requests for reasonable accommodation by persons with disabilities and Emergency Transfers (Health and Safety), residents requesting a voluntary transfer (*other than those with exceptions*) will be considered only if the head of household and other family members and guests under the resident's control:
   a. Are current on rent without unpaid balance at any time in the past 12 months, or current on a repayment agreement for the past 12 months; and
   b. Are current on utility payments to DHA or to utility supplier, or are current with any repayment agreement with DHA or utility supplier; and
   c. Are in compliance with the terms of the lease and any additional terms required to be added to that lease by federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease; and
   d. Meet reasonable housekeeping standards and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping; and
   e. Have not destroyed, defaced, damaged, or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse; and
   f. For all resident incentive transfers, a one-year record of timely payment (rent and other charges), good housekeeping record, and no lease violations is required.
2. Exception to the good standing record requirement will be made by DHA staff, taking into account the recommendation by the manager, and with written approval of the Director of Housing Operations.
3. Absent a determination of exception, the following policy applies to transfers:
   a. If back rent is owed, the resident will not be transferred until a payment plan is executed or, if prior payment plans have failed, back rent is paid in full.
   b. A Resident with housekeeping standards violations will not be transferred until the Resident passes a follow-up housekeeping inspection.

D. Cost of Transfers

1. DHA will pay the moving costs associated with transfers it initiates, and reasonable accommodation transfers, but not those due to changes in family size (overcrowding and over housing), or change in income tier.
2. DHA will pay moving costs for tenants without disabilities who occupy a housing unit with hearing/vision features or a mobility features who are required to relocate in order to make a housing unit available to person(s) with disabilities.
3. In instances where DHA pays the costs associated with unit transfers, DHA will pay reasonable moving expenses, including the cost of disconnecting and reconnecting utilities.

4. Transfers in connection with modernization or revitalization will include moving expenses, including the cost of disconnecting and reconnecting utilities.

E. Transfers at Section 8 project-based and Housing Tax Credit Properties

1. In the development of affordable housing, DHA has utilized various financing tools resulting in subsidy layering at some of its properties. As a result, some DHA properties are purely Public Housing while other include Public Housing, Low Income Housing Tax Credits, Market Rate units, Tenant based Housing Vouchers and Project-based Vouchers.
2. Because DHA operates properties under multiple programs, public housing tenants may not be able to transfer to certain units or to certain properties because of the subsidy type. In such instances, if the resident desires to relocate to a project-based unit or desires a tenant-based housing voucher, the public housing resident is not eligible for a transfer however; the public housing resident may submit an application on the DHA Rent Café Portal to apply.
3. Current tenants living in Section 8 project-based units or low income housing tax credit units may be transferred within the property in which they reside, but not to other developments. These transfers, if required, will be handled by DHA's housing operations department authorized by the Director of Housing Operations in coordination with the VP of Housing Voucher programs.

VI. Annual Re-examinations of Income and Family Circumstances

A. Eligibility for Continued Occupancy

1. Residents who meet the following criteria will be eligible for continued occupancy:
   a. Qualify as a family as defined in Section XIII of this policy.[16]
   b. Do not own net family assets that exceed $100,000 (as adjusted for inflation) per final rule Section 104 of HOTMA
   c. Do not own real property 'suitable for occupancy' per final rule Section 105 of HOTMA. A property may be considered 'not suitable for occupancy' if the family demonstrates that it: does not meet the disability-related needs for all members of the family; is not sufficient for the size of the family; is not safe to reside in because the person is a victim of domestic violence, sexual assault or stalking and is in fear of harm if they were to reside in the property; is not safe to reside in because of the physical condition of the property.
   d. Are in full compliance with the resident obligations and responsibilities, as described in the dwelling lease, as documented by a lack of lease violation notices in their files. **24 CFR § 966.4(f)**
   e. All family members each have verified Social Security Numbers. **24 CFR § 5.216**
   f. Meet HUD standards on citizenship or immigration status, or are paying a pro-rated rent. **24CFR§5.5**
   g. Are in compliance with DHA's community service requirements, if applicable.[17]
   h. Have satisfactorily completed their annual recertification.
   i. Have not exceeded the HUD maximum income threshold for public housing residents (see Section 960.257(a)(5).

[16] For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18.
[17] Applicable to certain adults who are not exempted because they are elderly, disabled and unable to work, working, or participating in qualifying educational or job training programs.

B. Asset Limitations - Annual Recertifications and Interim Redeterminations

1. Net Family Assets: For households that have verified net family assets that exceed $100,000, DHA will enforce the asset limitation. When the determination is made that the net family assets exceed $100,000, DHA will initiate termination or eviction proceedings within six months of the income examination that determined the family was out of compliance.

C. Remaining Family Members and Prior Debt

1. If the head of household dies or leaves the unit, continued occupancy by remaining family members is permitted only if:
   a. The family reports the departure (or death) of the head of household within 10 days of the occurrence, unless good cause exists;
   b. The family includes a member who can pass screening, and is either of legal age to execute a lease, or is a court-recognized emancipated minor; and
   c. The new head of household signs a new lease within 10 calendar days of the departure/death of the former head unless good cause exists.
2. Remaining family members age 18 years or older will be held responsible for debts incurred by the former head or spouse.
3. DHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the debt incurred *before the remaining member attained age 18*.

D. Re-examinations

1. Regular Annual Re-examinations: DHA shall, at least once every 12-months, re-examine the family composition and incomes of all resident families, except that public housing families paying flat rent shall have their incomes re-examined only every three years. DHA may take a streamlined approach to the verification of income for families with fixed incomes, using COLA [18] percentages and interest rates rather than independent verification. **24 CFR § 960.257**
2. For a family with total net assets equal to or less than, $50,000, DHA may accept, for purposes of recertification of income, a family's declaration that it has net assets equal to or less than $50,000, without taking additional steps to verify the accuracy of the declaration. **24 CFR § 982.516**
   a. If a family submits such a declaration, the declaration must state the amount of income the family expects to receive from such assets; this amount must be included in the family's income.
   b. A PHA must obtain third-party verification of all family assets every 3 years.
3. Special re-examinations: When it is not possible to estimate family income accurately, a temporary determination will be made with respect to income and a special re-examination will be scheduled every 120 days until a reasonably accurate estimate of income can be made. **24 CFR § 5.609(d)**
4. A special re-examination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder. **24 CFR § 960.257**
5. Zero-income families: Unless the family has income that is excluded for rent computation (e.g. the family receives state funding for the care of foster children), families reporting zero income will have their

[18] Cost of living allowance.

circumstances examined every 90 days until they have a stable income. As required by federal regulations, monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose other than the payment or reimbursement of medical expenses shall be considered income. **24 CFR § 5.609**

6. If DHA is terminating the lease of a resident when the resident is scheduled for re-examination, the re-examination will be completed but a new lease will not be executed:
   a. If DHA prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted.
   b. If the resident prevails in the lease termination action, a new lease will be executed.
7. Action following re-examination: If there is any change in rent, the lease will be amended, a new lease will be executed, or a Notice of Rent Adjustment will be issued. **24 CFR § 966.4(a)(3)**
   a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy, and moved to an appropriate apartment when one becomes available. 24 CFR § 966.4(c)(3)
   b. The notice of rent adjustment will include the new rent, the date when the new rent takes effect, and the fact that the resident has the right to request a grievance hearing if the Resident disagrees with, or does not understand the new rent.
   c. Effective date of adjustments:
      1) Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.
      2) Rent decreases go into effect the first of the month following the report of a change.
      3) Income decreases reported or verified after the tenant accounting cut-off date, will be effective the first of the second month, with a credit retroactive to the first month.
      4) Rent increases (except those due to misrepresentation) require 30-day advanced notice and become effective the first day of the following month.
      5) Rent increases due to misrepresentation of information by the family, are applied retroactive to the first of the month following the event that was misrepresented or not reported.
8. Over Income Families: After a public housing resident's household income has exceeded 120 percent of the area median income (AMI) for two consecutive years, DHA must terminate the family's tenancy within six months of the second income determination.
   a. 120 percent of AMI, as published annually by HUD, is referred to as the "over income limit".
   b. When DHA becomes aware, by annual or interim re-examination, that a family's income exceeds the applicable income limit, DHA will document such information in the family's file to compare with the family's income one year later.
      1) If the family's income at next re-examination, continues to exceed the over income limit, then DHA must provide written notification to the family. Notification must specify that if the family's income continues to exceed the over income limit for two consecutive years, the family will be subject to termination in compliance with the HUD regulations and in accordance with DHA's over income policy.
      2) If the family's income decreases below the over income limit during the first or second year, then the over income procedures that would otherwise lead to termination of rental housing assistance no longer apply. The family is entitled to a new two-year grace period and the two-year clock resets, and starts over should the family's income exceed the over income limit again in the future.

c. Over income limit thresholds and an example of timelines are outlined in the tables below:

Sample Timeline (Over Income at Annual Recertification)

Clock	Re-examination Date	Re-examination Type	Income Status	DHA Action
Year 0	8/1/2015	Annual	Low-Income	*Complete re-examination.*
Begin 2 year clock	8/1/2016	Annual	Over-Income	*DHA staff must document over-income status for re-verification one year later. Notice to the client is not required at this point.*
1 year later; half-way through 2 year clock	8/1/2017	Annual	Over-Income	*DHA conducts annual re-examination to compare current income with that of one year ago. Send written notice to family of over-income status for one year. If over-income for two consecutive years, then housing assistance may be terminated.*
1 year later; complete 2 year clock	8/1/2018	Annual	Over-Income	*Send written notice to family of over-income status for two consecutive years. Housing assistance will be terminated 6 months from the date of this letter.*

Sample Timeline (Over Income at Interim Recertification)

Clock	Re-examination Date	Re-examination Type	Income Status	DHA Action
Year 0	8/1/2015	Annual	Low-Income	*Complete re-examination.*
Begin 2 year clock	11/1/2015	Interim	Over-Income	*DHA staff must document over-income status for re-verification one year later. Notice to the client is not required at this point.*
	8/1/2016	Annual	Over-Income	*Document over-income status. Notice to the client is not required at this point.*

1 year later; half-way through 2 year clock	11/1/2016	Interim	Over-Income	*DHA conducts interim re-examination to compare current income with that of one year ago. Send written notice to family of over-income status for one year. If over-income for two consecutive years, then housing assistance may be terminated.*
	8/1/2017	Annual	Over-Income	*Document over-income status. Notice to the client is not required at this point.*
1 year later; complete 2 year clock	11/1/2017	Interim	Over-Income	*Send written notice to family of over-income status for two consecutive years. Housing assistance will be terminated six months from the date of this letter.*

VII. Interim Rent Adjustments - Modified Fixed Rent System

A. Interim Adjustments to Rent between Regular Re-examinations

1. Residents are required to report any and <u>all changes in family composition, income, or status</u> to the housing manager within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction and may result in lease termination. In order to qualify for rent reductions, residents must report income decreases promptly.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved according to DHA's Verification Procedure (610-1.2) 24 CFR § 960.259(c).
3. DHA may make a determination that the resident's failure to report information timely was due to circumstances outside of the family's control and that the adjustment in Tenant Rent will be implemented retroactively. Situations that may warrant a retroactive rent decrease might include late reporting due to (but not limited to): Medical emergency, Natural disaster, and/or Disruptions to PHA operations. When the determination is made that the failure to report timely was outside of the family's control, then a retroactive decrease may be applied beginning on the later of the first of the month following the date of the actual decrease in income.
4. DHA will process interim changes in rent in accordance with the chart below:

• *INCOME CHANGE*	• *DHA ACTION*
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules[19], or will decrease annual income by less than 10 percent.	*• Process interim rent reduction if income decrease will last more than 30 days, is not subject to Imputed Income rules or is more than 10 percent of annual income.* ***24 CFR § 5.609***

[19] Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions **(24 CFR § 5.615)**.

(b) Increase in verified family deductions	*• Process interim rent reduction if income decrease will last more than 30 days and reduces annual income by more than 10 percent.* ***24 CFR § 5.609***
(c) Increase in income following PHA granting interim rent decrease.	*• Process interim rent increase for income increases after interim rent reductions.*
(d) Increase in earned income from the employment of a current household member.	*•Defer rent increase until next regular reexam unless the family has had an interim rent reduction in the reexam period.* ***24 CFR§ 960.255***
(e) Increase in unearned income (e.g., COLA adjustment for social security).	*• Defer rent increase to the next regular reexam unless the increase is more than 10 percent of annual income.*
(f) Increase in income because a person with income (from any source) joins the household.	*Conduct an Interim Redetermination of the family's income and raise the rent.*
(g) Increase in income because Tenant misrepresented income or deductions.	*Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation.*
(h) Increase in monetary or non-monetary income after Resident claims zero income	*• Process an interim rent increase.*

1. DHA will process an interim increase in rent only if
   a. The change in income will be a decrease or increase of more than 10 percent of annual income.
   b. the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have[20]; or
   c. the resident's income increases after the resident was granted an interim decrease in rent; or
   d. the resident reported zero income and has a verified increase in income (that may be a non-monetary contribution); or
   e. a person with income joins the household.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by DHA. 24 CFR § 960.259(c)
3. DHA will process interim decreases in rent as follows:
   a. When a decrease in income is reported, and PHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
   b. The PHA will not process interim rent decreases if the reduction in the annual income is less than 10 percent of annual income.
   c. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed except in the three months before the family's next regular reexamination.

[20] PHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

4. Residents granted a reduction in rent are required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases, or it is time for the next regularly scheduled reexamination, whichever occurs first.
5. If residents experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:

   a. Welfare department has reduced the grant because of welfare fraud; or

   b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.

6. If a resident challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.
7. If the welfare department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction granted in "8" above.
   If the welfare department overturns the grant reduction, no retroactive balance is owed. Complete verification of the circumstances applicable to rent adjustments must be documented and approved according to DHA's Procedure on Verification of Information 24 CFR § 960.259(c)

B. Interim Changes in Family Composition

1. All changes in family composition must be reported within 10 days of occurrence. Certain types of changes do not require DHA advance approval, but they must be reported within 10 days if occurrence, including:

   a. Someone listed on the lease leaving the unit; or

   b. Birth, adoption, or court-awarded custody of a child.

2. Additions of the following person(s) must be requested in writing and require written approval from DHA <u>before</u> the person(s) may move into the apartment:

   a. Adult family member (including a new spouse);

   b. Foster child or children;

   c. Foster adult;

   d. Live-in aide; or

   e. Child in kinship care.

3. All adults who are proposed for addition to a family or household must be screened by the housing operations department and, with the exception of live-in aides, must not overcrowd the unit. See DHA's *Procedure on Additions to and Deletions from the Household*.

4. All requests to remove a household member (e.g. as a result of the member being involved in criminal activity that threatens the entire family with program termination), must be accompanied by substantial supporting documentation that the member to be removed from the assisted household now resides at another address. The member to be removed may appear at DHA in person to remove themselves, or may provide documentation of their move to the HOH. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location. The HOH will be given 10 days to provide such documentation. In the event that the family member who is being removed is uncooperative and refuses to provide such documentation, the HOH must provide a written statement that describes why the member is being removed from the assisted household, and why no other documentation of that move is available. If the HOH fails to respond with either supporting documentation or written statement, then the household will be recommended for termination of housing assistance.

5. When the change in family size would require the family to transfer to a smaller or larger unit, the family will be placed on the central transfer list as soon as the change in family circumstances is verified. Transfers will be processed in accordance with this policy and DHA's *Procedure on Transfers*.

VIII. Lease Termination Policies

A. General Policy on Lease Terminations for Public Housing Subsidy Properties

1. Either DHA or a resident may terminate tenancy at any time, in accordance with all applicable federal, state, and local laws and the lease terms. **24 CFR § 966.4(l)**

B. Resident-initiated Lease Terminations for Public Housing Subsidy Properties

1. A resident may terminate tenancy by providing 30 days' written notice to DHA or housing manager in accord with DHA's *Procedure on Lease Terminations.*

C. DHA-initiated Lease Terminations for Public Housing Properties

1. DHA shall terminate the lease only for serious or repeated violations of the material provisions of the lease or other good cause. **24 CFR § 966.4(l)**
2. The DHA shall give written notice of proposed lease termination in the form required by the lease and applicable regulations and in accordance with the state laws and local laws, in English or Spanish, or, in the case of a resident with disability, in the format requested by the resident. **24 CFR § 966.4(l)**
3. In accordance with the lease and grievance procedure, DHA shall notify the resident in the lease termination notice of the resident's grievance rights if the lease termination is subject to the grievance procedure.

   a. For properties participating in Texas Department of Housing and Community Affairs (TDHCA) programs such as the Low Income Housing Tax Credit program, owners should be aware that TDHCA has promulgated a rule requiring certain items in any non-renewal or termination notice allowed under program rules. Under the rule, owners must provide:
      i. the specific reason for the termination or non-renewal;
      ii. information on residents' rights under the Violence Against Women Act (VAWA), if the development is subject to VAWA;
      iii. information on how a person with a disability may request a reasonable accommodation in relation to such a notice; and
      iv. information on the appeals process if one is used by the property. See 10 TAC 10.610 (Tenant Selection Criteria).

   b. DHA is sensitive to the possibility that certain actions of a resident may be related to, or the result of, domestic violence, dating violence, sexual assault, or stalking (see Definitions in Section XIII), and will offer a resident in this situation an opportunity to certify to such facts.

   c. The Violence Against Women Act (VAWA) protects individuals who are the victims of such crimes and misdemeanors, known collectively as VAWA crimes, from lease termination and eviction for criminal activity related to their victimization.

   d. Victims have 14-days to certify (on HUD 5382) or provide other documentation to certify their status as a victim.

      1) DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:

         i. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".

ii. Providing other 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 side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this procedure.

iii. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.

e. Victims of VAWA crimes *may* qualify for an emergency transfer if they either reasonably believe there is a threat of imminent harm from further violence if they remain in their dwelling unit, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.

f. Notice is provided to applicants and residents liberally at admission, recertification, termination, and denial of assistance on HUD 5380.

g. Detailed procedures on emergency transfers are covered in DHA's VAWA *Procedure*

D. Notification Requirements for Public Housing Subsidy Properties

1. The DHA's written Notice of Lease Termination will state the reason for the proposed termination, the section of the lease violated, the details of the reason for termination, the date the termination will take place, and will indicate the tenant's rights to a Grievance Hearing.
2. The Notice of Termination may run concurrent with any Notice to Vacate or other notification required by Texas law.
3. Texas Property Code 24.005 Notice to Vacate Prior To Filing Eviction Suit (f), except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.
4. When DHA terminates the lease, written notice will be provided as follows:
   a. 14 days prior to termination for failure to pay rent;[21]
   b. Three (3) days prior to termination, consistent with the exigencies of the situation in cases of violent or drug-related criminal activity that threatens other residents, staff, or neighbors of the property; or
   c. At least 30 days prior to termination in all other cases.

E. Eviction Actions for Public Housing Properties

1. DHA may evict a resident only by bringing a court action.
2. The constable's office or another legally authorized department is the only entity authorized to execute an eviction.

[21] HUD Notice PIH 2021-29 requires nonpayment of rent eviction notices to extend from 14 days to 30 days.
Dallas Ordinance No. 31521 requires DHA to give tenants a 21-day notice of possible eviction prior to any notice to vacate for nonpayment of rent.

3. If DHA files an eviction action against a resident and prevails, the resident will be liable for court costs, including attorney's fees, if those specific costs have been awarded by a judge in a final judgment, all appeal rights have been exhausted, and all applicable deductions pursuant to that judgment have been made. Such attorneys' fees or costs shall not be assessed to a resident's ledger unless and until the fees and costs have been awarded by a judge in a final judgment.
4. DHA will distinguish between past due rent and past due non-rent charges on any petition for eviction and will provide tenants with a ledger showing all outstanding charges attached to the Lease Termination notice.
5. DHA will only pursue collection costs for attorney's fees when those specific costs have been awarded in a final judgement, and all rights to an appeal have been exhausted and all applicable deductions pursuant to that judgement has been made. Such attorney's fees and costs will not be assessed to a resident's ledger unless and until the fees and costs have been awarded by a judge in a final judgement.
6. Other non-rent charges will not be assessed to a resident's ledger unless and until the tenant has been provided a Notice of Charge containing an explanation of the charge(s) and how to dispute the charge(s) through the grievance process.
7. DHA will include a "Reasonable Accommodation Rights" paragraph in all eviction notices that explains that tenants with disabilities may qualify for a reasonable accommodation to stop DHA from pursuing an eviction, if for example, the tenant's disability is related to the reasons for eviction, if an accommodation would not pose an undue financial or administrative burden to Respondent, and if, with an accommodation in place, the tenant will not pose a direct threat to others. This paragraph shall provide instructions on how to make a reasonable accommodation request, including the Disability Rights Coordinator's contact information, and contact information for local legal services providing disability rights services.
8. DHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease. The resident must prove this defense by the preponderance of the evidence.
9. In deciding whether or not to evict for criminal activity, DHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effect that the eviction would have on family members not involved in the proscribed activity.
10. In appropriate cases of criminal activity by a family member other than the head or spouse, DHA may permit continued occupancy by remaining family members, and may impose a condition that the remaining head of household agree to not permit the family member(s) who engaged in the proscribed activity to either reside in or visit the dwelling unit or the property.
11. DHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.
12. DHA may require that the remaining family members live in strict compliance with the lease and that the family execute an agreement for an appropriate period of time.
13. Once an eviction occurs, DHA shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

F. Record keeping Requirements for Public Housing Properties

1. A written record of every termination and/or eviction shall be maintained by DHA, and shall contain the following information:
    a. Name of resident, resident's race and ethnicity, number and identification of apartment occupied;
    b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;

c. For lease terminations for criminal activity, a note in the file with the date, case number, and source of information relating to the notice of arrest or the incident report;

d. For lease terminations for cause, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction;

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

f. Date and method of notifying resident;

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

h. Copy of the served Termination Notice;

i. Copy of any agreed settlement orders; and

j. Copy of any post-judgment agreements.

G. General Policy on Lease Termination for Non-Public Housing Properties

1. Non-public housing subsidy properties refer to those such as Section 8 project-based properties, multifamily properties, and housing tax credit units not receiving HUD operating subsidy.
2. Either DHA or the resident may terminate tenancy at any time in accordance with all applicable federal, state, and local laws and the lease terms.

H. Resident-initiated Lease Terminations for Non-Public Housing Properties

1. Resident may terminate tenancy by providing 30 days' written notice to DHA or housing manager in accordance with DHA's *Procedure on Lease Terminations.*

I. DHA-initiated Lease Terminations for Non-Public Housing Properties

1. DHA or its manager shall terminate the lease only for substantial lease violations or repeated violations of the lease that disrupt the livability of the community, adversely affect the health, safety, or right to peaceful enjoyment of the leased premises of any tenant, interfere with the management of the community, or have an adverse financial effect upon the community, or failure to carry out obligations under the State of Texas Property Code or other good cause (only at the expiration of the lease term).
2. Manager shall give written notice of proposed lease termination in the form required by the lease, and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.
3. Although in HUD regulations, project-based Section 8 and housing tax credit units that do not receive HUD operating subsidy are not subject to the public housing grievance procedure, DHA has chosen to make this forum available in all the properties it manages, except in DHA owned properties with market rate units not covered by Low Income Housing Tax Credit program, and are not occupied by a participant in the project-based or tenant-based Housing Voucher program. Consequently, in accordance with the grievance procedure rules, DHA shall notify the resident in the lease termination notice of the resident's grievance rights if the lease termination is subject to the grievance procedure.

   a. DHA is sensitive to the possibility that certain actions of a resident may be related to, or the result of, domestic violence, dating violence, sexual assault, or stalking (see Definitions in Section XIII), and will offer a resident in this situation an opportunity to certify to such facts.

b. The Violence Against Women Act (VAWA)prohibits an applicant or tenant from having their lease terminated or being evicted from housing on the basis or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking, if the tenant otherwise qualifies for occupancy. 24 C.F.R. 5.2005(b)(I). .

c. Victims have 14 days to certify (on HUD 5382) or provide other documentation to certify their status as a victim.

1) DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:

i. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".

ii. Providing other 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 side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this procedure.

iii. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.

d. Victims of VAWA violence *may* qualify for an emergency transfer if they either reasonably believe there is a threat of imminent harm from further violence if they remain in their dwelling unit, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer.

e. Notice of VAWA rights is provided to applicants and residents at admission, recertification, termination, and denial of assistance on HUD 5380.

f. Detailed procedures on emergency transfers are covered in DHA's *Procedures on VAWA Crimes*.

IX. Utilities

A. Resident-Paid Utilities

1. The following requirements apply only to residents living in developments with resident-paid utilities: **24 CFR § 965 & 966.4(b)(2)**

a. In units with resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease, and failure to pay in a timely manner that results in the transfer of payments to DHA in order to avoid the resident's utilities being turned off is a serious violation of the lease, subject to lease termination. **24 CFR § 960.253(c)(3) and 966.4(b)**

b. If a resident or applicant is unable to get utilities connected in the Resident or Applicants his/her own name because of bad credit or a previous balance owed to the utility company at a prior address, the resident or applicant will not be permitted to move into a unit with resident-paid utilities. Depending upon the size and type of unit an applicant needs, the inability of an applicant to get utilities connected may cause the application to be rejected. **24 CFR § 960.203**

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

d. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of apartment occupied. **24 CFR § 5.609**

e. Residents who pay their utility bills directly and are paying an income-based rent have the amount of rent owed to DHA reduced by the amount of the utility allowance. In other words, the resident's total tenant payment, less the utility allowance equals the tenant rent owed to DHA.

f. When a resident's total tenant payment is less than the utility allowance, DHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier. **24 CFR § 5.632.** When the value of the utility reimbursement is less than $15 per month, reimbursements will be paid quarterly rather than monthly.

g. Residents on whose behalf utility reimbursements are paid to the utility company are required to pay the utility supplier for any use in excess of that covered by the utility allowance.

h. If the resident's actual utility bill is less than the utility allowance, the resident receives the savings.

i. Residents who have elected to pay a flat rent do not receive a utility allowance. The value of the utilities paid by the resident have already been deducted from the flat rent.

B. Excess Utility Charges

1. In some specific DHA properties, individual units are "check-metered". In DHA developments that are "check metered", the gas utility runs through a master meter for the property and on to sub-meters (also known as check-meters) for each individual dwelling unit. As a result, residents have a consumption-based utility billing along with DHA's consumption-based utility allowance, reflective of the size and type of unit and actual equipment provided by DHA. Check meters are read by DHA and each tenant is charged only for their utility consumption in excess of the utility allowance at the rate paid by DHA.
2. In buildings where utilities are not individually metered and there are no check meters, DHA may make excess utility charges for the use of certain resident-supplied appliances in excess of those supplied by DHA. Examples include:
   a. Second refrigerator;
   b. Freezer.

C. Reasonable Accommodations and Utility Allowances

1. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances, if there is a verified need for special equipment because of the disability, which can be evaluated through the request for reasonable accommodation procedure.

24 CFR § 8.4 and 966.7

D. Utility Allowance Schedule

1. DHA shall perform an update of its utility allowances in strict accordance with applicable HUD regulations. DHA utilizes the professional services of a third-party subject matter expert to update its utility allowance schedule applying current market rate data as required.
2. DHA shall inform its residents of any changes to the utility allowance schedule
3. DHA shall make its utility allowance schedule effective on January 1 applying the impact of the utility allowance schedule at the resident's next regularly scheduled annual recertification.

X. Flat Rents (Public Housing Subsidy Units Only)

1. Flat rent payments are available to participants in the public housing program only. Flat rents are not available to households who are occupants of Market Rent units or residents of DHA owned developments who participate in the Housing Choice Voucher program or Project-based Voucher program.

a. Flat rents shall be determined in accordance with HUD regulations.

b. Flat rents vary by apartment size and type, and also by development location.

c. Flat rent payers do not receive a utility allowance. An apartment with resident-paid utilities will have a lower flat rent than the same apartment with development-paid utilities.

A. Annual Update of Flat Rents

1. DHA shall review the flat rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on HUD's published small area fair market rents.
3. When a resident chooses flat rent, the Resident's rent shall be adjusted only at the next annual re-examination, rather than when DHA may revise the flat rents.

B. Choice of Rent

1. Once each year, beginning with admission and continuing at each annual re-examination, each family is offered a choice between paying the income-based rent and the flat rent, applicable to the unit they will be occupying.
2. Because of the way the federal law is written, choice of flat rent may only be offered at admission and annual re-examination.

C. Recertification of Families on Flat Rents

1. Families paying flat rents are required to recertify income only every three years, rather than annually. They are required to participate in annual re-examinations to ensure that apartment size is still appropriate and community service requirements (if applicable) are met. **24 CFR § 960.257 (a)(2)**

D. Hardship Reduction in Flat Rents

1. If a resident who opted for flat rent experiences a decrease in income, the Property Management staff (starting with the assigned leasing professional) will perform an interim re-examination of Income.
2. If the reduction in income will last more than 30 days, property management will reduce rent to the income-based rent based on verified income information. **24 CFR § 960.253 (f)**
3. If the Resident's income rises again before the annual re-examination, the resident must pay the income-based rent until the next annual re-examination.

XI. Determining Income and Rent

A. Annual Income

1. To determine annual income, DHA Housing Authority includes, with respect to the family, all amounts not specifically excluded below and received from all sources by each member of the family 18 years or older, is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and imputed returns on net family assets exceeding $50,000 (adjusted annually) when the value of the actual returns from a given asset cannot be calculated. Imputed returns are based on the current passbook savings rate, as determined by HUD. Once the annual income is determined, DHA Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.
2. DHA shall use HUD's definition of annual income. Should this definition be revised, HUD's definition, rather than that presented below shall be used. **24 CFR § 5.609**
3. Annual income includes, with respect to the family:

a. All amounts, not specifically excluded in this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

b. When the value of net family assets exceeds $50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

B. Excluded Income

1. Annual income does not include the following: **24 CFR § 5.609**

a. Any imputed return on an asset when net family assets total $50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

b. The following types of trust distributions:
   a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):
      1. Distributions of the principal or corpus of the trust; and
      2. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
   b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.
   c. Earned income of children under the 18 years of age.
   d. Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.
   e. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
   f. Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.
   g. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
   h. Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.
   i. Student financial assistance as defined as:
   j. Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and
   k. Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.
      i. Student financial assistance, for purposes of this paragraph, means a grant or scholarship received from—
         1. The Federal government;
         2. A State, Tribe, or local government;
         3. A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

4. A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
5. An institution of higher education.

ii. Student financial assistance, for purposes of this paragraph, does not include—
1. Any assistance that is excluded pursuant to this section;
2. Financial support provided to the student in the form of a fee for services performed (*e.g.,* a work study or teaching fellowship that is not excluded pursuant to this section);
3. Gifts, including gifts from family or friends; or
4. Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in this section.

iii. Student financial assistance, for purposes of this paragraph must be:
1. Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
2. Expressly to assist a student with the costs of higher education; or
3. Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

iv. Student financial assistance, for purposes of this paragraph may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph.

v. When the student is also receiving assistance excluded under this section, the amount of student financial assistance under this paragraph is determined as follows:
1. If the amount of assistance excluded under this section is equal to or exceeds the actual covered costs under this section, none of the assistance described in this this section is considered student financial assistance excluded from income under this paragraph.
2. If the amount of assistance excluded under this section is less than the actual covered costs under this section, the amount of assistance described in this section that is considered student financial assistance excluded under this paragraph is the lower of:
a. the total amount of student financial assistance received under this paragraph of this section, or
b. the amount by which the actual covered costs under this section exceeds the assistance excluded under this section.

l. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government

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

n. (12)

o. 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);

p. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (*e.g.,* special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
q. Amounts received under a resident service stipend not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.
r. Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, 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 unless those amounts are excluded in this section.
s. 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.
t. Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611.
u. Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.
v. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
w. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
x. 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.
y. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
z. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (*e.g.,* proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
aa. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.
bb. Amounts that HUD is required by Federal statute to exclude 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 this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.
cc. Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not

excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

dd. Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

ee. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

ff. Direct Federal or State payments intended for economic stimulus or recovery.

gg. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

hh. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

ii. Gifts for holidays, birthdays, or other significant life events or milestones (*e.g.,* wedding gifts, baby showers, anniversaries).

jj. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

kk. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

ll. Civil rights settlements or judgments, including settlements or judgments for back pay.

mm. Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

nn. Income earned on amounts placed in a family's Family Self Sufficiency Account.

oo. Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

pp. 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; and

qq. 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.

C. Anticipating Annual Income

1. ***Initial occupancy or assistance and interim reexaminations.*** The PHA or owner must estimate the income of the family for the upcoming 12-month period: **24 CFR § 5.609(d)**

   a. To determine family income for initial occupancy or for the initial provision of housing assistance; or

   b. (ii) To determine family income for an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

2. Annual Reexaminations.

   a. The PHA or owner must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA or owner uses a streamlined income determination under §§ 5.657(d), 960.257(c), or 982.516(b) of this title.

b. In determining the income of the family for the previous 12-month period, the PHA or owner must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income under §§ 5.657(c), 960.257(b), or 982.516(c) of this title.

c. The PHA or owner must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.

3. Use of other programs' determination of income

a. The PHA or owner may, using the verification methods mentioned in this section, determine the family's income prior to the application of any deductions applied in accordance with § 5.611 based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:

(A) The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.).

(B) Medicaid (42 U.S.C. 1396 et seq.).

(C) The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).

(D) The Earned Income Tax Credit (26 U.S.C. 32).

(E) The Low-Income Housing Credit (26 U.S.C. 42).

(F) The Special Supplemental Nutrition Program for Woman, Infants, and Children (42 U.S.C. 1786).

(G) Supplemental Security Income (42 U.S.C. 1381 et seq.).

(H) Other programs administered by the Secretary.

(I) Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.

(J) Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the Secretary determines to have comparable reliability and announces through the Federal Register.

4. If a PHA or owner intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance, the PHA or owner must obtain it using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, the PHA or owner must calculate annual income in accordance with 24 CFR part 5, subpart F. The verification must indicate the tenant's family size and composition and state the amount of the family's annual income. The verification must also meet all HUD requirements related to the length of time that is permitted before the third-party verification is considered out-of-date and is no longer an eligible source of income verification.. **24 CFR § 5.609(d)**

D. Adjusted Income

1. Adjusted income is defined as annual income (as determined under § 5.609) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions: 24 CFR § 5.611 Annual income includes all amounts received from all sources by each member of the family who is 18 years of age or older, the head of household, or spouse of the head of household, in addition to unearned income received by or on behalf of each dependent who is under 18 years of age. All amounts received by the head of household, co-head, or spouse, including the income of a day laborer, independent contractor, and seasonal worker are included in annual income unless specifically excluded in Excluded Income.

2. Mandatory deductions.

a. $480 for each dependent, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of $25;

b. $525 for any elderly family or disabled family, which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of $25;

c. The sum of the following, to the extent the sum exceeds ten percent of annual income:

i. Unreimbursed health and medical care expenses of any elderly family or disabled family, such as. Expenses may include but are not limited to: Services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills; and

ii. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined 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; Expenses may include but are not limited to wheelchairs, ramps, guide dogs, assistance animals, lifts, reading devices for the visually impaired, special equipment to assist a person who is deaf or hard of hearing, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities, or attendant care teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day; 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. Childcare expenses may include amounts anticipated to be paid by the family for the care of children (including foster children if the unreimbursed child-care expenses are paid from the family's annual income and not from another source) under 13 years of age for the period for which annual income is computed..

E. Computing Income-based Rent and Choice of Rent in Public Housing

1. Total tenant payment (TTP) **24 CFR § 5.628** the first step in computing income-based rent is to determine each family's TTP.
   a. If the family is occupying an apartment that has tenant-paid utilities, the utility allowance is subtracted from the TTP.
   b. The result of this computation, if a positive number, is the tenant rent.
   c. If the TTP minus the utility allowance is a negative number, the result is the utility reimbursement, which is paid directly to the tenant or the utility company by DHA[22].
2. Total tenant payment (income-based rent) is the higher of:
   a. 30% of adjusted monthly income; or

[22] Tenant reimbursements of less than $15 per month will be paid quarterly.

b. 10% of monthly income; but never less than the

c. Minimum rent of $50; and not more than the

d. Flat rent, if chosen by the family.

3. Tenant rent:

   a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the total tenant payment.

   b. In developments where DHA pays all utility bills directly to the utility supplier, tenant rent equals total tenant payment. **24 CFR § 5.634**

4. Minimum Rent:

   a. The public housing minimum rent shall be $50 per month.

5. Minimum rent hardship exemption:

   a. A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a long-term hardship (over 30 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

      1) the family has lost eligibility for or is applying for an eligibility determination for a federal, state, or local assistance program;

      2) When the family would be evicted because it is unable to pay the Minimum rent; or

      3) A death in the family has occurred: or

      4) When a family with health and medical expenses or reasonable attendant care and auxiliary apparatus expenses exceed five percent of the family's income; or

      5) A family that was claiming the childcare no longer qualifies because the care is no longer necessary to enable a family member to work or go to school. The family may continue to claim the childcare deduction for 90 days, with 90-day extensions as approved by the owner.

   b. Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the <u>greater</u> of 30% of adjusted monthly income or 10 percent of monthly income.

   c. If DHA determines that the Resident's situation does not qualify for a financial hardship, DHA will reinstate the minimum rent from the beginning of the suspension of the minimum rent. The Resident must pay back the rent on the terms and conditions established by DHA.

6. Phased-in Relief for medical and/or attendant or auxiliary apparatus expenses

      a. All families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income examination prior to January 1, 2024, will begin receiving the 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first after the PHA implements HOTMA.

      b. Families who receive this phased-in relief will have eligible expenses deducted as follows:

         i. 1st twelve months– in excess of 5% of annual income.

         ii. 2nd twelve months – in excess of 7.5% of annual income.

         iii. After 24 months – in excess of 10% threshold will phase in and remain in effect unless the family qualifies for general hardship relief.

c. Once a family chooses to obtain General Relief, a family may no longer receive the phased-in relief.

7. General Hardship Relief

   a. To receive general relief, a family must demonstrate that the family's unreimbursed health and medical care expenses or unreimbursed reasonable attendant care and auxiliary apparatus expenses increased, or the family's financial hardship is a result of a change in circumstances that would not otherwise trigger an interim reexamination.

   b. Relief is available regardless of whether the family previously received an unreimbursed health and medical care expense deduction, unreimbursed reasonable attendant care and auxiliary apparatus expense deduction, are currently receiving phased-in hardship relief, or were previously eligible for either this general relief or the phased-in relief.

   c. If DHA determines that a family is eligible for general relief, the family will receive a deduction for the sum of the eligible expenses that exceed 5 percent of annual income. The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever comes earlier. However, DHA may, pursuant to discretionary policy, extend the relief for one or more additional 90-day periods while the family's hardship condition continues.

8. Child-Care Expenses Deduction and Hardship Exemption to Continue Child-care

9. A family whose eligibility for the child-care expense deduction is ending may receive a hardship exemption to continue receiving a child-care expense deduction in certain circumstances when the family no longer has a member that is working, looking for work, or seeking to further their education, and the deduction is necessary because the family is unable to pay their rent.

10. Choice of Rent (public housing only):

    a. At initial certification and at each subsequent annual re-examination, the resident shall be offered a choice of paying either the income-based rent or the flat rent applicable to the apartment they will be occupying.

    b. When a mixed family's TTP is greater than the flat rent, DHA is required to use the TTP as the mixed family TTP. DHA subtracts from the mixed family TTP any established utility allowance, and the sum becomes the mixed family rent. **24 CFR §5.520(e)**

XII. Public Housing Community Service

A. Policy Background

1. The community service requirement is only applicable to residents of public housing properties or residents living in ACC-subsidized units at mixed finance properties. No one living in a multifamily property or a project-based voucher property, or using a tenant-based voucher in a market rate unit at a mixed finance property, is subject to the community service requirement.

2. DHA is working to enable its residents to become fully economically independent. In support of this goal and HUD requirements, DHA requires that all non-exempt members of resident families meet monthly targets for neighborhood service or economic self-sufficiency, as monitored monthly.

3. The community service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).

4. Compliance with community service activities is monitored by monthly contact between the non-exempt resident and the resident service coordinator. DHA will accept tenant self-certifications of compliance with the community service requirement.

B. Definitions

1. Community service - volunteer work that benefits the property or the local neighborhood includes, but is not limited to:
    a. Work at a local institution, including but not limited to: school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or child care center, etc.;
    b. Work with a non-profit organization that serves DHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center, neighborhood clean-up programs, beautification programs, etc.;
    c. Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited to community theater, dance, music (orchestra, voice, choir, band, small ensemble, etc.), etc.;
    d. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.;
    e. Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g. a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not);
    f. Work with other youth, disability service or advocacy, or senior organizations;
    g. Work at the property to help improve physical conditions (for example as a ground or building captain, or on a beautification program for the building or grounds);
    h. Work at the property to help with children's programs;
    i. Work at the property to help with senior programs;
    j. Help neighborhood groups with special projects;
    k. Work through the Resident Association to help other residents with problems, serving as an officer in an RA, serving on the RA or Resident Advisory Board;
    l. Care for the children of other residents so they may volunteer.
    m. Political activity is excluded.
    n. Work activity must not take the place of work performed by paid employees.
2. Self-sufficiency hours count toward the 8-hour-per-month requirement only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit. Activities include, but are not limited to:
    a. Job readiness programs;
    b. Job training programs;
    c. Skills training programs;
    d. Higher education (junior college or college);
    e. Vocational education;
    f. GED classes;
    g. Verifiable job search activities;

h. Apprenticeships;

i. Substance abuse or mental health counseling;

j. English proficiency or literacy (reading) classes;

k. Parenting classes;

l. Budgeting and credit counseling;

m. Any kind of class that helps a person toward economic independence; or

n. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.

3. Exempt adult - an adult member of the family who is not required to perform community service because they are:

a. A person who is 62 years or older;

b. A person who is blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certifies that, because of this disability, they are unable to comply with the service provisions of this subpart;

c. A primary caretaker of a person who is blind or disabled;

d. A person engaged in work activities. In order for an individual to be qualified under this definition they must be "engaged in work activities", including:

1) Working at least 30 hours per week in an unsubsidized job;

2) Subsidized private-sector employment;

3) Subsidized public-sector employment;

4) On-the-job-training;

5) Job-search;

6) Community service programs;

7) Vocational educational training (not to exceed 12 months with respect to any individual);

8) Job-skills training directly related to employment; or

9) Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency.

e. Enrolled in satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;

f. Is a member of a family receiving and compliant with requirements of the Temporary Assistance for Needy Families (TANF); **45 CFR Part 260**

g. A member of a family receiving and compliant with requirements of the Supplemental Nutrition Assistance Program (SNAP); or 7 **CFR Parts 271, 272 and 273**

h. A member of a family receiving assistance, benefits, or services under any other welfare program of the state in which the PHA is located, including a state-administered Welfare-to-Work Program, who has not been found by the state or other administering entity to be in non-compliance with such a program.

C. Requirements of the Program

1. Each non-exempt adult in a public housing family must contribute and document some combination of 8 hours per month of community service or self-sufficiency activity.
2. The 8 hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.
3. At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. DHA will make the determination of whether to allow or disallow a deviation from the schedule.
4. Activities must be performed within the neighborhood and not outside the jurisdictional area of DHA. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training. Their hours of education would count toward the requirement.
5. Family obligations - at lease execution or re-examination after the effective date of this policy, all adult members (18 or older) of a public housing resident family must:
    a. Provide documentation that they are exempt from community service requirement if they qualify for an exemption, and
    b. Sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in termination of their lease.
    c. Once each month non-exempt family members must present a completed documentation form (provided by DHA) of activities performed over the previous month to the housing manager.
    d. At each annual re-examination, non-exempt family members must present a completed documentation form (provided by DHA) of activities performed over the previous twelve months. Both forms will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed each month by month.
6. Change in exempt status:
    a. If, during the 12-month period, a non-exempt person becomes exempt, it is their responsibility to report this to DHA and provide documentation of such.
    b. If, during the 12-month period, an exempt person becomes non-exempt, it is their responsibility to report this to DHA and the housing manager.
    c. The housing manager will provide the person with the recording/certification documentation form and a list of agencies in the neighborhood that provide volunteer and/or training opportunities.

D. DHA Obligations

1. To the greatest extent possible and practicable, DHA and its housing managers will:
    a. Provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their community service/self-sufficiency obligations;
    b. Include in the community service requirement a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the community service requirement; and
    c. Provide referrals for volunteer work or self-sufficiency programs.
2. The housing manager will provide the family with exemption verification forms and recording/certification documentation forms and a copy of this policy at initial application and at lease execution.

3. DHA will make the final determination as to whether or not a family member is exempt from the community service/self-sufficiency requirement.
4. Residents may use DHA's *Grievance Procedure* if they disagree with DHA's determination.
5. All specific contractors and employees who may come into contact with respondent's residents (including eviction counsel) understand their obligation to report to the Disability Rights Coordinator for any request for reasonable accommodation that are made.

E. Non-compliance of a Non-exempt Family Member

1. If a non-exempt adult fails to report to the manager or fails to complete the required 8 hours of neighborhood service or self-sufficiency activity, the non-exempt adult shall be considered to be in non-compliance.
2. When a housing manager receives a report of a non-exempt adult's failure to either report or complete the required activity, the housing manager shall send a Notice of Lease Violation to the head of household.
3. The non-exempt adult may be granted additional time to make up any lost hours, properly reported to the manager.
4. If the non-exempt adult who fails to make up the required hours is someone other than the head of household, the remaining family members may retain their tenancy if the noncompliant adult leaves the household;
5. The family may use DHA's *Grievance Procedure* to contest the lease termination.

XIII. Definitions of Terms

1. Accessible dwelling units - when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities.
    a. An apartment that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in **24 CFR § 8.32 & § 40** (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.
    b. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
2. Accessible facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. **24 CFR § 8.21**
3. Accessible route - for persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAS). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.**24 CFR § 8.3**
4. Adaptability - ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. **24CFR § 8.3 & § 40**
5. Affiliated individual – means:
    a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
    b. Any other person living in the household of that individual.

6. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **24 CFR § 8.3 & § 8.23 (b)**

7. Applicant – an individual or a family that has applied for admission to housing.

8. Area of operation - jurisdiction of DHA as described in state law and DHA's Articles of Incorporation; the City of Dallas and all unincorporated areas within five miles of the City boundaries, as amended by the federal Settlement Agreement in Walker v. DHA and HUD.

9. Assets - assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles, and household effects or the value of business assets." See the definition of net family assets, for assets used to compute annual income. **24 CFR § 5.603**

10. Auxiliary aids - means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. **24 CFR § 8.3**

11. Care attendant - a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.

12. Citizen - citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**

13. Co-head of household - one of two persons held responsible and accountable for the family.

14. Community service requirements - the performance of voluntary work or duties that benefit the public and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. See DHA's *Policy on Community Service.*

15. Covered families for welfare benefits - 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 participate in an economic self-sufficiency program as a condition for such assistance.

16. Covered person - for the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control. **24 CFR § 5.A**

17. Dating violence - for purposes of interpreting the Violence Against Women Act (VAWA), 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:

        1) The length of the relationship,

        2) The type of relationship; and

        3) The frequency of interaction between the persons involved in the relationship.

18. Day Laborer - an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

19. Dependent - A member of the family (which excludes foster children and foster adults) other than the family head or spouse who is under 18 years of age, or is a person with a disability, or is a full-time student. **24 CFR § 5.603**

20. Designated family - means the category of family for whom DHA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act. **PL 96-120**

21. Designated housing (or designated development) - a development, or portion of a development designated for elderly only or for disabled families only, in accordance with **PL 96-106**.

22. Development – the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing or subsidy determination purposes, whether or not located on a common site. **24 CFR § 5.603**

23. Disability assistance expenses – reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source. The amount of the deduction is the dollar value of care or apparatus expenses that exceed 3 percent of annual income but never more than the amount earned by all adult family members who are working.

24. Disabled family - a family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**

25. Displaced person – a person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws **24 CFR § 5.403(b).** For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49CFR § 24.2**

26. Divestiture income - imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of net family assets **24 CFR § 5.603** in this section.)

27. Domestic violence - for purposes of interpreting the Violence Against Women Act (VAWA), includes felony or misdemeanor crimes of violence committed by a current or former spouse, or intimate partner of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited 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.

28. Drug-related criminal activity - the illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24CFR§ 5.A**

29. Earned income - means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for,

such as welfare, social security, SSI, and governmental subsidies for certain benefits) or any cash or in-kind benefits. 24 CFR § 5.100

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

31. Elderly family - a family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**

32. Elderly person - a person who is at least 62 years of age. **42 USC 1437a(b)(3)**

33. Eligible immigration status - for a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable USBCI document. **24 CFR § 5.0508**

34. Emancipated minor – a person under age 18 who does not live or intend to live with his/her parents, and who has been declared "emancipated" by a court of competent jurisdiction or who is legally married. An emancipated minor is eligible to be a head of household and sign a DHA lease.

35. Extremely low income (ELI) family – a family whose annual income is equal to or less than 30% of Area Median Income (AMI), as published by HUD adjusted for family size.

36. Family - two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or other operation of law who will live together in DHA housing; or two or more persons who are not so related, but are or will be regularly living together, can verify shared income or resources who will live together in DHA housing.

    a. The term family also includes, as defined herein: elderly family, near elderly family, disabled family, displaced person, single person (to include a person who is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; has left foster care, or will leave foster care within 90 days), the remaining member of a tenant family, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family**. 24 CFR §§ 5 and 960**

    b. Live-in aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights as "remaining family members".

    c. Foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".

    d. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

37. Foster adult - A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent.

38. Foster Child - A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (*e.g.*, public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction. A member of the household who meets the definition of a foster child under state law

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

40. Guest – for the purposes of resident selection and lease enforcement, a guest is a person temporarily staying or visiting in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24 CFR § 5.A**

41. Head of the household - Head of the household (HOH) means the family member (identified by the family) who is held responsible and accountable for the family.

42. Immediate family member - for purposes of interpreting the Violence Against Women Act (VAWA), a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

43. Imputed welfare income - the amount of annual income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**

44. Independent Contractor - an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are consequently subject to the self-employment tax.

45. Individual with disabilities - Section 504 definition **24 CFR § 8.3** Section 504 definitions of individual with handicaps and qualified individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:

    a. A physical or mental impairment that:

        1) Substantially limits one or more major life activities;

        2) Has a record of such an impairment; or

        3) Is regarded as having such an impairment.

    b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

    c. Definitional elements:

        1) "Physical or mental impairment" means:

            i. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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

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

3) "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

4) "Is regarded as having an impairment" means:

i. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

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

iii. Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

d. The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing designated for people with disabilities or to receive a disability-related income deduction a person must meet the program definition of "person with disabilities" found in this section.

46. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law.) The primary caregiver must be able to document Kinship care. This is usually accomplished through school or medical records.

47. Live-in aide - a person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who:

a. Is determined by DHA to be essential to the care and well-being of the person(s);

b. Is not obligated to support the family member; and

c. Would not be living in the apartment except to provide the necessary supportive services. **24 CFR 5.403**

48. Local preferences: - a PHA may adopt a system of local preferences for selection of families admitted to the public housing program. There are four local preferences in effect, which are described in the section "Eligibility and Intake". Lower-income household - a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **42 USC 1437a(b)**

49. Medical expense allowance - for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of annual income. **24 CFR § 5.603**

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

51. Mixed family - a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent based upon the percentage of family members who are ineligible immigrants. **24 CFR § 5.504**

52. Mixed population development - means a public housing development for elderly and disabled families. The DHA is not required to designate this type of development.

53. Multifamily housing development - for purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**

54. National – a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession, or birth in a foreign country to a parent who is a U.S. citizen. **24 CFR § 5.504**

55. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**

56. Near-elderly person - means a person who is at least 50 years of age but less than age 62, who may be a person with a disability **42 USC 1437a(b)(3)**

57. Net family assets –

    a. Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.: **24 CFR § 5.603**

    b. In determining net family assets, PHAs or owners, as applicable, must 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 therefor. 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 consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

    c. Excluded from the calculation of net family assets are:

        i. The value of necessary items of personal property;

        ii. The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);

        iii. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;

        iv. The value of an educational savings account

        v. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;

vi. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;

vii. The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government.

58. Other person under the resident's control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes (e.g. pizza delivery) is not "under the resident's control". **24CFR § 5**

59. Person with disabilities[23] **42 USC 1437a(b)(3)** means a person[24] who:

    a. Has a disability as defined in Section 223 of the Social Security Act **42 USC 423;** or,

    b. Has a physical or mental impairment that:

        1) Is expected to be of long continued and indefinite duration;

        2) Substantially impedes their ability to live independently; and,

        3) Is of such nature that such disability could be improved by more suitable housing conditions; or,

        4) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 **USC 6001 (5**).

    c. This is the definition that is used for eligibility and granting deductions for rent.

60. Portion of development - includes, one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. **24 CFR § 945.105**

61. Reasonable Accommodation – means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a disability an equal opportunity to (1) use and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service or activity; or (3) to avoid discrimination against an Individual with a disability. Such an accommodation must be granted unless it would (i) pose an undue financial and administrative burden, or (ii) fundamentally alter the essential nature of the program, service or activity.

62. Refusal of housing - an applicant's choice not to accept a DHA offer of housing without good cause.

63. Rejection for housing assistance – DHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.

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[23] Note that this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. 24 CFR 8.4 (c) (2)

[24] A person with disabilities may be a child.

64. Qualified individual with disabilities Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that DHA can demonstrate would result in a fundamental alteration in its nature.

    a. Essential eligibility requirements include: stated eligibility requirements such as income, as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than DHA.

    b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by DHA as a part of the assisted program. The person may not be "qualified" for a development lacking such services. **24 CFR § 8.3**

65. Seasonal worker - an individual who is: 1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and 2) the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry

66. Service provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

67. Sexual assault – intercourse and penetration without consent; sexual abuse of an individual who cannot give their consent due to a disability or diminished mental capacity; intercourse, penetration or sexual contact with a minor (Texas law defines a minor as any person under age 17); forcible and violent intercourse, penetration, or sexual contact, regardless of whether consent is given; and coercive sexual acts.

68. Single person - a person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.

69. Spouse - spouse means the husband or wife of the head of the household.

70. Stalking – for purposes of interpreting the Violence Against Women Act (VAWA), to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to

    a. That person,

    b. A member of the immediate family of that person; or

    c. The spouse or intimate partner of that person.

71. Tenant rent - the amount payable monthly by the family as rent to DHA. If all utilities (except telephone) and other essential housing services are supplied by DHA, tenant rent equals total tenant payment. If some or all utilities (except telephone) and other essential housing services are not supplied by DHA the cost thereof is not included in the amount paid as rent, and tenant rent equals total tenant payment less the utility allowance. **24 CFR § 5.6 5.6.**

72. Total tenant payment (TTP) - calculated using the following formula:

a. The greater of 30% of the monthly adjusted income (as defined in these policies), or

b. 10% of the monthly annual income (as defined in these policies), but

c. Never less than the minimum rent.

d. If the resident pays utilities directly to the utility supplier, the amount of the utility allowance is deducted from the TTP. **24 CFR §5.6** See definition for tenant rent.

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

74. Utilities - utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. **24 CFR § 965.473**

75. Utility allowance - at properties with tenant-paid utilities, this is a dollar amount established in accordance with HUD regulations (24 CFR § 965) for utilities paid directly to the utility supplier by residents. It is adequate to include reasonable consumption for major equipment such as heat, water heating and appliances, but does not include air conditioning in family developments. The amount of the utility allowance is subtracted from each resident's total tenant payment to determine tenant rent.

76. Utility reimbursement – at properties with tenant-paid utilities, amounts paid to families or utility providers when the families' total tenant payment is less than the utility allowance for tenant-paid utilities. Families paying flat rent do not receive utility allowances, and consequently, will never qualify for utility reimbursements.

77. Very low-income (VLI) family - a very low-income (VLI) family has an annual income less than 50 percent of the median annual income for the area, adjusted for family size, as determined by HUD.

78. Visitor – a non-resident who has registered with the manager and has permission to stay overnight for a period not to exceed 14 days in a DHA unit.

79. Welfare assistance - welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state, or local governments.

80. Work activities - as used in the HUD definitions at **24 CFR § 5.603** the term work activities mean:

a. Unsubsidized employment;

b. Subsidized private sector employment;

c. Subsidized public sector employment;

d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

e. On-the-job training;

f. Job search and job readiness programs;

g. Community service programs;

h. Vocational educational training (< 12 months)

i. Job skills training directly related to employment;

j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;

k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence; or

l. The provision of child care services to an individual who is participating in a community service program.

XIV. Other Policies

A. Project-Based Vouchers

1. DHA owned properties include properties developed through the public housing program as well as mixed financing which in some instances include low income housing tax credits, project-based housing vouchers and market rate units.

   At this time, the DHA owned properties that contain project-based housing voucher assisted units include the Roseland Gardens and Buckeye properties. The Project-Based Vouchers are based on a Housing Assistance Payments Contract where the rental assistance is attached to the units. Tenants who occupy these units are participants in the Section 8 program and are not public housing tenants. While the PBV tenants must adhere to the provisions of the lease and house rules, they also must adhere to the rules of the HCV program. Any transactions such as interim changes and annual re-certifications are performed on the HCV program portal.

   In the PBV program, the Total Rent or Contract Rent for the unit is determined by rent reasonableness. Normally DHA's HCV (Landlord Services) department determines rent reasonableness. Because DHA or a DHA affiliate owns the property, rent reasonableness must be performed by a HUD authorized Independent Entity on behalf of DHA. DHA contracted with and HUD has approved the Fort Worth Housing Solutions to serve as DHA's Independent Entity.

   DHA is entitled to request an increase in the project-based housing voucher contract rents annually. The Regional Property Manager or Director of Housing Operations must initiate this request. The request for a contract rent increase must be in writing and submitted to the V.P. of the Housing Voucher programs, who is responsible to submit the request to DHA's Independent Entity for processing. When the Independent Entity provides the rent reasonableness results, the V.P. of the HCV programs shall retain a copy of the documentation and certification of rent reasonableness in an archive as these official records must be preserved and retrieved for audit purposes. A copy of the documentation shall be submitted to the Director(s) of Housing Operations and the CFO for processing. These revised contract rents must be added to the Yardi Voyager system for the Buckeye and Roseland Gardens PBV units.

   Additionally, because DHA owns these developments, the PBV units must be inspected in fulfillment of HUD Housing Quality Standards (HQS). The HQS inspections must be performed by a third party inspection entity (not DHA).

B. Tenant-Based Vouchers

1. DHA owned properties include properties developed through the public housing program as well as mixed financing, which in some instances include low income housing tax credits, project-based housing vouchers and market rate units.

   DHA is permitted to rent market rate units to participants in the Tenant Based Housing Choice Voucher program. In such instances where the resident in any DHA owned public housing Market Rate unit is an HCV participant, these participants are not public housing residents. They are HCV participants who are responsible to abide by the Lease and House Rules. They also must adhere to

the rules of the HCV program. Any transactions such as interim changes and annual re-certifications are performed on the HCV program portal.

The Total Rent or Contract Rent for the Market Rate unit is determined by rent reasonableness. Normally the DHA HCV (Landlord Services) department determines rent reasonableness. Because DHA or a DHA affiliate owns the property, rent reasonableness must be performed by a HUD authorized Independent Entity on behalf of DHA. DHA has contracted with and HUD has approved the Fort Worth Housing Authority [Fort Worth Housing Solutions] to serve as DHA's Independent Entity.

DHA is entitled to request an increase in the project-based housing voucher contract rents annually. The Regional Property Manager or Director of Housing Operations must initiate this request. The request for a contract rent increase must be in writing and submitted to the V.P. of the Housing Voucher programs, who is responsible to submit the request to DHA's Independent Entity for processing. When the Independent Entity provides the rent reasonableness results, the V.P. of the HV programs shall retain a copy of the documentation and certification of rent reasonableness in an archive as these official records must be preserved and retrieved for audit purposes. A copy of the documentation shall be submitted to the Director(s) of Housing Operations and the CFO for processing. These revised contract rents must be added to the Yardi Voyager system for these Market Rate units.

Additionally, because DHA owns these developments, the PBV units must be inspected in fulfillment of HUD Housing Quality Standards (HQS). The HQS inspections must be performed by a third party inspection entity (not DHA).

At this time, DHA Tenant Based HCV participants are residing at Frazier Homes, Roseland Townhomes, and Roseland Estates.

XV. RAD Conversion to Project-Based Rental Assistance (PBRA) or Project-Based Voucher (PBV)

DHA, Housing Solutions for North Texas (DHA) intends to convert one or more of its public housing properties under the U.S. Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program, in accordance with the requirements outlined in HUD Notice PIH 2019-23 (H-2019-09), REV-4.

RAD is a voluntary HUD initiative that allows Public Housing Authorities (PHAs) to convert public housing units to long-term, project-based Section 8 rental assistance—either through the Project-Based Voucher (PBV) or Project-Based Rental Assistance (PBRA) platforms. The primary goal of RAD is to preserve and improve public housing properties by enabling PHAs to leverage private and public funding for capital repairs and long-term sustainability.

Participation in RAD does not eliminate the rights of current residents. HUD requires that tenants be provided protections, including the right to return to the property after any temporary relocation, no rescreening upon conversion, continued affordability, and a phase-in of any rent increases, where applicable.

DHA is committed to transparent communication with residents throughout the RAD process. Resident meetings and formal notices will be provided as part of the conversion planning process. Residents will retain their right to organize and participate in resident councils during and after the conversion.

1. Tenant Rights and Protections *during* RAD conversion

In accordance with PIH 2016-17 and PIH 2019-23 REV-4:

a) **Right to Return**
In no circumstances will a resident who was living in a property prior to conversion be denied the opportunity to return after conversion solely based on the fact that the property underwent conversion under RAD. Per PIH 2016-17 Section 6.2 and PIH 2019-23 REV-4 Section 1.4, .A.5.b, no resident will be permanently displaced as a result of RAD conversion. DHA guarantees all current public housing residents the right to return to the property following any rehabilitation or redevelopment activities, and may not be denied to return unless they voluntarily accept alternative permanent housing or are terminated for cause.

b) **No Rescreening Upon Return**
As required by PIH 2016-17 Section 6.3 and PIH 2019-23 REV-4 Section 1.6.C.1 and Section 1.7.B.1, families who reside in the public housing property prior to RAD conversion will not be subject to new eligibility determinations, income verifications, or criminal background screenings as a condition for returning to the property.

c) **Good Cause Requirement for Termination**
In addition to the rights provided under PBV or PBRA, after conversion, residents have the right to be free from termination of tenancy without good cause. DHA must adhere to the "good cause" standard for lease termination. PBRA conversions will be consistent with Multifamily Housing rules under 24 CFR §882.511 and the HUD Model Lease. PBV conversions will be consistent with grounds for termination as per DHA's Administrative Plan.

d) **Advance Written Notice of Adverse Actions**
As noted in PIH 2016-17, Residents must be provided with written notice of any proposed eviction or termination of assistance, and an opportunity for a meeting consistent with program requirements. DHA shall provide tenants with at least 30 days' written notice of any proposed adverse action affecting tenancy or assistance

e) **PBRA or PBV Phase-In of Rent Increases**
If a tenant's rent increases by more than the greater of 10 percent or $25 purely as a result of conversion, the increase must be phased in over three or five years as determined by the PHA.

f) **Planning for relocation**
If there is a possibility that residents will be relocated as a result of acquisition, demolition, or rehabilitation for a Converting Project, DHA will undertake a planning process in conformance with the URA statutory and regulatory requirements in order to minimize the adverse impact of relocation. DHA will also ensure that their relocation planning is conducted in compliance with applicable fair housing and civil rights requirements.

2. Grievance Procedures

Public housing program requirements related to continued occupancy and termination, including rules on grievances and related hearings, remain in effect until the effective date of a new PBV or PBRA HAP contract. After RAD PBRA conversion, residents will retain grievance rights under HUD Multifamily Housing policy (HUD Handbook 4350.3 REV-1, Chapter 1). DHA will:

a) Notify tenants in writing of the adverse action,
b) Provide an opportunity for an informal meeting with management,
c) Allow written appeals with a timely written response,
d) Prohibit retaliation for filing a grievance.

If it is a RAD PBV conversion, grievance procedures will follow DHA's Administrative Plan.

3. Resident Participation Rights

Under PIH 2016-17 and PIH 2019-23 REV-4 Section 1.6.C.5 and Section 1.7.B.5, residents in RAD PBV or PBRA properties have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding, consistent with the requirements of HUD Handbook 4381.5, REV-2 Chapter 2.6 (for PBRA) :

a) Right to form resident councils
b) Access to Resident Participation Funds (RAP) (up to $25/unit/year)
c) Right to meet freely and organize independently
d) Consultation on operating procedures, repairs, and maintenance

XVI. RAD Waitlist Policy

1. RAD Site-Based Waiting List

In accordance with PIH 2019-23 REV-4, Section 1.6.D and Section 1.7.C, DHA will manage a site-based waiting list for RAD PBV or PBRA units. DHA may combine the RAD PBV or PBRA waiting list with an existing waiting list for another assisted housing program (e.g., public housing or other multifamily PBRA programs) provided that:

a) Public Notification: DHA must notify all applicants on the affected waiting lists of the merger, give them an opportunity to update their application information, and provide them the choice to remain or be removed.
b) Tenant Selection Plan (TSP): A written TSP must govern the waiting list, including preferences, selection order, and eligibility screening procedures. The TSP must comply with HUD Handbook 4350.3 REV-1.
c) Accessibility: The list must remain open and accessible to all applicants and must comply with Fair Housing regulations (24 CFR § 1.4) and Section 504 of the Rehabilitation Act.
d) Outreach Obligations: DHA will conduct affirmative marketing and outreach to ensure that persons least likely to apply are aware of and have access to the RAD site-based list, in accordance with the property's approved Affirmative Fair Housing Marketing Plan (AFHMP).
e) Recordkeeping: DHA will maintain documentation of the merger, outreach efforts, and applicant choices.

Reference: PIH 2019-23 (REV-4), Section 1.6.D, Section 1.7.D and HUD Handbook 4350.3 REV-1, Chapter 4

2. **Transitioning Existing Waiting Lists**

PHAs may choose to transfer applicants from the existing public housing waiting list to the new PBV or PBRA waiting list. Alternatively, they can merge applicants into a broader PBV program-wide or Housing Choice Voucher (HCV) waiting list. The chosen approach must be detailed in the PHA's Administrative Plan, ensuring transparency and compliance with HUD guidelines.

3. **Establishing New Waiting Lists**

If a new waiting list is established, PHAs and property owners must:

- Provide public notice through various media outlets.
- Ensure the application process is accessible to individuals with disabilities and those with limited English proficiency.
- Comply with all fair housing and civil rights laws.

 Occupancy Preferences: While PBV and PBRA properties cannot have occupancy designations (e.g., exclusively for elderly or disabled), they can establish preferences for certain populations, such as elderly families, near-elderly families, or persons with disabilities. These preferences must be included in the PHA's Administrative Plan and be consistent with fair housing and civil rights requirements.

2026 PHA Plan
Supplemental Documents

Residential Lease Agreement

No Revisions this Year

RESIDENTIAL LEASE AGREEMENT

WHAT IT IS:

Part 1: The part of the Lease that is specific to the individual Tenant

This DHA, *Housing Solutions for North Texas*, ("DHA") Residential Lease Agreement, Part I and Part II, ("Agreement") is executed by and between Tenant and DHA on the date reflected by signatures below, and includes the following information specific to each family's circumstances:

- Identity of all members of Tenant's household by their relationship to the head, social security numbers, and dates of birth;
- Unit address, occupancy date, development name and number;
- Prorated and full monthly rent amount, security deposit required, prorated and full monthly utility allowance provided (if any), prorated and full monthly utility reimbursement (if any) and the amount of any other charges due under the Lease;
- Utilities and appliances provided by DHA with the unit;
- Identification of any accessible housing or alternate communication needs;
- Signature line for the parties to the Lease; and,
- A list of all pamphlets and informational materials provided to Tenant at the time of admission.

"Dallas Housing Authority, DHA or Agency" means both DHA, *Housing Solutions for North Texas* and its duly contracted management companies and their employees acting in an official capacity.

"**Dwelling Unit**" means the unit occupied by the Tenant and/or Tenant family (also called "household members") as identified in Part I Section 2 of this Agreement.

"**Family Member(s)"** means any authorized persons whose names are included or added to the Tenant's application and the lease and who are members of the Tenant's "family", as defined in DHA's Admission and Continued Occupancy Policy (ACOP). Family members have the right, if they pass screening as described in the Admissions and Continued Occupancy Policy and are either age 18 or older, or younger and a Court-recognized emancipated minor, to remain in the unit after the Head of Household leaves as a remaining family member.

"Guest" means a person temporarily staying in or visiting 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 tenant is responsible for the actions of their guests.

"**Household Member(s)**" means any "authorized persons" who are not members of the Tenant's family but who are members of the Tenant's household and whose names are included or added to the Tenant's application and the Lease. Household members may be foster children, foster adults, or Live-in Aides **ONLY** and have no rights as remaining family members.

In this Lease, both Family Members and Household Members are authorized occupants and are usually referred to as, "authorized Tenant" and/or "Tenant family".

"Other person under the Tenant's control" means a person who, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the Tenant or other member of the household who has expressed or implied authority to so consent on behalf of the Tenant.

"**Premises**" or "**Property**" means all of the property owned or operated by DHA directly or indirectly to include, but not limited to, stairways, landings, hallways, elevators, community rooms and solariums.

"**Tenant**" means the Head of Household and Co-signer (spouse or co-head), if applicable, who signs the Lease.

Client Number _____

PART 1 of the RESIDENTIAL DETAILS AND RESPONSIBILITIES OF THE LEASE

1. **THIS AGREEMENT** is executed between the DHA, Housing Solutions for North Texas also known as The Housing Authority of the City of Dallas, Texas (hereinafter "DHA"), and _____ _____(hereinafter **"Tenant")**.

Date of Lease	Beginning	End	Annual Review Date	Monthly Rent	**Security/Pet Deposit**

2. **Unit:** DHA, relying upon the representations of Tenant as to Tenant's eligibility, income, deductions from income, preferences, family/household size and housing needs, leases to Tenant a unit in accordance with the Part 2 Lease Terms and Conditions.

Tenant (Head of Household) _____

Spouse/Co-head (if applicable) _____

Address_____Apartment No. _____

City_____State_____Zip Code_____

Development_____Management Office_____

3. **Authorized Family and Household Members:** Tenant's household is composed of the authorized family and household members listed below:

Name	Age & Birth date	Relationship	Social Security Number
		Head	

4. **Initial Pro-rated Rent:** If prorated for a partial month, rent shall be $_____.

5. **Utility Reimbursement:** If applicable, Tenant shall receive $_____from DHA for a partial month's Utility Reimbursement, beginning on_____and ending at midnight on_____. After the initial pro-rated amount, Tenant shall receive $_____per month or quarterly if value of is than $15 or less per month and Tenant does not request to be paid monthly. DHA Utility Reimbursements may be paid by DHA to the tenant or to the applicable Utility supplier on Tenant's behalf by check or debit card.

6. **Monthly Rent/ Rent Choice:** After the initial rent established in (4) above, rent in the amount of $____ per month, shall be payable in advance on the First day of each month. Tenant has selected the following monthly rent, as checked and initialed by Tenant: *(check selected box and initial)*

☐ Income-based rent_____ ☐ Flat rent_____

7. **Rent Payments**: Rent payments must be submitted in a DHA approved method including but not limited to ACH direct Deposit or mailing to DHA's lockbox using the envelope provided with the rent statement:

8. **Renewal**: Unless terminated as stated in the Lease Terms and Conditions, this Lease shall be automatically renewed for the successive terms of one year. The monthly rent stated above will remain in effect unless adjusted
in accordance with the Lease Terms and Conditions. Adjustments to rent will be made by written notice to Tenant or by executing a new Lease Contract.

9. **Security Deposit: Tenant agrees to pay $_____**as a security deposit in accordance with the Terms and Conditions of this Lease. The security deposit shall not exceed one month's rent.

10. **Utilities and Appliances:**

a) The following utilities are furnished and paid by DHA, as checked below:

Heat ☐ Water☐ Sewer Service☐ Electricity ☐ Gas ☐

b) The following utilities are paid for by the Tenant, as checked below:

Heat ☐ Water☐ Sewer Service☐ Electricity ☐ Gas ☐

c) The following appliances are supplied by the Tenant, as checked below:

Stove ☐ Refrigerator ☐ Washer ☐ Dryer ☐ Other ☐ _____

11 **Utilities Allowances Tenant-Paid Utilities:** If Tenant pays for utilities or appliances, as indicated by an (X) above, DHA shall provide Tenant with a Utility Allowance in the monthly amount of $_____ Tenant is responsible for connecting utilities in the name of an adult family member and making timely payments directly to the utility supplier. DHA reduces each family's rent by deducting the "utility allowance" to permit the family to make timely utility payments. If Tenant fails to make timely utility payments and the utility supplier stops billing Tenant and either disconnects Tenant's service or begins billing DHA, DHA will issue Tenant a lease termination notice and DHA will evict Tenant. Tenant must pay the entire utility bill, even if it exceeds the Utility Allowance. The allowance shall be sufficient for a reasonable consumption of utilities by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. **Utility allowances are not applicable if the Tenant chooses flat rent.**

If Tenant pays for utilities, by Tenant's signature below, Tenant agrees to sign a third-party notification agreement with the utility company so that DHA will be notified if the Tenant fails to pay the utilities. **Tenant's failure to pay for utilities is a serious lease violation and grounds for lease termination.** DHA may also require the Tenant to purchase utility service from DHA's provider of choice.

12. **Utility Allowances, Check-Metered Properties:** At properties that have check-metered utilities, DHA will grant Tenants a consumption allowance for check-metered utilities in the monthly amount shown below: Any utility usage that exceeds this amount shall be billed to Tenant at the utility rate paid by DHA at the development.

Water: (Gallons) _____, Sewer: ____, Electricity (KW): _____, Gas (cubic feet): _____

13 **Other Tenant responsibilities**: Subject to reasonable accommodations, this Lease requires Tenant to assume the following responsibilities: _____
_____

14. **Accessible Features:** Tenant has requested the following accessibility feature(s) that DHA will provide following verification of need based on disability:

☐ A separate bedroom ☐ Unit for Hearing-Impaired
☐ A fully Accessible apartment ☐ Bed Room & Bath on 1st floor

☐ One-level unit
☐ Unit for Vision-Impaired
☐ Other_____
_____

15. **Alternate form of communication or accessible format for written notices:** Tenant has represented to DHA the need for the following alternate form of communication or accessible format:_____
_____

LEASE PART 2: Terms and Conditions

THIS LEASE AGREEMENT (called the "Lease") is between the DHA, Housing Solutions for North Texas also known as The Housing Authority of the City of Dallas, Texas (called "DHA" or the "Agency") and Tenant named in the Contract (called "Tenant").

DHA, relying upon data provided by Tenant about income, family composition, and housing needs, leases to the Tenant, the property (and any steps, porch, lawn or yard immediately surrounding the unit, all of which are hereinafter collectively called the "premises" or "dwelling unit") described in Part I of the Lease, to be executed by the Tenant and DHA, subject to the terms and conditions contained in this Lease.

1. Lease Term, Amount of Rent

(a) The initial term of this Lease is twelve (12) months, unless otherwise modified or terminated in accordance with Part 2, Section 19 of this Lease. The Lease shall automatically be renewed for successive terms of one year. Month to Month leases and month-to-month renewals are not permitted.
(b) At admission and each annual recertification, Tenant will be given a choice between paying an income-based rent or flat rent. The formula for income-based rent is established in Federal Regulations. Unless revised in the regulations, Tenant pays the greater of 30 percent of adjusted monthly income or 10 percent of monthly gross income, but never less than the DHA minimum rent of $50. Flat rent is a market-based rent that reflects the age, size, location, condition and amenities of each of DHA's developments.
(c) Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". As required by Federal law, these families will pay a higher income-based pro-rated rent based on the percentage of members who are eligible for housing assistance.
(d) In developments with Tenant-paid utilities, only Tenants who pay an income-based rent will receive a Utility Allowance. Flat rent payers do not receive a Utility Allowance.
(e) The rent amount is stated in the Part 1 of the Lease. Rent shall remain in effect unless adjusted by DHA in accordance with Part 2, Section 7 of this Lease. The amount of the rent shall be determined by DHA in compliance with HUD regulations.
(f) Rent is due and payable in advance without demand on the first day of each month. Rent is late if not paid by the 5th business day of the month.
(g) Failure to pay rent on time is a serious lease violation and grounds for lease termination, however, DHA shall not penalize the Tenant when Tenant's rent is not paid on time as a result of government assistance not sent on time. Child support payments, regardless of the source, are not considered government payments.
(h) Three late payments within any 12-month period shall be considered repeated late payments and shall be a serious lease violation and grounds for lease termination, although the Manager must take the date income is actually received into account in making a determination of late payment, if Tenant relies on government payments as a sole source of income.
(i) DHA shall use the date of Tenant's postmarked envelope, rather than the date rent is actually received in DHA's lockbox to determine whether rent is timely or late.

2. Notice of Rent Adjustment

(a) When DHA increases the amount of the rent, DHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase so long as the change was reported within 10 days and requested documents were provided timely
(b) If rent decreases, DHA will reduce the rent on the first of the month after the circumstances leading

to the decrease are reported by the Tenant, but not until the circumstances are verified.

3. Charges in Addition to Rent

(a) In addition to rent, the Tenant may be responsible for the payment of other charges. The Notice of Charge(s) shall advise the Tenant that the Tenant has the right to an explanation of rent and non-rent charge(s) on the Tenant's ledger.

(b) Non-rent charges shall not be assessed to a resident's ledger unless and until the tenant has been provided a Notice of Charge containing an explanation of the charge and an explanation on how to dispute the charge through the grievance process.

(c) For non-payment of rent lease terminations, the Tenant's ledger will be attached to the notice of lease termination, and DHA will distinguish between past due rent and past due non-rent charges on any petition for eviction.

(d) Charges in addition to rent are due on the first day of the month after the charge is incurred if a minimum of 14 days' notice has been given. Tenant may be given an opportunity to enter into a reasonable payment arrangement based upon Tenant's adjusted income and payment history.

(e) Failure to pay charges in addition to rent when due is a serious lease violation and grounds for lease termination. All payments received will first apply to the oldest balance on the account, before any current charges are credited (including charges for rent).

(f) Charges in addition to rent can include but are not limited to:

1. Excess Utility Charges: In properties where utilities that are not billed directly to Tenant, DHA will bill Tenant monthly for utility usage in excess of the usage amount allowed at check-metered developments or for the use of major Tenant-supplied appliances at developments without check meters. There are no excess utility charges for those utilities Tenant pays directly to the utility supplier unless DHA pays utility charges on a Tenant's behalf.
2. Maintenance costs. The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, Tenant family, Tenant's pet(s), or guests. Tenant will also be charged for services or repairs requested by Tenant that are not related to normal wear and tear on the unit. When such charges occur, Tenant shall be charged for such service, in accordance with the Tenant Damage Fee Schedule (see Attachment A)
3. Insufficient Funds Charge: A fee of the greater of $35 or the amount charged by the bank will be charged to the Tenant for any check to DHA written by a Tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check or money order.
4. Late Fees: A one-time monthly charge of $15[1] after the day specified in Part 2, Section 1(f) of this Lease will be due and payable for all rent not paid in a timely manner.

The Tenant may submit a request to DHA for an accounting of the fees associated with the Tenant's account.

4. Payment Location

Rent and other charges shall be paid by mail to the lockbox using the envelope included with the rent statement. All payments must be made by check, cashier's check or money order. No cash will be accepted for any amounts due to DHA.

Tenants also have the option of enrolling in a direct monthly withdrawal program from a savings or checking account of their choice. Tenants who enroll in a direct withdrawal program will have balances

[1] Tenant will not be charged a monthly late fee that exceeds 10% of their rental payment in accordance with the Texas Property Code Section 92.019. If the $15.00 monthly late fee charge exceeds 10% of the Tenant's monthly rental payment, the monthly late fee charged against Tenant's account will be 10% of the Tenant's monthly rental payment.

owed debited from their account on the fifth day of the month, but if the fifth falls on a weekend or holiday, the debit will take place on the next business day.

5. Security Deposit

(a) The Tenant agrees to pay, at the time of leasing, a security deposit. For Elderly and Disabled Families, the amount of the security deposit shall be the greater of $100.00 or one month's rent. For non-elderly/non-disabled families the amount of the security deposit shall be the greater of $200 or one month's rent. The dollar amount of the security deposit is noted in Part 1 of this Lease.

(b) If Tenant wishes to have a pet, Tenant agrees to pay a refundable pet deposit and a non-refundable pet fee upon receiving permission to have a pet in the unit. The amounts and purposes of the deposit and fee are described in the Pet Policy. Assistive animals required by Tenants with disabilities are not considered pets and do not require a pet deposit or pet fee.

(c) If Tenant is transferred to another unit, Tenant will not be required to pay an additional or increased security deposit or pet deposit, although Tenant will be required to pay in full all amounts for damages to the original unit beyond reasonable wear and tear.

(d) DHA will use the Security Deposit when the Tenant leaves the program for the items listed below:
   1. To pay the cost of any rent or charges that are due; and,
   2. To reimburse DHA for the cost of repairing any damages caused by the Tenant, Tenant family, Tenant's pet(s), guests or other persons beyond the tenant's control, beyond reasonable wear and tear.

(e) The Security Deposit may not be used to pay rent or other charges while Tenant occupies the unit. No refund of the Security Deposit shall be made until the Tenant has vacated the unit and Management has inspected the unit to determine whether maintenance charges will be made.

(f) After any deductions are made, DHA shall mail to the forwarding address provided by Tenant, within 30 days of Tenant vacating, an itemized statement listing any unpaid rent, damages allegedly caused to the premises and cost of repair, any remaining Security Deposit and a statement of resident rights to dispute. If DHA does not provide a written description and itemized list of damages and charges, the agency forfeits the right to withhold any portion of the security deposit or to bring suit against the tenant for damages to the premises DHA is not obligated to return a tenant's security deposit or give the tenant a written description of damages and charges until the tenant gives DHA a written statement of the tenant's forwarding address for the purpose of refunding the security deposit. The tenant does not forfeit the right to a refund of the security deposit or the right to receive a description of damages and charges merely for failing to give a forwarding address to the landlord.

6. Smoking

a. Beginning with the execution of this lease smoking is not permitted on DHA premises. This includes:

   1. Individual apartment units and homes;
   2. Hallways, stairways and elevators;
   3. Community rooms, mailrooms, craft rooms and all other community space;
   4. Smoking is not permitted within 25 feet of any DHA buildings.

b. Each tenant is responsible for ensuring that tenant, tenant family members, household members, guests and other persons on the premises with the permission of tenant refrain from smoking anywhere on DHA premises other than outdoors more than 25 feet from a DHA building.

c. Failure to comply with the smoking ban is grounds for lease termination.

7. Annual and Interim Re-examination of Rent, Dwelling Size and Eligibility

(a) Annual Re-examinations: The components of the mandatory annual re-examination are as follows:

1. The status of each family shall be re-examined at least once each year unless the family claims zero income, in which case the family's income will be reexamined every 120 days. Families who have chosen Flat Rent will have their incomes re-examined every three years, but are still required to have their unit size and family composition re-examined annually.
2. Tenant must supply DHA with accurate written information about family composition, citizenship and/or immigration status and age of family members, amount and source of income of all Tenant family members, assets and related information necessary to determine eligibility for continued occupancy, annual income, adjusted income, rent, any criminal activity committed by household members and appropriateness of dwelling size.
3. All adult members of the household and Live-in Aides, if any, must be present during the reexamination meeting to sign releases for required documentation.
4. Tenant agrees to comply with reasonable DHA requests for verification by signing releases or authorizations for third-party sources, presenting documents for review or providing other suitable forms of verification. This information will be used by DHA to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs.
5. Tenant agrees and gives permission to DHA to conduct a criminal background check on Tenant and all Household Members who are 18 years of age or older and all emancipated minors in the household at least once each year. Criminal conduct may subject Tenant and household members to eviction if any Tenant / household member is found in violation of Part 2, Section 13 of this Lease.
6. After Tenant or a family/household member has been admitted and/or executed this Lease, if DHA becomes aware, through a criminal background check or other means, that Tenant or a family /household member was not eligible for admission into the DHA Public Housing Program at the time of admittance, this Lease shall be terminated.
7. **Failure to supply requested information and/or misrepresentation of the information is a serious violation of the terms of the Lease and may result in termination of the Lease**.
8. During the annual re-examination, Tenants will be given the choice between paying:
   a. rent based on income; or
   b. a flat rent based on the value of the dwelling unit.
9. DHA shall notify each family in writing via Rent Café, E-Mail and mail, or by paper notification if requested, of the dollar amount of these two rent amounts.
10. To comply with Annual Re-examination requirements, DHA shall give Tenant reasonable notice of what action(s) Tenant must take and the date by which any such action must be taken for compliance under this section.
11. In accordance with Federal and state law, DHA will process any applicable earned income disallowance for a qualifying family that has experienced an increase in their earned income.
12. DHA will not reduce any portion of rent if the public assistance benefits of a covered family are reduced when the welfare department verifies:
    a. failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program or imposing a work activities requirement, or
    b. welfare fraud.
    c. In either of the cases under this section, Tenant's monthly contribution toward rent may not be decreased during the period of reduction, as a result of the benefits reduction.
    d. If Tenant challenges the welfare program grant reduction, the requirements of paragraph 12 shall not take effect until the results of the challenge are known.
13. **Failure to comply with annual re-examination requirements or misrepresentation of income or qualification for deductions or criminal history is a serious lease violation and grounds for lease termination.**

(b) Interim Re-examinations: The components of interim re-examinations are as follows:

1. Between annual re-examinations, **all** changes in household composition must be reported. Certain changes require advance approval by DHA. **Tenants must report the following changes of household composition and income in Rent café or to the property manager within ten (10) calendar days of the occurrence**:
   a. Birth or adoption of children and Court-awarded custody of children.
   b. Other additions to the household require written approval by DHA **before** the changes of household composition are made. See Section 12 of this Lease for details.
   c. Failure to report changes in income within ten (10) days may result in termination of the lease.
2. **Failure to obtain advance permission to allow other persons to move into the dwelling unit is a serious lease violation and grounds for lease termination.**
3. In accordance with Federal and state law, DHA will process any applicable earned income disallowance for a qualifying family who has experienced an increase in their earned income. Tenants must report timely in accordance with Section 7(c) (2), in order to ensure full benefit of income disallowance.
4. DHA will process an interim reduction in rent if Tenant has a decrease in income or change in household composition or circumstances that will last 30 days or longer.
5. Between annual re-examinations Tenant may be switched from a flat rent to an income-based rent upon a showing of financial hardship.
6. DHA will grant a hardship exemption to a qualifying Tenant who is paying the minimum rent or the flat rent.
7. **Tenant paying flat rent or minimum rent must request the hardship exemption** The following circumstances would constitute a hardship for Minimum or Flat rent payers:
   a. Tenant experiences a loss income that will last more than 30 days;
   b. The family has lost eligibility for or is awaiting an eligibility determination from a Federal, State or local assistance program;
   c. A person with income leaves Tenant's family;
   d. There is a death in Tenant's family;
   e. Tenant would be evicted because of being unable to pay either the Flat Rent or the Minimum Rent;
8. Minimum rent payers will be granted an automatic 90-day exemption period. DHA will verify Tenant's hardship claim and, if Tenant does not qualify for a hardship exemption, DHA will reinstate the Minimum Rent, retroactive to the date the exemption was granted. DHA will enter into a Repayment Agreement for any rent not paid during the 90-day period. When the hardship is verified, Tenant's rent will be based on the greater of 30 percent of adjusted monthly income or 10 percent of monthly income.
9. DHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.
10. Flat rent payers who qualify for the hardship exemption will be required to provide necessary documentation of income and deductions so that DHA can compute an accurate income-based rent.
11. If Tenant (other than a Flat or Minimum Rent payer) is granted a reduction in rent between annual re-examinations, Tenant is then subject to an Interim increase in rent if Tenant's income increases.
12. Public Housing tenants are required to request prior approval to add a member to their household. DHA will process an interim increase in tenant rent if Tenant receives DHA's permission to add an adult member with income to the lease;
13. Public Housing tenants are required to report, immediately (within 10 days), any changes in their household income to DHA. DHA will process an interim increase in tenant rent if Tenant's earned or unearned income increases with the exception of Social Security COLA increases this would be deferred until the next regular re-examination.
14. DHA will process an interim increase in rent, retroactively, if the DHA discovers that Tenant has

been misrepresenting the facts upon which his or her rent is based. Failure to report accurate information to DHA is also grounds for Lease termination in accordance with Section 20 of this Lease.

15. DHA will process an interim increase in rent if DHA verifies that a Tenant claiming zero income actually received either monetary or non-monetary income for that period.

(c) Effective Dates of Rent Changes:
Timely Reporting (Within 10 calendar days of the occurrence)

1. Decreases - 1st day of the month after the decrease in income is first reported to the Property Manager or Rent Café and verified by third party.
2. Increases - 1st day of the second month following the increase in income.
Late Reporting (After 10 calendar days of the occurrence)
3. Decreases - Tenant is not entitled to a rent credit for any prior monthly rent before the decrease in income is reported to the Property Manager or Rent Café. Any applicable earned income disallowance period will occur, whether reported in a timely manner or not.
4. Increases - Tenant will receive a retroactive charge for an increase in income that would have resulted in a rent increase and was not reported timely, retroactive to the month after the change should have been reported.
5. Retroactive rent charges will be applied only if it is found that Tenant has misrepresented the facts on which the rent is based so that the rent Tenant is paying is less than the rent Tenant should have been charged; or is late in reporting in accordance with Section 7(c) of this Lease. The increase in rent shall be applied retroactively to the first of the month following the month in which the misrepresentation or failure to report occurred.

(d) Notice of Rent Adjustments and Grievance Rights:
Tenant will be notified in writing of any rent adjustment due to annual or interim re-examinations. All notices will state the effective date of the rent adjustment. Tenant may ask for an explanation stating the specific grounds of the DHA determination concerning rent, dwelling size or eligibility, and if Tenant does not agree with the determination, Tenant shall have the right to request a hearing under the DHA Grievance Procedures.

8. Utilities and Appliances

(a) DHA-supplied utilities: If indicated by an (X) in paragraph 10(a) of Part 1 of this Lease, DHA will supply the indicated utility (electricity, gas, water, sewer service, or trash collection). Tenant will pay directly for all other utilities. The Agency will not be liable for any disruptions in service or failures of the utility service provided by the Agency. Utilities shall be used for normal household purposes only. Tenant agrees not to waste any utilities provided by the Agency and to comply with all applicable laws, regulations, or guidelines of any governmental entity regulating utilities or fuels.

(b) At some developments where DHA provides utilities, the utilities are check-metered at Tenant's unit. In these situations, each Tenant is provided a consumption allowance (in kilowatt hours for electricity and in thousand cubic feet for natural gas). Tenants who exceed the consumption allowance will be billed for excess consumption at the rate paid by DHA to the utility provider.

(c) DHA-supplied appliances: Unless indicated by an (X) in paragraph 10(c) of Part 1 of this Lease, the Agency will provide a cooking range, refrigerator, and, in certain developments, a washer and dryer. Other major electrical appliances: satellite dish, etc. may be installed and operated only with the advance written approval of DHA. All appliances must be professionally installed by an Agency-approved contractor or by DHA maintenance personnel for a reasonable fee.

(d) Tenant-paid utilities: If Tenant resides in a development where DHA does not supply electricity, gas, water, sewer service or trash collection, DHA shall establish a monthly dollar amount as an Allowance for Tenant Supplied Utilities. The amount shall be appropriate for the size and type of dwelling unit occupied by the Tenant. The Total Tenant Payment less the Utility Allowance equals Tenant Rent. If the Allowance for Utilities exceed the Total Tenant Payment, the Agency will pay a monthly Utility Reimbursement to Tenant or the utility supplier each month or quarterly if the monthly amount of reimbursement is $15 or less. Tenants who choose Flat Rents (not income-

based rents) receive no utility allowance.

(e) The Agency may change the Utility Allowance at any time during the term of the lease and shall give Tenant 60 days' written notice of the revised Utility Allowance, along with any changes in Tenant Rent or Utility Reimbursement.

(f) Tenant is responsible for paying the utility bill, related deposits and charges, if applicable. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.

(g) Tenant will not allow utilities to be disconnected by any means (including by the utility supplier for non-payment) until the end of the lease term.

(h) When Tenant pays for utilities directly, failure to make timely payments to the utility supplier is a serious lease violation and grounds for lease termination.

9. General Conditions For Use and Occupancy of the Dwelling Unit

(a) The dwelling unit shall be the sole domicile of Tenant's Household.

(b) Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other authorized Tenant family/household members named in Part I of this lease. Tenant shall neither assign the Lease, nor sublease the dwelling unit.

(c) The dwelling unit must be used only as a private residence, solely for Tenant and Tenant's family members named on the Lease.

(d) DHA may, by prior written approval, consent to Tenant's use of the dwelling unit for legal profit-making activities incidental to the primary use of the dwelling unit.

(e) If during the term of the Lease, Tenant, by reason of physical or mental impairment, is unable to comply with the material provisions of this lease and Tenant cannot make arrangements for someone to aid him/her in complying with the lease, and the Agency has complied with all applicable statutes, laws and regulations that would enable Tenant to comply with the lease, Agency will assist Tenant, or a designated member of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Agency will work with appropriate agencies to secure suitable housing and will terminate this lease in accordance with Section 19 of the Lease.

(f) Tenant must register guests who will stay in the unit overnight. Tenant shall have the right to accommodate overnight guests[2] or visitors for a period not exceeding 14 calendar days per guest in any twelve-month period. If Tenant wishes any guest to remain longer than 14 calendar days in any twelve-month period, Tenant must submit a written request to the Property Manager asking for permission to extend the time period. Tenant shall not accommodate guest(s) who have been terminated from any DHA property or have been criminally trespassed from any DHA property.

(g) DHA will not use guest registration information to run criminal history checks on adult guests unless DHA has reason to believe the guest is actually living at the property or the guest is causing trouble on the property as evidenced by complaints from other Tenants or law enforcement personnel.

(h) Failure to register guests or to obtain Agency permission for visits longer than 14 days in a calendar year is a serious lease violation and grounds for lease termination.

10. Housing Transfers

Resident transfers from one unit to another may occur for a variety of reasons. Some are resident initiated while others are DHA initiated. There may arise emergency circumstances under which alternate accommodations for the Resident must be provided, that may or may not require a transfer. The Resident may request a transfer to a different unit as a reasonable accommodation or an VAWA request. DHA has established the following procedures to manage all transfer requests. The order in which families are transferred shall be hierarchic by category set forth below.

Emergency transfers are certain situations that present life threatening or hazardous conditions that

require emergency transfers. The emergency transfer differs from a typical transfer in that it requires immediate action by DHA. Emergency transfers are mandatory, and are not subject to the 'good standing rule'. Examples of emergency transfers are: Physical hazards to the unit, such as fire damage, gas leak, lack of water, lack of heat during winter season, toxic contamination and serious water leak. . Victims of VAWA may also qualify for an emergency transfer. **24 CFR § 966.4(h)**

1) DHA is not required to give prior notice of an Emergency Transfer..

2) Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers; however, the resident will be charged for the damages caused to the apartment and DHA may pursue lease termination if appropriate[3]. **24 CFR § 966.4(h)**

3) Refusal to accept an emergency transfer may be grounds for lease termination and eviction.

1. Priority 1: DHA actions that require a unit to be vacated for physical hazards to the unit
2. Priority 2: VAWA emergency request (optional transfer)
3. Priority 3: Reasonable accommodations for residents with disabilities (optional transfer). 24 CFR § 8.4
4. Priority 4: Administrative transfer for residents displaced because of DHA action involving demolition, disposition, revitalization or rehabilitation of dwelling units.
5. Priority 5: New Admissions from the waiting list
6. Priority 6: Occupancy standards for over housed and/or under housed (mandatory transfer) 24 CFR § 966.4(c)
7. Priority 7: Split family transfer (optional transfer)
8. Priority 8: Tenant-Incentive: These transfers are non-mandatory transfers and may be available for Tenants that have resided in a development for at least one year and are recommended by their Property Manager to transfer to another unit in a different development or scattered site unit.

   Prior to a transfer to another unit or development, Tenants shall receive a minimum of 30-days written notice, or longer as provided in the Admissions and Continued and Occupancy Policy ("ACOP"). Exceptions may be made, such as when the transfer is in response to problems of a life-threatening nature; criminal threats of attack; documented domestic violence; and witness protection orders.

   Under the Emergency and Mandatory Transfer categories, Tenants are required to transfer to another unit. An exception is only for Reasonable Accommodation Requests and Victims of Domestic Violence when a unit is declined for 'good cause' as outlined in DHA's transfer procedures.

   Transfers as a result of physical hazards, Victims of Domestic Violence Act, Reasonable Accommodation Requests and mandatory transfers for demolition, disposition, revitalization or rehabilitation will not be subject to the 'Good Standing Rule'.

   DHA will pay moving costs associated with the transfers it initiates, reasonable accommodations for a disability-related need for a transfer, and for tenants without disabilities who occupy a housing unit with hearing/vision features or a mobility features who are required to relocate in order to make a housing unit available to person(s) with disabilities.

   DHA will not pay moving expenses for transfers due to changes in family size (overcrowding and over housing), or change in income tier.

   In instances where DHA pays the costs associated with unit transfers, DHA will pay reasonable

[3] Resident may challenge any charges for damages by using the DHA Grievance Procedure.

moving expenses, including the cost of disconnecting and reconnecting utilities. Transfers in connection with modernization or revitalization will include moving expenses, including the cost of disconnecting and reconnecting utilities.

Involuntary transfers are subject to the Grievance Procedure and no transfers may be made until the time to request a grievance has expired or the procedure has been completed.

(a) Failure by Tenant to comply with a mandatory transfer without good cause is grounds for Lease termination.

11. DHA-initiated Lease Terminations for Public Housing Properties

DHA or its manager shall terminate the lease only for non-compliance with U.S. Department of Housing and Urban Development (HUD) regulations, substantial lease violations or repeated violations of the lease that disrupt the livability of the community, adversely affect the health, safety, or right to peaceful enjoyment of the leased premises of any tenant, interfere with the management of the community, or have an adverse financial effect upon the community, or failure to carry out obligations under the State of Texas Property Code or other good cause (only at the expiration of the lease term).

a. Over Income:

1. HUD regulations published January 31, 2023, implementing section 103 of HOTMA, requires public housing agencies to terminate or charge an alternative rent to families whose income exceeds the public housing program maximum income limit for two consecutive years. HUD partially implemented this provision of HOTMA in 2018, and is requiring the provisions to be fully implemented in 2023.
2. HUD established Over-Income limits for public housing residents. The Over-Income limits are updated by HUD annually. HOTMA established the threshold for over-income limits at 120% of the area median income (AMI). HUD's regulation uses the Very Low Income limit as the basis for the 120 percent income limit by multiplying the published Very Low Income limit by a factor of 2.4.
3. Residents whose household income exceeds the HUD income limits are given notice of a 24-month grace period during which, if their income should fall below the HUD income limit, these provisions do not apply.
4. Residents whose income exceeds the HUD income limit known as the "over-income limit" shall be issued a written notice when they first become over-income and again 12-months after they first become over-income, and finally, 24 months after they become over-income. The notice shall inform the resident that they will be required to find other housing and move out of their public housing unit six months after the 24-month grace period.
5. If a PHA discovers through an annual reexamination or an interim reexamination that a family's income exceeds the applicable over-income limit, the PHA must document that the family exceeds the threshold and make a note in the tenant file to compare it with the family's income a year later. PHAs must provide written notification to the family if the family's income continues to exceed the over-income limit one year after the initial over-income finding by the PHA. This notification must inform the family that their income has exceeded the over-income limit for one year, and if the family's income continues to exceed the over-income limit for the next 12 consecutive months, the family will be subject to either a higher rent or termination based on the PHA's policies. If the initial over income determination was made during an interim reexamination, the PHA must conduct a second interim income reexamination on that date one year later. However, if a PHA discovers through an annual or interim reexamination that a previously over-income family has income that is now below the over-income limit, the

family is no longer subject to these provisions. A previously over-income family would be entitled to a new two-year grace period if the family's income once again exceeds the over-income limit.

12. DHA Obligations

DHA is Obligated:

(a) To refrain from discrimination based upon race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity and/or familial status.
(b) To affirmatively further fair housing in the administration of its public housing program.
(c) To maintain the dwelling unit, common areas and grounds not otherwise assigned to Tenant for maintenance in a decent, safe, and sanitary condition.
(d) To comply with the requirements of applicable City building codes, housing codes, and HUD regulations materially affecting health and safety.
(e) To make necessary repairs to the dwelling unit. DHA's failure to make repairs in accordance with the maintenance policy after delivery of written notice to DHA in accordance with the Chapter 92 of the Texas Property Code may give Tenant one or more of the following rights: right to terminate this Lease, the right to repair the items listed in the notice to DHA and deduct the reasonable cost of repair up to one month's rent or $500; or the right to file suit in JP Court.
(f) To maintain in good condition and safe working order electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances (stove and refrigerator), including elevators supplied or required to be supplied by DHA. In multi-story buildings, DHA agrees to keep the stairwells clean and free of debris.
(g) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of a Tenant) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by Tenant in accordance with Part I, Section 11 of this Lease. To supply running water and reasonable amounts of hot and cold water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection.
(h) To notify Tenant of the specific grounds for any proposed adverse action by DHA, and when applicable, to give Tenant an opportunity for a hearing under the DHA Grievance Procedures.
(i) To post in the DHA management offices copies of all rules, regulations, schedules of charges and other documents that are part of this agreement and to make these available to Tenant.
(j) To inspect the Premises with Tenant or Tenant's representative before Tenant moves in and to give Tenant a written statement of the condition of the Premises and the equipment therein at move-in and periodic inspections thereafter; and to inspect the Premises when Tenant moves out and give Tenant a written statement of charges, if any, for repairs beyond normal wear and tear. Tenant may join in any inspection of the Premises to the extent practical.
(k) Accommodations for Tenants with Disabilities. Upon request by a Tenant with disabilities, or the head of the household on behalf of a family member with disabilities, DHA will provide reasonable accommodations. DHA may, depending on the circumstances, provide either structural modifications or a non-structural solution, such as a transfer to a unit or building with the required accessible features, provided such options are effective in achieving accessibility. DHA is not obligated to provide accommodations or structural modifications if such accommodations or modifications create undue financial and administrative burdens or cause a fundamental alteration in the nature of the program.
(l) To provide units with accessible or adaptable features either by rehabilitation or through the redevelopment process or an Administrative transfer.
(m) To ensure that interested persons, including persons with hearing, vision, speech, manual, and other communication-related disabilities are provided, at no cost, appropriate auxiliary aids and

access to means of effective communication.

(n) To provide adequate briefing and explanation of the Lease provisions either before move-in or at the time of move-in. To enforce the terms of this Lease fairly, impartially, and in good faith.

13. Tenant's Obligations

Failure by Tenant to comply with these Tenant Obligations is grounds for termination of this Lease. Tenants, their family members, guests and other persons under the control of Tenant are obligated:

(a) Not to assign this lease, sublease the unit, or provide accommodation to roomers, boarders, or lodgers; Not to permit adult guests to stay in the unit overnight without registering the guest with DHA; Not to give accommodation to long-term guests without the express written consent of DHA; Not to permit the use of the unit as a mailing address for persons other than those listed on Part 1 of this lease; To notify the DHA of any additions to the household by birth, adoption, a kinship care arrangement, or Court-awarded custody; and to refrain from permitting other persons to join the household without first undergoing screening by the DHA.

(b) To advise DHA in writing if they will be absent from the unit for more than 7-days, which is considered an extended absence. Residents shall notify the manager in writing, secure the apartment, and provide a means for DHA to contact the resident in an emergency. Failure to advise DHA of an extended absence is grounds for termination of the lease.

(c) To maintain the dwelling unit in a manner that complies with all obligations imposed upon the Tenant by applicable provisions of the building, housing, fire and health codes materially affecting health and safety, and to allow DHA to make necessary inspections of Tenant's dwelling unit; To maintain the premises assigned to Tenant in a clean and safe condition that does not contribute to vermin infestation or other health or safety hazards; To refrain from and to cause authorized Tenant members, guests and other persons under the control of Tenant to refrain from destroying, defacing, damaging or removing any part of the dwelling unit, common areas or development, or causing any other disturbance.

(d) To keep such areas outside the dwelling unit that may be assigned to the Tenant for the Tenant's exclusive use in a clean and safe condition; to maintain the yards assigned to Tenant in a neat and orderly manner; and to pick up and remove trash assigned to Tenant's. Upon written approval by DHA's Disability Rights Coordinator, as a reasonable accommodation, Tenants with disabilities shall be exempt from this obligation.

(e) Not to obstruct sidewalks, areaways, galleries, passages, elevators, hallways or stairs and not to use these areas for purposes other than coming into and going out of the dwelling unit.

(f) Not to dispose of litter on the grounds of the property and to cause Tenant's household members, guests and other persons under Tenant's control to refrain from littering.

(g) To refrain from placing signs of any type in or about the dwelling unit except those specifically approved by the Agency.

(h) Tenants living in scattered site units must comply with all applicable deed restrictions established by the applicable Neighborhood Association. The deed restrictions are incorporated herein and made a part of this Lease. Violation of a deed restriction shall put Tenant in default of this lease and the DHA may terminate the lease.

(i) Not to disconnect, disable or remove the batteries from any smoke detector or carbon monoxide detector and to replace batteries when needed. Not to remove any fire extinguisher from unit and to promptly notify DHA once fire extinguisher has been discharged.

(j) To notify DHA promptly upon observing vermin or when repairs are needed to the premises.

(k) To use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appurtenances including elevators.

(l) To pay reasonable charges for the repair of damages to the dwelling unit, development buildings, facilities or common areas caused by Tenant, household members, guests or other persons under Tenant's control.

(m) To dispose of all ashes, garbage, rubbish and other waste from the dwelling unit in a sanitary and

safe manner.

(n) To make no alterations or repairs or redecoration to the exterior and interior of the dwelling unit or to any part of the property, including nails, screws, brackets, or fasteners on any part of the dwelling unit (except for a reasonable number of picture hangers), nor to install additional equipment or major appliances, including air conditioners, without written consent of DHA. Alterations or additions that cannot be removed without permanent damage to the dwelling unit shall become the property of DHA without compensation.

(o) To make no changes to locks. Tenant cannot install anti-theft devices without DHA's written approval. Alteration/replacement of locks or installation of deadbolt locks, knockers, or other attachments on interior or exterior doors is prohibited.

(p) To refrain from having a waterbed on the premises.

(q) To abide by the necessary and reasonable regulations and house rules established by the DHA, for the benefit and wellbeing of the housing development and Tenants, which shall be posted in the management office and incorporated by reference in the Lease. Tenant is encouraged be familiar with these rules and regulations. **Violations of DHA regulations and House Rules constitutes a violation of the lease and may result in lease termination.**

(r) To refrain from use of alcoholic beverages in the common areas of the development, and to refrain from breaking glass containers in the common areas of the development.

(s) To act and cause authorized Tenant members, guests and other persons under Tenant's control to act, in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent, safe and sanitary condition, including refraining from behavior caused by drug or alcohol abuse that interferes with the health, safety or right to peaceful enjoyment of the premises by other persons.

(t) To refrain from inviting on to the Premises anyone, who (a) has been issued a trespass warning, (b) has been evicted from a DHA unit or terminated from the DHA Voucher program, or (c) has engaged in criminal activity or other activity that adversely affects the health, safety, and/or peaceful enjoyment of the development by other persons.

(u) To refrain from and cause Tenant, family/household members, guests and other persons under Tenant's control to refrain from any drug-related or violent criminal activity or other activity that threatens others, including but not limited to:

1. Engaging in any activity, including physical and/or verbal assaults, that threatens the health, safety or right to peaceful enjoyment of DHA's premises by other Tenants or their guests, DHA employees, agents of DHA, or other persons;
2. Engaging in any violent criminal activity or other activity that threatens the life, health or property of other Tenants or their guests, DHA employees, or other persons. Engaging in any drug-related criminal activity on or off DHA premises; for purposes of the Lease, the term "drug- related criminal activity" means the illegal manufacture, sale, distribution, use, possession, storage, service, delivery or cultivation of a controlled substance.
3. Displaying a weapon with a verbal or non-verbal threat to shoot, fire, explode, throw or otherwise discharge the weapon, to actually shoot, fire, explode, throw, or otherwise discharge a deadly weapon, or to inflict any injury on another person or to damage any property through the intentional, reckless, careless or negligent use of a weapon. For purposes of this Lease, a "deadly weapon" means a firearm or anything manifestly designed, made or adapted or capable of inflicting death or serious bodily injury. A deadly weapon shall include but not be limited to a club, explosive weapon, firearm or knife as those terms are defined in Section 46.01 of the Revised Texas Penal **c**ode. This also prohibits the use of any BB gun or pellet guns on DHA property or any weaponized objects; and
4. Causing any fire on DHA premises, either intentionally or through negligence or careless disregard.
5. Owning or possessing illegal weapons on DHA property;
6. A criminal conviction is not needed to demonstrate serious violations of the Lease.

(v) If Tenant, household members, guests or other persons under Tenant's control have been convicted of manufacture or production of methamphetamines on the premises of any

federally assisted housing, the lease shall be terminated immediately.

(w) If Tenant, household members, guests or other persons under Tenant's control are subject to, but not limited to lifetime, registration requirement under any Sex Offender registration laws, the lease shall be terminated immediately.

(x) To keep dogs, cats, or other common household animals on the premises, only in accordance with DHA's Pet Policy. The Pet Policy requires DHA's prior written consent and approval of a pet application, including all Reasonable Accommodation animals, which will become part of this Lease. No consent shall be given to animals classified as dangerous, or snakes or other exotic animals that are not household pets. All other state and local laws regarding curbing rules, anti-cruelty laws, animal control and animal health shall be applicable to pet ownership by any Tenant. Generally, persons with disabilities who have assistive animals are exempt from all provisions of the Pet Policy except those related to pet health, refraining from disturbing neighbors, and hygiene. **Violations of the Pet Policy, including the Reasonable Accommodation Animal Addendum, may result in lease termination action. Assistive animals verified to be needed by persons with disabilities are not considered pets.**

(y) All animals, including reasonable accommodation animals, must be caged or on a leash accompanied by the owner during all maintenance and inspections in the unit.

(z) To ensure that authorized Tenants between the ages of seven (7) and sixteen (16) years of age living in the household attend school in accordance the anti-truancy statutes of the State of Texas, remain in good standing at school and to ensure that minor children do not violate the Curfew Policy.

(aa) To comply with the DHA's Community Service requirements as stated in Section 27 of this Lease.

(bb) To transfer to another unit when required under the Emergency and/or Administrative Transfer procedures.

(cc) Tenants shall strictly comply with DHA rules and City of Dallas Fire Code requirements and other applicable code and standards. Open flame cooking and heating devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks or within 10 feet of combustible construction / materials. Use or storage of barbecue grills on porches or covered balconies, inside unit and / or within 10 feet of the DHA structure is strictly prohibited. Failure to comply is a serious lease violation that will result in a lease termination.

(dd) The use or possession of fireworks on DHA property or within 10 feet of the DHA structure is strictly prohibited.

(ee) Swimming pools, Spa's, trampolines and bounce houses are prohibited on DHA property.

14. Changes in the Household

(a) Children born to or adopted by family members listed on the lease and children whose custody is awarded to the family by a Court will automatically be added to the Lease upon notification by Tenant to DHA. When the addition of a child or children overcrowds the unit in which Tenant is residing, Tenant will be placed on the transfer waiting list for a move to an appropriately larger unit.

(b) All other additions to the household, including but not limited to foster children, foster adults, and Live-in Aides, require the prior written approval of DHA. DHA will approve the addition of an adult family or household member only when that individual passes screening, is not currently residing in a HUD assisted unit, and does not overcrowd the family in the unit they currently occupy.

(c) Prior approval to add a Live-in Aide is required and shall not be unreasonably refused[4].A Live-in Aide is a person who resides with Tenant with a disability and who is determined, by a qualified health care provider, to be essential to the care and well-being of Tenant, is not obligated for the

[4] DHA must verify that the live-in aide is needed to provide the necessary supportive services essential to the care and well-being of the person must be obtained from the tenant's physician, psychiatrist or other medical practitioner or health care provider.

support of Tenant, and who would not be living in the dwelling unit except to provide the required supportive services. Generally, a Live-in Aide may not move into a unit if it would create overcrowding. However, based on a request for a reasonable accommodation, a Live-in Aide may be permitted to move into the unit until the household is transferred to another unit of appropriate size. Live-in Aides have no rights as remaining family members. An individual who is already a member of the family will not be approved as a Live-in Aide since such an individual cannot meet the Federal regulatory standard of one "who would not be living in the dwelling unit except to provide the required services".

(d) DHA shall approve or disapprove a Tenant's request to allow a person to move into the dwelling unit within 30 business days of receipt of the written request. This time period can be extended if there is a delay beyond the control of DHA or Tenant.

(e) Authorized Tenants or family members who move out of the dwelling unit, for any reason shall be reported by Tenant to DHA in writing, within 10 days of the occurrence.

(f) Remaining family members. If the head of household dies or leaves the unit for any reason, other than for an authorized unit transfer, continued occupancy by remaining household members is permissible only if there is one or more household members on the Lease and living in the household who passes screening and is 18 years of age or older or an emancipated minor. Eviction proceedings can be commenced if

1. The remaining household members fail to inform DHA within 10 days of the death or departure of the former head of household;
2. There is no family member qualified to sign a new lease, or
   i. after the remaining family member's approval to assume the lease obligations, her/she fails to sign a new Lease within 30 days and/or
   ii. The only adults or emancipated minors remaining in the unit have committed rent default or criminal activity violations.
   iii. The family fails to notify the DHA of any additions to the household by birth, adoption or Court-awarded custody and to refrain from permitting other persons to join the household without first undergoing screening by the DHA, except as provided in Section 13(b).

(g) DHA may permit an adult not on the Lease to join the household as a new head of household. In giving approval for such an arrangement, DHA will consider whether there is any remaining member capable of executing a Lease and the ability of the family to stay together if the new household member is allowed. The new head of the household must meet DHA's applicant screening criteria. A new head of the household added to the Lease under the above paragraph(s) (f) and (g) of this section. will be charged for any arrearages incurred by the former head of household. DHA reserves the right to establish a payment plan with the new head of household, especially when an eviction for arrearages would result in the separation of the family.

(h) If this Lease is an extension of occupancy by Tenant's household under a prior Lease or Leases with DHA, any amounts due under the prior Lease or Leases may be charged and collected as if the same had occurred under this Lease.

15. Entry of Premises During Tenancy

(a) Upon applicable and/or reasonable notice, any employee, or contractor of DHA will be permitted to enter the dwelling unit during reasonable hours (8:00 a.m. to 5:30 p.m.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit or showing the unit for re-leasing.

(b) When Tenant calls to request maintenance on the dwelling unit, DHA shall acknowledge receipt of the request within 24 hours. A request for maintenance constitutes permission for DHA to enter the unit and perform the maintenance. If Tenant is not at home when DHA performs requested maintenance, DHA shall leave a copy of completed work order in the unit.

(c) For reasons other than emergencies or requested maintenance, DHA shall give all Tenants a minimum 48 hours' written notice that DHA intends to enter the dwelling unit and state the reason for entry. Tenants with disabilities will be provided notice in the formats they request.

(d) DHA may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists that poses an immediate threat to the safety and/or welfare of Tenants and/or employees. Legitimate emergency conditions will not be used as a pretext for unit inspections.
(e) If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, DHA shall leave a written statement in the dwelling unit specifying the date, time and purpose of entry prior to leaving the dwelling unit.

16. Defects Hazardous to Life, Health or Safety

If the dwelling unit is damaged so that conditions are created that are hazardous to the life, health or safety of the occupants, the following terms will be applicable:

(a) DHA Responsibilities and Services: DHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by Tenant, family members**,** Tenant's pet(s), guests, or other person under Tenant's control, the reasonable cost of the repairs shall be charged to Tenant. The reasonable period of time to abate and repair an emergency is defined to be 24 hours.
(b) If necessary repairs cannot be made within a reasonable time, DHA shall offer Tenant decent, safe and sanitary alternative accommodations.
(c) If repairs cannot be made by DHA within a reasonable amount of time, and decent, safe and sanitary alternative accommodations containing no hazardous defects are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. The abatement will remain in effect until the damage is corrected.
(d) No abatement of rent shall occur if Tenant rejects the alternative accommodations and remains in the dwelling unit or if the damage was caused by Tenant, family members, Tenant's pet(s), guests, or other person under Tenant's control.
(e) If Tenant's dwelling unit is uninhabitable or is hazardous to life, health and safety, and a decent and sanitary alternative accommodation containing no hazardous defects is offered and refused, and Tenant refuses to leave the unit until it is repaired, Tenant's lease may be terminated.
(f) Tenant Responsibilities: Tenant shall immediately notify the Property Manager of the damage when the damage is hazardous to life, health or safety of the occupants. Tenant shall allow DHA reasonable time to repair and/or remedy the condition beyond the tenant's control after DHA has received notice from tenant. Tenant's failure to allow DHA to repair and/or remedy the condition beyond the tenant's control is a material breach of this lease agreement and a violation of the Texas Property Code.
(g) Tenant agrees to continue to pay full rent, less the abated portion, during the time the defect remains uncorrected.
(h) DHA shall not be liable for any injuries or property damage sustained on any premises leased or assigned to Tenant except for injuries or property damage resulting from intentional or negligent action or omissions on the part of DHA, the DHA's representatives or agents.
All accidents involving injury or loss of property to Tenant authorized members, Tenant's pet(s) or guests must be reported, in writing, to the Management Office, within 5 business days. Failure to comply with this reporting procedure does not waive or foreclose any legal or equitable remedies that the person may have against the DHA with respect to said damages or injury.

17. Inspections

(a) Move in Inspections: DHA and Tenant or Tenant's representative shall inspect the dwelling unit before occupancy. DHA may photograph the unit at the move-in inspection or at any subsequent inspection. DHA shall give Tenant a written statement of the condition of the dwelling unit, both inside and outside and note any equipment provided with the dwelling unit. The statement shall be signed by DHA and Tenant or Tenant's representative and a copy of the statement will be retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by DHA at no charge to Tenant prior to move-in or within ten (10) business days after move-in, provided the

defect does not render the unit uninhabitable. If DHA fails to correct the deficiencies within ten (10) business days of the move-in, Tenant may exercise the remedy described in Section 15(c).

(b) Annual Inspections. An annual inspection will be conducted for all Tenants. Tenants will be notified at least 48 hours in advance of the annual inspection. At least one inspection shall be conducted of all occupied units, structures and systems using the Uniform Property Condition Survey (UPCS).

(c) Besides the UPCS inspection, DHA shall conduct at least one housekeeping inspection each year to check the condition of the dwelling unit, the equipment within, and any areas assigned to the Tenant for upkeep. DHA will provide Tenant with a written statement regarding dwelling unit conditions. Further, DHA shall request work orders for all items found to be in disrepair.

(d) DHA will use the annual housekeeping inspection to assess Tenant's overall care of the dwelling unit, equipment and housekeeping habits or practices in accordance with this Lease. When housekeeping is a problem, DHA will notify Tenant in writing of the housekeeping problems and identify the measures and time period provided to abate unsatisfactory conditions. If there are immediate health and safety concerns for DHA residents and staff, DHA will notify the Tenant in writing of the immediate measures and time frame to abate the unsatisfactory conditions. Failure to abate the unsatisfactory conditions specified in writing may result in lease termination.

(e) Interim Inspections: DHA will conduct interim inspections to follow up to any housekeeping problems found during the annual inspections. Tenants notified in writing of housekeeping problems will receive interim inspections to measure corrections to any identified unsatisfactory conditions and progress toward abatement of the problem.

(f) Move-out Inspection: After the mandatory Move Out Notice is delivered to management from the tenant, DHA will inspect the dwelling unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. In order to protect Tenant's rights, Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to DHA.

(g) All Inspections will be conducted to evaluate unit conditions, establish preventive maintenance programs, prepare unit rehabilitation specifications, or take other actions to improve the maintenance of units.

(h) Failure to permit inspection of the dwelling unit is a serious lease violation and grounds for lease termination.

18. Parking and Motor Vehicles: Tenant agrees:

(a) To refrain from parking any vehicles in any right-of-way or fire lane, on lawns or other DHA property not designated for parking purposes.

(b) Not to drive on DHA property unless Tenant has a current driver's license.

(c) To bring onto DHA property only vehicles that are insured and registered through the Texas Bureau of Motor Vehicles.

(d) To register all vehicles[5] driven by Tenant with the property manager and display the parking decal on the windshield of the Tenant's vehicle, if applicable.

(e) To park in parking spaces available for Tenant Parking only (not in parking spaces marked for visitor spaces, or designated parking for persons with disability unless Tenant displays a license plate or card issued by the TX DMV for persons with disability).

(f) Not to bring any vehicle onto DHA property unless Tenant has registered with manager the make, model, color, year, license number, and state of registration of the vehicle to be parked.

(g) To remove any inoperable or unlicensed vehicle as described above. If not removed by Tenant, these vehicles will be removed from DHA property at Tenant's expense.

(h) Not to carry out automobile repairs or wash automobiles on DHA property.

19. Notice Procedures

(a) Tenant Responsibility - Any notice to DHA must be in writing, emailed or delivered to the

[5] Motor Vehicles, which includes an automobile, or motorcycle per adult listed on the lease is permissible.

Management Office or to DHA's central office personally or sent prepaid first-class mail, properly addressed.

(b) DHA Responsibility - All notices to Tenants must be in writing, except notices to Tenants with disabilities, which must be in the accessible format requested by Tenant. Notices will also be available in languages required in LEP Procedures.

(c) Texas Property Code 24.005 Notice to Vacate Prior To Filing Eviction Suit (f), except as provided by Subsection (f-1), the notice to vacate shall be given in person or by mail at the premises in question. Notice in person may be by personal delivery to the tenant or any person residing at the premises who is 16 years of age or older or personal delivery to the premises and affixing the notice to the inside of the main entry door. Notice by mail may be by regular mail, by registered mail, or by certified mail, return receipt requested, to the premises in question.

(d) Notices, other than notices for lease termination or non-renewal, may be delivered by hand to Tenant or any household member who is at least 16 years of age or older of the Tenant's household, affixing the notice to the inside of the main entry door, or sent by first-class mail.

(e) Unopened and/or cancelled first class mail returned by the Post Office shall be sufficient evidence of notice, whether signed or unsigned.

20. Termination of the Lease

For termination of the Lease, the following procedures shall be followed by DHA and Tenant:

(a) Tenant may terminate this Lease at any time by giving 30-days' written notice. Failure to give the said notice to management may result in additional rent being charged to the Tenant's account: Tenant is responsible for the final month's rent until the vacate date. Tenant shall leave the unit and all other areas assigned to him/her for maintenance in clean condition except for normal wear and tear and shall return the keys to DHA before leaving. The security deposit may not be used for the rent or other charges.

(b) Tenant may cancel this Lease and vacate the Premises without liability for further rent by showing a court order protecting Tenant against family violence from an occupant of the Premises. DHA is prohibited from collecting rent or enforcing this Lease if Tenant's grounds for canceling this Lease and vacating the premises are instances of domestic violence, dating violence, sexual assault, or stalking, as those terrors are defined in Section 3 of the United States Housing Act of 1937 as amended by the Violence Against Women Act VAWA 42 U.S.C. 13925

(c) Tenant may cancel this Lease and vacate the Premises without liability for further rent if Tenant joins the military after signing this Lease or is in the military and receives orders for a permanent change of station or to deploy for more than 90 days.

(d) DHA may terminate this lease only for serious or repeated violations of material terms of the Lease, or for other good cause. Examples of behavior for which the lease can be terminated include, but are not limited to, failure to make payments due under the Lease, or failure to make payments to a utility supplier when the utility connection is in Tenant's name, and/or failure to fulfill Tenant obligations set forth above. A Tenant who submits a late rental payment three times within a twelve-month period will be subject to termination of the lease.

(e) If, after execution of this Lease DHA becomes aware through a criminal background check or other means that the Tenant or a family/household member has been involved in criminal conduct, in violation of Part 2, Section 12, while under a prior DHA Lease Agreement, this Lease shall be terminated.

(f) The Lease may also be terminated if:

1. **Tenant or any member of the household fails to provide, within 10 days of the change, notification of income changes or family composition or tenant fails to provide complete and accurate information about income, deductions from income, family composition**, **family circumstances or past criminal activity when requested to do so by DHA**;
2. **Tenant permits an unauthorized occupant to reside in the unit who has not satisfied the screening requirements established by DHA;**
3. **Tenant violates DHA's requirements related to registering visitors;**

4. **Tenant falsifies documents regarding any family member's use of an illegal controlled substance or abuse of alcohol**;
5. **Tenant, household member, tenant's guests, family members or other persons under the control of tenant smoke on DHA property in violation of federal regulations;**
6. **Tenant is fleeing to avoid prosecution or custody or confinement after conviction for a crime or attempt to commit a crime, which is a felony under the laws of the state from which he flees, or for violating a condition of probation or parole imposed by Federal or State law**;
7. **There is any criminal activity engaged in by the Tenant, any member of the household, a guest, or another person under Tenant's control that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, DHA employees, or persons residing in the immediate vicinity of the premises; or**
8. **There is any drug-related criminal activity on or off the premises engaged in by Tenant, any member of the household, a guest, or another person under Tenant's control.**
   DHA will not be required to prove that Tenant knew, or should have known, that the member of the household, guest, or another person under Tenant's control was engaged in the prohibited activity.

(g) In deciding to evict for criminal activity, DHA may consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effects that the eviction would have on family members not involved in the proscribed activity. In appropriate cases, DHA may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit. DHA may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside or visit in the dwelling unit.

(h) DHA will not evict Tenant for criminal activity when Tenant is verified to be the victim of domestic violence, dating violence or stalking unless the criminal activity in which Tenant is participating is unrelated to the domestic violence, dating violence or stalking. If the abuser is verified to be a family member, Tenant must remove the abuser from the lease in order to remain in the unit. Nothing in this lease can be construed to limit the authority of Agency to terminate the tenancy of any Tenant when that Tenant's presence can be demonstrated to be an actual and imminent threat to other Tenants, staff or those providing service to the property.

(i) This Lease may be terminated or will not be renewed by DHA if non-exempt adult members of the Tenant Family 0are not in Compliance with the Community Service requirements described in Section 27. This can occur no earlier than the end of the second lease term after Tenant or non-exempt adult members fail to comply with Community Service requirements.

(j) DHA shall give written notice of lease termination in English or Spanish or other language as needed or, in the case of a Tenant with a disability, in an accessible format, of:
   1) Fourteen (14) days in the case of failure to pay rent; [6]
   2) Three (3) days when the health or safety of other Tenants, DHA employees, or persons residing in the vicinity of the premises is threatened, or for any drug-related or violent criminal activity, or for possession or display of illegal firearms, as described in Section 12(t). A criminal conviction is not needed;
   3) Thirty (30) days in any other case.

(k) The Notice of Lease termination shall state reasons for the termination, shall inform Tenant of the Tenant's right to make such reply as the Tenant may wish, and of Tenant's right to examine Agency documents directly relevant to the termination. In addition, when the DHA is required to offer Tenant an opportunity for a grievance hearing, the notice shall inform Tenant of the right to request such a hearing in accordance with the DHA Grievance Procedure. Notice to Vacate may be combined with or run concurrently with the Notice of Lease Termination.

(l) When DHA is required to offer Tenant the opportunity for a grievance hearing, and Tenant has

[6] HUD Nonpayment of Rent Notice PIH 2021-29 extends nonpayment of rent notice to a Thirty (30) day notice.

made a timely request for a grievance hearing, the tenancy shall not terminate, even if the notice of Lease termination has expired, until the grievance process has been completed.

(m) DHA reserves the right to exclude from the DHA Grievance Procedures lease enforcement actions related to any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other Tenants, DHA employees, or agents of DHA, or persons residing in the immediate vicinity. DHA also reserves the right to exclude from the DHA Grievance Procedures lease terminations related to any drug-related criminal activity on or off premises. In lease terminations for these violations, the Notice of Lease Termination shall state that Tenant is not entitled to a grievance hearing. HUD has determined that the State of Texas has a judicial system that provides the opportunity for a hearing in a Court that contains the basic elements of due process.

(n) Tenant or DHA may give notice of termination on any day of the month.

(o) DHA may evict Tenant from the dwelling unit **only** by bringing a court action.

(p) If DHA files an eviction action against Tenant, Tenant will be liable for all legal fees including, costs of court, cost of a writ of possession if one is filed, and costs awarded by the Court in a (16, including attorney's fees, after all appeals have been exhausted and all applicable deductions pursuant to that judgment have been made.

(q) DHA will only pursue collection from a resident in court for any attorneys' fees or costs when those specific costs have been awarded by a judge in a final judgement, and unless all appeal rights have been exhausted and all applicable deductions pursuant to that judgement have been made. Such attorneys' fees or costs shall not be assessed to a resident's ledger unless and until the fees and costs have been awarded by a judge in a final judgement.

(r) DHA may continue to accept rent or other sums after the giving of a notice to vacate or the filing a suit for eviction. This acceptance of sums does not waive DHA's right of eviction or any other contractual or statutory right. The accepting of money, at any time, does not waive DHA's right to damages, past rent, future rent, other sums, or to continue with any court proceeding.

(s) **This lease shall terminate upon abandonment of the premises by Tenant.** No court action will be required to obtain possession of the premises.

(t) DHA will comply with the requirements of applicable City ordinances and HUD regulations that materially affect tenant termination.

21. Grievance Procedure and Requirements

(a) Disputes arising under this Lease shall be resolved pursuant to the DHA's Grievance Procedure, and any amendments thereto that are in effect at the time such grievances arise, incorporated herein by reference. Lease termination for any reason set forth in Part 2, Section 17 (m) shall be excluded from the DHA's Grievance Procedure.

(b) In the case of a proposed adverse action including a proposed Lease termination, DHA shall not take the proposed action until the time for Tenant to request a grievance hearing has expired or, where applicable, the grievance process has been completed.

(c) If the Grievance Hearing concludes in a Grievance Hearing Agreement, the resident must abide by the requirements of the agreement. Failure to sign or abide by the Grievance Hearing agreement will result in eviction.

(d) The DHA President and CEO shall appoint as hearing officers fair and impartial persons knowledgeable of Federal law, HUD regulations and DHA policies who do not work in the Property Management or Intake Departments.

(e) Grievances that are related to any disability, accessibility, reasonable accommodation, or effective communication by a tenant will be directed to the Disability Rights Coordinator.

(f) Persons with disabilities may qualify for a reasonable accommodation to stop DHA from pursuing an eviction, if the tenant's disability is related to the reasons for eviction.

22. Notice to Post Office

(a) When DHA evicts a Tenant or a household member for engaging in any criminal activity, DHA shall notify the local Post Office serving the dwelling unit so that the Post Office will stop delivering mail for such person at the unit and the person will not return to the community to pick up mail.

23. Lease Modifications and Riders

(a) Any modification of this Lease must be by a written rider to the Lease executed by DHA and the Tenant, the only exception being for modifications of rent pursuant to Section 3 of this Lease.

24. Non-waiver of Rights

The failure of DHA or Tenant to exercise any right or remedy as provided in this Lease shall not affect the right to do so at any later date.

25. Non-Liability

Tenant acknowledges that any security measures provided by DHA will not be treated by Tenant as a guarantee against crime or a reduction in the risk of crime. DHA will not be liable to any Tenant, family/household member, or guest for injury, damage or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. DHA will not be liable to Tenant, any family/household member or guest for personal injury or damage or loss to personal property from fire, accidental discharge of a firearm, water leaks, explosions, or natural causes including rain, hail, ice, snow, smoke, lightning, wind and interruption of utilities. **Tenants are strongly urged to secure renter's insurance to protect against the losses.**. If information regarding Tenant, Tenant's family/household members is requested by a third party for law enforcement purposes, Tenant authorizes Agency to provide the information.

26. Abandonment

(a) DHA may remove all property that remains in the unit or in the common areas after abandonment by Tenant or after judicial eviction of the Tenant. DHA is not liable for any property removed after Tenant's abandonment of the apartment, DHA does not have an obligation to store abandoned property.

(b) Tenant shall be deemed to have abandoned the dwelling unit when Tenant has moved out. When DHA questions whether the unit has been abandoned, DHA will secure the apartment against vandalism and post a notice of planned entry on the door. If, after 2 days, there is no response to the notice and inspection shows that all or most of Tenant's property has been removed or rent is not paid, DHA will conclude the unit has been abandoned.

(c) Two (2) days after DHA determines Tenant has abandoned the dwelling unit, DHA may remove all property left in the unit; clean up; make repairs; and re-let the apartment,

(d) Abandonment of the Premises will be treated as a termination by the Tenant under Part 2, Section 10 of this Lease.

27. Community Service Requirements/Economic Self-Sufficiency Programs

(a) HUD's Community Service requirements and Economic Self-Sufficiency programs mandate that each adult household member not eligible for an exemption shall contribute 8 hours per month of some combination of community service within his/her community, or Economic Self-Sufficiency activity, both as defined in the Admissions and Continued Occupancy Policy.

(b) If Tenant does not comply with Community Service requirements or Economic Self-Sufficiency programs during DHA's annual review, DHA reserves the right to not renew or extend Tenant's Lease upon expiration of the Lease term and shall take such action as is necessary to terminate

the tenancy of the household. DHA may not terminate the tenancy of a family within the term of the 12-month lease for noncompliance with the Community Service requirements and Economic Self-Sufficiency programs and DHA must not reduce a lease term as a result of noncompliance. Noncompliance is grounds for non-renewal of the lease and termination of the tenancy only at the need of the 12-month lease period.

(c) Based on consideration of Tenant's efforts to comply with this Section, the DHA reserves the right to enter into a written agreement with Tenant before the expiration of the Lease term to cure any non-compliance with neighborhood service or economic self-sufficiency programs.

28. Special Provisions related to occupancy of scattered site single family homes.

(a.) Tenant is responsible for the complete care of front, back and side yards, including mowing, watering, weeding and trimming the grounds and shrubbery.

(b.) Tenants who desire to install ceiling fans must obtain written approval from DHA prior to installation. Any ceiling fans installed shall become a part of the premises and the property of DHA upon termination of the lease.

(c.) Tenant will be charged the actual cost of repairing and/or replacing dishwashers damaged as the result of activity other than normal wear and tear.

(d.) Tenant will be charged the actual cost of repairing and/or replacing any fencing damaged as the result of activity other than normal wear and tear.

29. Special Provisions related to occupancy of Low Income Housing Tax Credit Developments

The Premises is located in a housing development that has been financed, at least in part, with Low-Income Housing Tax Credits. The Tenant understands that the dwelling unit is available to Tenant only because of assistance payments made by HUD (the "Assistance Payments") that allow the Premises to be offered to Tenant at a rent level that is less than the market (unsubsidized) rent that would otherwise be due on the Premises. If such assistance payments terminate or are substantially reduced, and there is a default under any agreement, letter of credit or other instrument providing other funds as a substitute for assistance payments, then Tenant agrees that DHA shall have the right not to renew this Lease or to terminate this Lease at the end of its current term and either

(a.) relocate Tenant to any other available appropriately sized dwelling unit in the inventory of DHA; or arrange for DHA to provide Tenant a rental voucher under Section 8 of the United States Housing Act of 1937, as amended, if a voucher is then available, to be used by Tenant to obtain another dwelling unit. DHA will make a good faith effort to transfer Tenant within the same neighborhood. Tenant will be given ninety (90) calendar days written notice of the availability of a suitably sized unit prior to being required to move. Tenant's response to the written notice that a transfer will be required because of reduction or elimination of assistance payments must be received by DHA within ten (10) calendar days of the date of the notice and must state Tenant's willingness to move to an appropriately sized dwelling unit within thirty (30) days. Reasonable costs associated with the move will be the responsibility of DHA.

30. Reasonable Accommodations

(a) DHA has a legal obligation to provide a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to:

1. Use and enjoy a dwelling, including public and common use areas of a development;
2. Participate in, or benefit from, a program (housing or non-housing), service, or activity;
3. To avoid discrimination against an Individual with a Disability

(b) Such an accommodation must be granted unless it would:

1. Pose an undue financial and administrative burden.
2. Fundamentally alter the essential nature of the program, service, or activity.

DHA shall grant reasonable accommodations, at no charge to Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary because of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.

31. Severability Clause

If any provision of this agreement or the application thereof is determined to be invalid or unenforceable, it shall not affect the enforceability of any other provision in this agreement. Instead, the invalid or unenforceable provision shall be deemed severed from this agreement, and this agreement shall be enforced as if the agreement did not contain the invalid or unenforceable provision.

DALLAS HOUSING AUTHORITY

House Rules

Tenant agrees to observe the following House Rules and acknowledges that failure to do so may result in eviction.

1. School Truancy - Every year by June 15, the Head-of-Household must produce an original report card for every school-aged child in the household. More than five percent of days missed per year may result in eviction. Additionally, DHA will cooperate with DISD to reduce and prevent truancy by resident children and to prevent non-residents from using DHA addresses to register children for school.
2. Housekeeping - Tenant must meet the Dallas Housing Authority (DHA) Housekeeping requirements to avoid eviction.
3. Loitering - Loitering is strictly prohibited. Neither Tenants nor their guests are permitted to engage in any activities that limit, restrict, impair, obstruct or impede access to stairs, hallways, parking lots and public walkways.
4. Curfew - City of Dallas has a curfew 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday, or Thursday until 6:00 a.m. of the following day; and 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday. The city curfew will be enforced. The Head-of-Household is responsible for compliance with the City of Dallas Curfew Ordinance by all minors in the household.
5. Judgments - In the event the DHA Management Staff obtains a judgment against the Head-of Household for non-payment of rent, the DHA Management Staff will immediately pursue possession of the premises.
6. Violence - Tenant, or any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms on or near the development premises.
7. Cold Weather - To avoid cold weather problems, the Tenant must never set heat below 55 during winter months. When an apartment is allowed to get too cold, water supply lines can freeze and break, which could result in damage to the Tenant's apartment or the Tenant's neighbor's apartment. When the temperature is expected to fall below freezing, all Tenants are required to open cabinets where water pipes are located, open the lid to all toilets and drip all water faucets to avoid pipe freezing. Tenant may be liable for damages resulting from frozen pipes.
8. Reporting Maintenance Needs- It is the responsibility of all Tenants to report any damages or necessary repairs to Management or in Rent Cafe, failure to do so may result in eviction.

   Some examples of charges Tenants could possibly incur due to negligence or damage to DHA property include:

   (a.) Any repair made to an apartment due to negligence on the part of a Tenant, such as a broken window, or jammed garbage disposal;
   (b.) Damaged to the water sprinkler system or landscaping caused by the Tenant, Family member, or guest; or
   (c.) Tub, sink, or toilet overflows due to abuse or negligence on the part of the Tenant causing water damage to his/her apartment or to any other apartment. Charges for parts and labor will be billed to the Tenant.

   Emergency Maintenance - If an emergency arises after hours the Tenant must call the Emergency Work Order Center. The call will be answered and maintenance personnel will be dispatched within a reasonable time depending on the nature of the emergency.

Note that when the emergency condition was caused by Tenant damage or negligence, Tenant will be charged for the maintenance provided, including overtime rates if applicable.

9. Listed below are examples of items that are considered to be emergencies.

   (a.) Fire damage;
   (b.) apartment doors that will not lock or unlock;
   (c.) flooding,
   (d.) electrical problems;
   (e.) sewer back-up;
   (f.) broken windows;
   (g.) Tenant lockout;
   (h.) gas leaks;
   (i.) no heat when the inside temperature falls below 60 degrees Fahrenheit from November 16th through March 15;
   (j.) if door and window screens are not provided, no air conditioning or air conditioning that is not capable or maintaining a maximum inside temperature that is 15 degrees lower than the outside temperature or 85 degrees Fahrenheit or whichever is warmer from April 1 through November 1;
   (k.) damage due to unlawful intrusion.

10. Plumbing - Tenants are responsible for the repair costs of plumbing stoppage caused by disposal of anything other than normal sewage, which is human waste. The system is not designed to handle anything other than normal sewage.

11. Air Conditioning - Tenant must not block the return air grill where the filter is located. Maintenance personnel are required to replace filters on a regular basis. The grill where the filter is located must be accessible at all times.

12. Smoke Detectors - The Tenant must not disable the smoke detectors or carbon monoxide detectors by removing the batteries or dismantling or damaging the smoke detector. The smoke detector must be operational at all times. The Tenant will be charged a "Special Management Service Fee" for replacing removed batteries for damaged smoke detectors. **Damage by Tenant to smoke detectors is a serious lease violation and may subject Tenant to Lease termination**.

13. Key and Locks - The Tenant will be issued two apartment keys and one mailbox key, at the time of occupancy. Alterations/replacement of locks or installation of deadbolt locks, knockers, or other attachments on interior or exterior doors is prohibited. The Tenant shall not install any locks themselves. Keys are not loaned to Tenants. If the Tenant loses his/her key, a duplicate key will be provided for a fee. Gate cards at high rises will be replaced for a fee. If any Tenant is locked out, Management will allow access only to the Head-of-Household, as identified on the lease for a fee. All such persons will be required to provide picture identification to verify that the person seeking access is the Head-of-Household.

14. Alteration/Decorating - The Tenant shall not make modifications to apartment walls, shelves, or closets without prior approval of the Manager. Windows with curtains or window treatments must show white backing to the outside. The following items are not allowed on windows: aluminum foil, sheets, blankets, or window tinting.

15. Maintenance Inspections - Regularly scheduled Preventative Maintenance inspections are conducted on a quarterly basis. The Tenant will be notified of the approximate scheduled date, a minimum of 48 hours in advance. Maintenance personnel must have access to the Tenant's unit to conduct the scheduled maintenance inspections.

16. Telephone Wiring – Tenants may use only the telephone outlets already installed in the apartment. Any additional wiring must be approved by DHA prior to installation and all costs associated with additional wiring are the responsibility of the Tenant.

17. Insurance - DHA Management strongly recommends that the Tenant obtain renter's insurance. The Tenant is responsible for damages or loss of personal property from such events as theft, vandalism, fire and water damage.

18. Common Areas - The definition of a common area is an area located outside of the Tenant's apartment and porch, yard, or stoop, including but not limited to parking lots, stairwells, breezeways and courtyard areas. These areas must be kept clear at all times of trash and other obstructions.

    (a.) All items left unattended in the common areas may be removed and disposed of by Dallas Housing Authority or designated personnel without notification to Tenant.
    (b.) Common areas are for the use and enjoyment of all Tenants. Any Tenant, occupant and/or guest conducting themselves in any unreasonable and/or offensive manner shall be subject to being removed from the common areas.
    (c.) Tenants will be liable if they or their guest(s) cause any damage to any part of the community.
    (d.) Moving vans, trucks, or vehicles of any kind are not permitted on the lawn or sidewalk at any time.
    (e.) The consumption of alcoholic beverages in common areas of the property is strictly prohibited.
    (f.) Open containers of alcoholic beverages are strictly prohibited in all common areas.
    (g.) Loud noise levels from automobile stereos and/or jam boxes will not be tolerated.
    (h.) All activities in the common areas by any person 12-years of age or under, must be supervised by a parent or legal guardian at all times.

19. Entrances and Hallway - In compliance with the fire code, all sidewalks, entrances, passages and stairways are to be kept free from obstruction at all times. Any items left unattended may be removed and disposed of by DHA Management or designated personnel without notice.

20. Patios and Balconies:

    (a.) Keep your sliding door and windows closed and locked during your absence to protect against damage from rain.
    (b.) Keep patios and balconies free of old furniture, clothing, and trash.
    (c.) Clotheslines are not permitted unless installed by DHA.
    (d.) Do not leave trash at your door.
    (e.) No radio or television aerials, dishes or wires shall be erected or attached on any part of the premises without prior written permission from DHA.
    (f.) Only outdoor furniture in good condition is permitted on patios and balconies.
    (g.) Bird feeders are not allowed on patios, balconies or terraces.
    (h.) Flower boxes must hang on the inside of balcony rails only.
    (i.) .Tenants shall strictly comply with DHA rules and City of Dallas Fire Code requirements and other applicable code and standards. Open flame cooking and heating devices, charcoal grills and other similar devices used for cooking shall not be located or used on combustible balconies, decks or within 10 feet of combustible construction / materials. Use or storage of barbecue grills on porches or covered balconies, inside unit and / or within 10 feet of the DHA structure is strictly prohibited. Failure to comply is a serious lease violation that will result in a lease termination

21. Trash - The Tenant is to keep the premises clean by not throwing trash on the property. Trash receptacles are located on the property for your convenience. All trash must be wrapped or put in bags and placed in the designated trash receptacle. It is recommended that all garbage be discarded on a daily basis to help eliminate any insect problems. Tenants shall be charged a “Special Management Service Fee” for the cost of cleaning incorrectly disposed trash on property.

22. Parking and Vehicles –

    (a.) Parking may be assigned or unassigned, depending on the number of spaces at the property.
    (b.) The Tenant is required to obtain parking stickers from the management office yearly.
    (c.) Vehicles must be headed into the curb and parked within marked lines.
    (d.) Cars without current inspection / registration stickers and/or license plates are not permitted on DHA property and will be towed at owners’ expense.

(e.) The use of parking lots for any purpose other than parking of automobiles, motorcycles, vans or pick-up trucks (such as storing, parking of boats, trailers, large trucks, commercial vehicle, buses, motor homes or repairing and/or washing of motor vehicles) is expressly prohibited and the vehicles are subject to towing at owners' expense.
(f.) Mini-bikes, go-carts, or other unlicensed, self-propelled vehicles are prohibited on DHA property.
(g.) Fire codes prohibit the parking of motorcycles under breezeways, on sidewalks, patios or inside of apartment.
(h.) The Tenant must not park in designated fire lanes, or block trash receptacles.
(i.) All abandoned and/or inoperable vehicles will be towed at owners' expense 24 hours after DHA Management notes such offense.
(j.) Car Washing and Repairs - Washing and repair of vehicles is prohibited on DHA property.
(k.) Tenants shall be charged a "Special Management Service Fee" for the cost of cleaning chemicals, debris, or property damages resulting from washing, repair or maintenance of vehicles.

23. Noise - Loud playing of any musical instrument, radio, stereo, or television set is not permitted at any time, and strictly prohibited between the hours of 10:00 p.m. and 7:00 a.m.

24. Extermination – Tenant shall prepare tenant's unit as instructed for extermination when notified in writing by Manager or third-party servicer that an extermination is scheduled. Failure to prepare the unit for extermination, deny treatment or allow access to the unit is a serious lease violation. If any member of the Tenant's household is verified through DHA's reasonable accommodation process to be allergic to extermination chemicals, DHA will arrange for alternative forms of extermination. bedbugs.

25. Violation of these House Rules shall constitute material violations of the Lease and may be cause for termination of tenancy.

Please stress the importance of these House Rules to all Members of the Household.

EXECUTION AND CERTIFICATION

By signature below, Tenant and Household Members agrees to the Terms and Conditions of Parts I and II of this Lease Agreement, including the attached House Rules and Attachments indicated below to the Lease. By the signature, below, Tenant also acknowledges that the Terms and Conditions of this Lease Agreement (Part I and II), House Rules and Attachments indicated below have been received and thoroughly explained.

Tenant hereby certifies that Tenant has not committed fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to DHA before execution of the Lease or before DHA approval for occupancy of the unit by the Tenant. Tenant further certifies that all information or documentation submitted to DHA before and during the Lease term is true and complete to the best of Tenant's knowledge and belief. If fraudulent information is provided, Tenant understands that the Lease may be terminated or the rent retroactively increased.

ATTACHMENTS TO THE LEASE:

If indicated by an (X) below, DHA has provided Tenant with the following attachments and information:

☐	Terms and Conditions of the Lease	☐	Housekeeping Standards Addendum
☐	DHA Pet Addendum (if applicable)	☐	Extended Absence Addendum
☐	DHA Lease Addendum on Reasonable Accommodation Animals (if applicable)		
☐	DHA Grievance Policy	☐	VAWA Addendum and Attachments
☐	Information on Lead Poisoning, if applicable	☐	Hardship Exemption
☐	RRA Rights and Notice Form	☐	Move Out Notice
☐	Mold Information and Prevention Addendum	☐	Third-Party Utility Form
☐	Maintenance Charges	☐	Importance of Renter's Insurance
☐	Smoke Detector & Fire Extinguisher Certificate	☐	No Smoking Addendum
☐	Community Service Requirements	☐	Crime Prevention Addendum
☐	Bed Bug Addendum	☐	Notice of dwelling located in or near flood plain (if applicable)

STATEMENT ON RECEIPT OF INFORMATION:

Tenant certifies that a copy of the above information regarding lead poisoning has been provided as part of the move-in packet. The above information has been thoroughly explained and the Tenant understands the possibility that lead-based paint may exist in the unit.

Tenant (Authorized Head of Household)	Date
Spouse or Co-head of Household (if applicable)	Date
Other Adult Family member (if applicable)	Date
Other Adult Family member (if applicable)	Date
Other Adult Family member (if applicable)	Date
Other Adult Family member (if applicable)	Date
Property Manager	Date

2026 PHA Plan
Supplemental Documents

Administrative Grievance Procedure for Tenants of Low Rent Public Housing Program
September 27, 2022

No Revisions this Year

DHA, *Housing Solutions for North Texas*

Procedure 358-1.1

Resident Administrative Grievance Procedure

Public Housing Program

3939 N. Hampton Rd.

Dallas, TX 75212

Adopted: September 27, 2022

Previously updated: March 22, 2022

DHA Resident Administrative Grievance Procedure
Public Housing Program

I. PURPOSE

The Resident Administrative Grievance Procedure ("Grievance Procedure") provides a process and procedure for DHA residents to seek a just, effective and efficient settlement of grievances against actions or decisions of DHA, *Housing Solutions for North Texas* ("DHA").

II. GENERAL

A. DHA is committed to providing a grievance procedure as an administrative remedy, prescribed by HUD, to ensure adequate due process is afforded to DHA residents in its public housing program. The Grievance Procedure is applicable to disputes a resident may have with respect to DHA's action or failure to act in accordance with the individual tenant's lease or DHA's rules, policies, procedures and practices that adversely affect the individual resident's rights, duties, welfare, or status.

B. DHA is committed to ensuring that its grievance procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, and not otherwise discriminate against individuals with disabilities, because of their disability.

C. The Grievance Procedure will be included in the move-in packet for all public housing properties. DHA will post a copy of this Grievance Procedure on DHA's Website and DHA Intranet, email a copy of the procedure to all public housing residents and make a copy of the procedure available upon request at its Public Housing property management offices and DHA Services HQ. DHA will provide a copy to all resident council's and DHA's Resident Advisory Board. Additionally, individuals may obtain a copy of this procedure, upon request, from DHA's Disability Rights Coordinator.

III. GOVERNING LAW

DHA is subject to Federal civil rights laws and regulations. This procedure is based on the following statues or regulations:

a. 24 C.F.R. Part 966

b. Section 504 of the Rehabilitation Act of 1973;

c. Title II of the Americans with Disabilities Act of 1909 (ADA);

d. The Fair Housing Act of 1968, as amended (Fair Housing Act); and

e. The respective implementing regulations for each Act.

IV. APPLICABILITY

In accordance with applicable federal regulations, this Grievance Procedure shall be applicable to disputes a tenant may have with respect to a PHA's action or failure to act in accordance with the individual

tenant's lease or the PHA's requirements which adversely affect the individual tenant's rights, welfare, or status ("grievances") (as defined in Section IV below) with the exceptions listed below.

A. This Grievance Procedure is not applicable to disputes between tenants not involving DHA or to class grievances involving groups of tenants.

B. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between tenants, or groups of tenants, and DHA's Board of Commissioners.

C. HUD has issued a due process determination to DHA (Exhibit I), finding that the law of the State of Texas provides tenants with the opportunity for a hearing in court that provides the basic elements of due process (as defined in §966.53(c) - See Section IV below. Therefore, per CFR 966.51, DHA will exclude from this Grievance Procedure any grievance concerning termination of tenancy or eviction based upon a tenant, occupant or guest involvement in the following:

   1. Any criminal activity on or off property that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of DHA, or neighbors of the property.

   2. Any violent or drug-related criminal activity on or off premises; or any criminal activity that resulted in felony conviction of a household member.

DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

A. *DHA:* DHA shall mean the Housing Authority of the City of Dallas, Texas also known as the Dallas Housing Authority and DHA, *Housing Solutions for North Texas*.

B. *Auxiliary Aids and Services*: Means and refers to

   1. Qualified interpreters on-site or through video remote interpreting (VRI) services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing;

   2. Qualified readers; taped texts; audio recordings; Brailed materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs (SAP); large print materials; accessible electronic and information technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision;

   3. Acquisition or modification of equipment or devices; and

   4. Other similar services and actions. See 24 C.F.R. § 8.3;28 C.F.R. § 35.104

C. *Business Days:* Monday through Friday of each week, except for legal holidays recognized by DHA.

D. *CFR:* The Code of Federal Regulations, which contains the federal regulations requiring this grievance procedure.

E. *Complainant:* Complainant shall mean any tenant whose grievance is presented to DHA in accordance with 24 CFR part 966 et seq and Section VI of this procedure.

F. *Drug-related criminal activity:* The illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance, as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended and see the most current edition of the Admissions and Continued Occupancy Policy for a list of specific prohibited drug-related criminal activity.

G. *Elements of due process in a court of law:* An eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:

1. Adequate notice to the tenant on the grounds for terminating the tenancy and for eviction;
2. Right of the tenant to be represented by counsel;
3. Opportunity for the tenant to refute the evidence presented by DHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense, that the tenant may have;
4. A decision on the merits.

H. *Eviction:* The legal process used by a landlord to recover possession of a leased unit from an occupant of the leased unit as prescribed by the laws of the State of Texas.

I. *Grievance:* Any dispute that a tenant may have with respect to an action or a failure to act by DHA in accordance with the individual tenant's lease or DHA policies and procedures that adversely affects the individual tenant's rights, duties, welfare or status.

J. *Grievance Public Hearing:* A hearing that is requested by the resident and open to all persons who desire to attend the hearing. A public hearing must be requested in writing.

K. *Grievance Hearing:* A hearing that includes only the hearing panel or officer, a DHA representative, the resident, resident's representative, and all relevant witnesses. All hearings shall be private, unless the resident requests a public hearing in writing.

L. *Hearing Officer:* A person selected in accordance with 24 CFR §966.55 and this Grievance Procedure to hear grievances and render decisions with respect thereto.

M. *HUD:* The United States Department of Housing and Urban Development.

N. *Individual or Person with a Disability:* means and refers to an individual who has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, manual tasks, walking, seeing, hearing, speaking, breathing, or learning; has a record of such impairment; or is regarded as having such an impairment. See 24 C.F.R. § 8.3, as modified by the ADA Amendments Act of 2008, Pub. L. 110-325, § 7(2), 122 Stat. 3558 (September 25, 2008), amending 29 U.S.C. § 705(20); see also 28 C.F.R. § 35.108; and 42 U.S.C. § 3602(h)

O. *Notice:* As used herein, the term notice shall, unless otherwise specifically provided, mean written notice as required by federal, state and local statutes, laws and ordinances

P. *Reasonable Accommodation:* means and refers to a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to (1) use

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and enjoy a dwelling, including public and common use areas of a development; (2) participate in, or benefit from, a program (housing or non-housing), service, or activity; or (3) to avoid discrimination against an Individual with a Disability. Such an accommodation must be granted unless it would pose an undue financial and administrative burden, or fundamentally alter the essential nature of the program, service, or activity. A Reasonable Accommodation includes any physical or structural change to a housing unit or a public or common use area that would be considered a reasonable modification under the Fair Housing Act.

Q. *Resident organization:* An organization of residents, such as Resident Councils or Resident Advisory Board (RAB).

R. *Tenant:* The adult person (or persons) other than a live-in aide:

1. The person who resides in the unit and who executed the lease with DHA as lessee of the dwelling unit, or, if no such person(s) resides in the unit,

2. The person(s) who resides in the unit, and who is the remaining head of the household of the tenant family residing in the dwelling unit.

V. RESIDENTIAL LEASE AGREEMENT

This Grievance Procedure is provided as an attachment to and incorporated by reference into the Residential Lease Agreement between tenants and DHA, at all DHA's public housing developments.

VI. INITIATING A GRIEVANCES

Grievances originate with a tenant. The tenant must present the grievance, orally or in writing, to DHA or to the property management office of the development in which the tenant lives. DHA cannot require that a tenant present a grievance in writing. To present a grievance, the grievant must be a tenant, defined as the person or persons who reside in the unit (other than a live-in aide) who executed the lease as the lessee or, where there is no such person, the person who resides in the unit and is the remaining head of household.

Tenants who have presented a grievance are referred to as complainants. The complainants shall present their grievance request to the property manager in the property management office of the development in which the tenant resides or to the main office at DHA, Housing Solutions for North Texas, 3939 N. Hampton Road, Dallas, TX 75212 – Attn: Office of General Counsel. The request must be presented within seven (7) business days from the date of notice or after the event giving rise to the grievance unless good cause exists for the delay.

VII. INFORMAL SETTLEMENT CONFERENCE OF GRIEVANCES

Unless the tenant is requesting a disability related grievance or a grievance after receipt of a thirty-day lease termination notice, a tenant must begin the grievance process by requesting and attending an informal settlement conference with DHA to discuss whether the grievance can be settled without a hearing (request forms for an informal settlement conference are available at DHA properties and https://dhantx.com/). The following procedures apply to a request for an informal conference under this tenant administrative grievance procedure:

A. **Initial Presentation:** Any request for an informal conference must be personally presented, either orally or in writing to the property manager in the property management office of the development in which the tenant resides or to DHA's main office at DHA, Housing Solutions for North Texas, 3939 N. Hampton Road, Dallas, TX 75212. The request must be presented within seven (7) business days from the date of notice or after the event giving rise to the grievance

unless good cause exists for the delay. Each tenant requesting an informal conference shall be given a receipt showing proof of the request (see Exhibit "II").

B. **Informal Conference:** If the informal conference cannot occur at the time the request is initially presented by the tenant, then the tenant will be promptly notified in writing of the time and place for the informal conference. The informal conference will be held within ten (10) business days after the initial presentation of the request, unless extenuating circumstances occur.

C. **Written Summary:** DHA shall provide a written summary of the informal settlement conference to the tenant within seven (7) business days after the informal conference, and a copy of the summary retained in the tenant's Yardi computer file. The summary shall be in writing and shall specify the:

- names of the participants in the discussion,
- the date of the discussion(s) and / or meeting(s),
- the nature of and specific reasons for the proposed disposition of the complaint; and
- the procedures by which the complainant may obtain a grievance hearing if they are not satisfied with the outcome of the informal discussion

A copy of the written summary shall be placed in tenant's computer file. This copy shall serve as proof that the tenant did participate in the informal conference.

D. **Failure to Attend Informal Conference:** A tenant who does not attend an informal conference shall be considered to have waived the right to an informal conference and is not entitled to a grievance hearing absent a showing of good cause why he/she failed to attend the informal conference. In such event, DHA shall provide a notice to the tenant that shall specify the procedures by which the tenant may request a grievance hearing. The hearing officer shall make the determination whether the tenant shows good cause for missing the informal conference before proceeding with the formal hearing.

E. **Failure to Request Hearing:** If the tenant fails to request a formal hearing within five (5) business days after receiving the written summary of the informal conference, DHA's decision rendered at the informal conference becomes final and DHA is no longer obligated to offer the tenant a grievance hearing. Tenant's failure to request a formal grievance hearing does not constitute a waiver to contest DHA's action in Court. CFR 966.55

F. **Evictions:** Grounds for eviction (termination of tenancy) will only be for those circumstances as allowed by CFR 966.4. DHA may evict a resident and/or household only by bringing a court action, and only after proper lease termination notices have been provided to the household. If DHA prevails in an eviction action and is awarded court costs and attorney's fees by the court in a final judgment, the resident will be liable for those costs and fees.

If the grievance is not remedied by the informal settlement conference, or if a thirty-day (30) notice of lease termination has been served on the resident, the resident may request a Grievance Hearing.

VIII. SELECTION OF GRIEVANCE HEARING PANEL OR HEARING OFFICER

The designation of hearing officers or a hearing panel for particular grievance hearings shall be governed by the following provisions:

A. All hearings may be held before a Hearing Panel or a Hearing Officer.

B. The Hearing Panel will consist of three to five impartial and disinterested parties appointed by the Office of General Counsel. DHA Hearing Officer or a designee appointed by the Office of General Counsel will be a member of the Hearing Panel.

C. A sufficient number of disinterested parties shall be identified as potential members of the Hearing Panel and these potential members can be referred by The DHA Resident Advisory Board or a DHA Resident Services Coordinator; or can respond to a request for interested persons and shall be appointed by the Office of General Counsel. An appropriate number of potential members shall be appointed to ensure that no member is overly burdened and that a sufficient quantity of members is identified to ensure that a hearing panel and alternates are available to hear cases brought before them by DHA. The Office of General Counsel shall maintain the list of eligible hearing panelists. Residents interested in serving on the Hearing Panel must be in good standing with the terms of their lease as verified by their property manager.

D. All individuals interested in serving as members of a Hearing Panel shall attend a workshop to equip the hearing panel members with adequate training for the task before them. Any training costs shall be paid by DHA. Training shall be provided to hearing panel members before they serve on a Hearing Panel. The following topics will be covered in the workshop:

1. The Federal law and regulations governing the grievance process;
2. The DHA Lease and House Rules, Admissions and Continued Occupancy Policy, Pet Policy and Grievance Procedure;
3. Conduct of a hearing; and
4. Rules of evidence;

E. If there are not three members of the Hearing Panel pool able to serve in accordance with the timeframes set forth in this policy, at the discretion of the Office of General Counsel, the DHA Hearing Officer or his/her designee will hear a grievance alone.

F. Impartial hearing panel members will be appointed from the pool of panel members by the Office of General Counsel in accordance with the following (also see Exhibit III):

1. Three to five members of the Hearing Panel will be members of the designated pool of potential Grievance Hearing Panel members that have completed training outlined above.
2. The DHA Hearing Officer or a designee appointed by the Office of General Counsel will act as an additional member of the Grievance Hearing Panel.
3. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent that such person is not fully capable of impartiality.
4. Persons who are designated to serve as grievance hearing panel members must disqualify themselves from hearing grievances in which they have a personal interest or have a relationship with the grievant such as personal friends or acquaintances, relatives, or persons with whom they have or had any business relationship. Further, such hearing panel members are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances.
5. Each approved Hearing Panelist will sign a confidentiality agreement that will remain on file in the Office of General Counsel.

G. If a hearing panel member fails to disqualify himself or herself as required in this Grievance Procedure, DHA will remove the individual from the list of persons appointed for such purposes,

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invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing.

IX. SCHEDULING OF FORMAL GRIEVANCE HEARINGS

Unless the tenant has been served a lease-termination notice for reasons outlined in Section IV. C 1-2 of this procedure, a tenant has the right to a formal Grievance Hearing unless the tenant has failed to satisfy the prerequisites set forth below.

A. The tenant must request and complete the informal conference procedure or the hearing officer must determine that the tenant had good cause for failing to proceed in accordance with procedures listed above in Section VI; or the tenant has received a lease termination notice.

B. The tenant must request a hearing in writing within seven (7) business days after receiving the written summary of the informal conference. Please see attached Exhibit IV.

C. The Grievance Hearing will be scheduled in accordance with the Office of the General Counsel's yearly Grievance Hearing Calendar but no longer than thirty (30) business days after the request for grievance has been submitted, unless extenuating circumstances occur. When the date, time and location of the Grievance Hearing is determined, a Grievance Hearing Appointment Letter, along with additional guidelines and tenant rights governing the hearing will be mailed to the tenant. Please see attached Exhibit V.

X. PROCEDURES GOVERNING FORMAL GRIEVANCE HEARINGS

A. *Fair Hearing*

Hearings shall be held before a Grievance Hearing Panel or a Hearing Officer as described above in Section VIII. The tenant shall be afforded a fair hearing that shall include:

1. The right to an opportunity to examine, before the hearing, any non-privileged DHA documents, including records and regulations that are directly relevant to the hearing. The tenant will be notified of and afforded the opportunity to review and copy all records maintained in his/her individual file. DHA will provide copies of documents that will be used in the hearing to the tenant with the notification of hearing. For video evidence, the tenant will be provided with an opportunity to view the evidence at the property management building. For CBC and/or criminal record, the record will be provided to the tenant via email, prepaid first-class mail and made available via pick-up at the property management office of the tenant's building or pick-up at the legal department located at DHA 's Headquarters. Any evidence that is not provided to the tenant or made available to the tenant cannot be used in the grievance hearing.

2. The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf. If the tenant is represented by counsel, the tenant must notify DHA of Counsel's name and provide notice of representation five (5) business days prior to the hearing.

3. The right to a private hearing unless the tenant requests a public hearing.

4. The right to present its evidence before DHA staff during the Grievance Hearing.

5. The right to an explanation that the results of the Grievance Hearing will not be decided until after the Grievance Hearing. The tenant will be given the opportunity to present evidence

and witnesses and / or state his or her case, and explain how tenant would like to resolve the matter.

6. The right to have the first opportunity to speak;
7. The right to present evidence and arguments in support of the tenant's complaint, to refute evidence relied on by DHA and to confront and cross examine all witnesses upon whose testimony or information DHA or its management relies.
8. The right to a decision solely and exclusively upon the facts presented at the hearing.
9. The right to request that a recording of the grievance hearing take place.
10. The right, that at the outset of the hearing, a decision will not be made until the tenant has had the opportunity to present all of the tenant's evidence and witnesses and state his/her case, and allow the tenant to explain how the matter should be resolved;
11. The right to a written decision after the conclusion of the grievance hearing that explains thoroughly its reasoning, including a response to the tenant's arguments and evidence.

B. *Prior Decision in Same Matter*

The Hearing Panel or a Hearing Officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding or if the evidence provided by the tenant sufficiently disputes the lease violation.

C. *Failure to Appear*

If the tenant, DHA property manager or their designee fails to appear at a scheduled hearing, the Hearing Panel or a Hearing Officer may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the Grievance Hearing Panel or a Hearing Officer shall notify the tenant and DHA of the determination.

The failure to attend a grievance hearing shall not constitute a waiver of any right for which the tenant may have to contest DHA's disposition of the grievance in an appropriate judicial proceeding.

D. *Required Showing of Entitlement to Relief*

At the hearing, the tenant must first make a showing of an entitlement to the relief sought and thereafter, DHA must sustain the burden of justifying DHA's action or failure to act against which the complaint is directed.

The tenant and DHA may each present evidence. The evidence may consist of documents or witnesses. The tenant may testify. The tenant and DHA have the right to question each other's witnesses.

E. *Informality of Hearing.*

The Grievance Hearing shall be conducted in conformance with this procedure and conducted in an informal manner by the Hearing Panel or Hearing Officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to a judicial proceeding.

F. *Orderly Conduct Required*

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The Hearing Panel or Hearing Officer shall require DHA, the tenant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Panel or Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision averse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

G. *Transcript of Hearing.*

The tenant or DHA may arrange in advance for a written transcript or recording of the grievance hearing to be made. The cost of the transcript will be paid by the party requesting the transcript. Either party may purchase a copy of such transcript.

XI. DECISION OF THE GRIEVANCE HEARING PANEL OR HEARING OFFICER

At or subsequent to the completion of the Grievance Hearing, the Hearing Panel or Hearing Officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

A. *Written Decision*

The Hearing Officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days, unless good cause exists for an extension of time after the completion of the hearing.

1. A copy of the decision shall be sent to the tenant and to the DHA Property Manager. DHA shall retain a copy of the decision in the tenant's file.
2. A copy of such decision shall include:
    - The names of the complainant, Hearing Officer, other participants, including complainant's counsel or representatives and witnesses.
    - The date and time and location of the grievance hearing.
    - A summary of the grievance.
    - The date on which the informal settlement discussion was held, who was present, and a summary of the results of the informal discussion (preferably quoting from the informal settlement summary letter).
    - A summary of the evidence, argument and testimony presented at the grievance hearing.
    - The reasons for the hearing decision, citing the policy or regulation that supports the decision made.
    - DHA Office of General Counsel shall also maintain a log of all Hearing Officer decisions and make the log available upon request to a prospective complainant or a prospective complainant's representative. The log must include the date of the hearing decision, the general reason for the grievance hearing such as (failure to pay rent, community service noncompliance, etc.), and whether the decision was in the favor of the complainant or DHA.

B. *Binding Effect*

The written decision of the Hearing Officer and/or Hearing Panel shall be binding upon DHA, which shall take all actions, or refrain from any actions necessary to carry out the decision unless DHA's Senior Vice President and COO or DHA's General Counsel determine, within a reasonable time, and promptly notifies the complainant of its determination, that:

1. the grievance does not concern DHA's action or failure to act in accordance or involving the tenant's lease or DHA's policies and procedures that adversely affect the tenant's rights, duties, welfare or status; or
2. the decision of the Hearing Officer and/or Hearing Panel is contrary to applicable Federal, State, or local law, HUD regulations, DHA's Admissions and Continued Occupancy Policy (ACOP) or requirements of the annual contributions contract between HUD and DHA's; or
3. the Office of General Counsel determines, after a review of the evidence presented, that the evidence supporting the decision in favor of DHA is not sufficient to support a favorable decision for DHA in an official judicial proceeding[1].

C. Continuing Right of Tenant to Judicial Proceedings

A decision by the Grievance Hearing Panel or Hearing Officer or in favor of DHA or that denies the relief requested by the tenant in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the tenant to a trial or judicial review in any judicial proceedings, that may thereafter be brought in the matter.

XII. NOTICES

All notices under this Grievance Procedure shall be deemed delivered when sent by mail by regular mail, by registered mail, or by certified mail return receipt return requested, to the premises in question and DHA may additionally deliver notice by (1) personal service thereof upon the tenant or a tenant age of sixteen (16) or older that resides at the premises in question, or (2) affixed to the inside of the main entry door of the premises in question.

XIII. REASONABLE ACCOMODATION OF PERSONS WITH DISABILITIES

Pursuant to DHA Policy 357-1, DHA will provide reasonable accommodations and will ensure effective communication for persons with disabilities throughout the grievance process. A Notice of Rights is attached as Exhibit VI. Such offerings include, but are not limited to:

A. Providing reasonable accommodation for persons with disabilities to participate in the hearing, to engage in the informal settlement process, to provide additional time, etc.;

B. Providing and allowing qualified sign language interpreters, readers, accessible locations, or attendants. All notifications and communications must ensure effective communication for persons with disabilities;

C. Providing appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio, large-print, optical readers on computers available for viewing,

[1] This decision can be made by the OGC's General Counsel or in conjunction with DHA's eviction counsel.

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assistive listening device systems, and sign language interpreters. There may be other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.; and

D. Providing, at its' expense, auxiliary aids and services for effective communication with complainants during the grievance process. An individual with a disability may request a specific type of auxiliary aid or service as his or her preferred method of communication. DHA will also take reasonable steps to ensure meaningful access to their programs and activities to individuals with limited English proficiency (LEP).

XIV. DISABILITY-RELATED GRIEVANCE PROCEDURE

Throughout the term of this Agreement, DHA shall receive and respond to any disability-related grievances about accessibility, reasonable accommodations, and effective communication by a tenant or prospective tenant of DHA directed to the Disability Rights Coordinator, or another employee or contractors[2] of DHA, who shall promptly forward the grievance to the Disability Rights Coordinator as follows:

A. Within ten (10) days after a disability-related grievance is received, DHA shall commence an investigation, including contacting the individual who filed a grievance, if necessary, to find out if the allegations of the grievance and shall investigate the grievance with the appropriate staff of DHA where the grievance originated.

B. DHA shall complete its investigation and respond to the individual who filed a grievance within fifteen (15) days after the grievance is received, but if that cannot be reasonably achieved, not later than thirty (30) days, including discussing with individual who filed a grievance, where appropriate, possible resolutions, including Reasonable Accommodations, training of Respondent staff, and relief for the individual who filed a grievance. If the matter cannot be resolved short of a grievance hearing, then Respondent shall give to the tenant a written statement of rights at least seven (7) days prior to the scheduled hearing explaining that the tenant will have the right at a grievance hearing to present the tenant's own evidence, witnesses, and arguments as to why the tenant is entitled to the relief that the tenant seeks before a decision is made.

C. If the grievance process results in the denial of tenant's requested relief, the tenant will be provided with a statement containing the bases for denial as well as a provision regarding the tenant's right to file a complaint with HUD's FHEO.

D. DHA shall maintain written records of all disability-related grievances by tenants or prospective tenants, its investigations, and its responses to the individual who filed a grievance.

[2] For the purpose of this Resident Administrative Grievance Procedure, "contractors" are defined as anyone who enters into a contract with DHA who has direct involvement with tenants with a disability who are seeking a reasonable accommodation, such contractors include: outside eviction counsel, temporary employees, and property management employees.

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E. Copies of such records shall be provided to HUD once every month during 2022 and 2023, and quarterly thereafter.

XV. GRIEVANCE HEARING POLICY

DHA Grievance Hearing Policy (Exhibit VII) may not be amended or modified except by approval of a majority of the Board of Commissioners of DHA's, present at a regular meeting or a special meeting called for such purposes. Furthermore, any substantial changes to DHA's Grievance Procedure must provide for at least (30) days advance notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by DHA before final adoption of any amendments hereto.

XVI. MISCELLANEOUS

A. *Captions:* Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.

B. Concurrent Notice: If a tenant, who has a right to a grievance hearing, has filed a request for grievance hearing hereunder in a case involving DHA's notice of termination of tenancy, the tenant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the Hearing Officer upholds DHA action to terminate the tenancy, DHA may commence an eviction action in court after the expiration of the notice to vacate which will be served upon the tenant with a decision by the Grievance Officer to uphold the notice of lease termination.

XVII. ANNUAL REVIEW

DHA will diligently take the appropriate steps to ensure any Grievance Hearing conducted by DHA, including those related to an eviction action or termination of tenancy, provides effective communication with individuals with disabilities, in accordance with Section 504, the ADA, and applicable regulations.

DHA's Disability Right's Coordinator, Director of Compliance and a member of the Office of General Counsel shall review DHA's Grievance Hearing Procedure annually, and provide a report of suggested changes, updates, and new policies to ensure annual compliance with the Legal Authority as described in Section V of this Policy.

EXHIBIT I

EXCLUSIONS FROM DHA'S ADMINISTRATIVE GRIEVANCE PROCEDURES AS DEFINED IN CFR 966.51

According to 24 CFR § 966.51(a)(2)(i), the term due process determination means a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process (as defined by §966.53(c) before eviction from the dwelling unit. On December 3, 1991 HUD issued a due process determination to DHA; therefore, DHA may exclude from DHA's administration grievance procedure, under this subpart, any grievance concerning a termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA
    - Physical assaults and or fights that amount to criminal activity
    - Threats of violence to tenants, guests and management
    - Threats accompanying deadly weapons
2. Any violent or drug related criminal activity on or off premesis
    - Illegal drugs on property
    - Illegal drugs on person or in the unit
    - The sale of drugs on or off property
    - Criminal conviction of misdemeanor and or felony drug offenses
    - Physical assaults and or fights involving illegal drugs
3. Any criminal activity that results in a felony conviction of a household member

EXHIBIT II

Informal Conference Request Form

Date Requested: _____

Tenant Name: _____

Tenant T Number: _____

Tenant Address: _____

Tenant Phone Number: _____

DHA Property: _____

Tenant's Reason for an Informal Conference:

_____

_____

_____

_____

_____

_____

_____ _____

Tenant Signature & Date DHA Staff Signature & Date

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The Violence Against Women Act ("VAWA") protects victims of: domestic violence; dating violence; sexual assault; or stalking, from termination and eviction on the basis of the violence perpetrated by their abusers. If you are a victim, you have the right to certify as a victim by providing such documentation to DHA. Under VAWA, you have the right to request an emergency transfer. All requests will be reviewed but are not guaranteed to be approved.

Sign language interpreters and TTY are available with 72 hours advance notice. Families with disabilities requesting interpreters or other auxiliary aid accommodations may call the Disability Rights Coordinator at 469-965-1961, or email disabilityrights@dhantx.com to schedule interpreters. The family may also contact the Disability Rights Coordinator for any other disability-related needs at DHA's main office located at 3939 North Hampton Road, Dallas, Texas 75212.

DHA does not discriminate on the basis of disability status in admission or access to its federally assisted programs and activities. Persons with disabilities have the right to request reasonable accommodations. DHA's Disability Rights Coordinator coordinates compliance with the nondiscrimination requirements contained in HUD's regulations: DHA Disability Rights Coordinator, 3939 North Hampton Rd, Dallas, TX 75212; 469-965-1961, disabilityrights@dhantx.com or TTY 711.

EXHIBIT II, page 2

_____

Account No.

NOTICE OF TENANT'S RIGHT TO FORMAL HEARING ON A GRIEVANCE

I have been advised of my right to an informal conference with the Housing Manager in case of a grievance with respect to DHA's action or failure to act in accordance with the lease or DHA's regulations, which may adversely affect my rights, duties, welfare, or status.

I have also been advised that if I am not satisfied with the proposed informal disposition of my grievance, I have a right to a Formal Hearing with a Hearing Officer/Hearing Panel under the "Formal Grievance Hearing" section of the Administrative Grievance Procedure.

I will have the right to appear at the Formal Hearing and speak in my own behalf, to bring witnesses and documents as I desire, and be represented by counsel or other representatives of my choice. On or before five (5 days before the Hearing, I have the right before the hearing to examine and copy any DHA documents, records, and/or regulations that are directly relevant to the hearing.

_____

(Tenant's Printed Name)

_____

(Tenant's Signature)

_____

(Date)

DHA does not discriminate on the basis of disability status in admission or access to its federally assisted programs and activities. Persons with disabilities have the right to request reasonable accommodations. DHA's Disability Rights Coordinator coordinates compliance with the nondiscrimination requirements contained in HUD's regulations: DHA Disability Rights Coordinator, 3939 North Hampton Rd, Dallas, TX 75212; 469-965-1961, disabilityrights@dhantx.com or TTY 711.

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EXHIBIT III

Grievance Panel Training, Terms and Qualifications

DHA, *Housing Solutions for North Texas*, is committed to providing its residents with appropriate due process in accordance with DHA Admissions and Continued Occupancy (ACOP) requirements, local, state and federal regulations. One of the first elements of due process is affording residents the right to a hearing[3].

DHA has determined it appropriate to establish and maintain a Grievance Hearing Panel comprised of DHA residents for the purpose of serving as panel members for DHA's grievance hearings. The following information describes the qualifications for serving as a Grievance Hearing Panel member and outlines the training provided by DHA to qualified residents.

I. Selection of Grievance Hearing Panel or Hearing Officer

The following provisions shall govern the designation of a hearing panel member for particular grievance hearings:

A. All hearings must be held before a Hearing Panel or a Hearing Officer;

B. The Hearing Panel will consist of three (3) to five (5) impartial and disinterested parties appointed by the Office of the General Counsel;

C. All individuals interested in serving as members of a Hearing Panel shall attend a workshop to equip the hearing panel members with adequate training for the task before them. Any training costs shall be paid for by DHA. Training shall be provided prior to interested individuals serving on the Hearing Panel. The following topics will be covered in the workshop:

   i. HUD regulations governing the grievance process;

   ii. DHA Lease and House Rules;

   iii. DHA's Admissions and Continued Occupancy Policy (ACOP);

   iv. Conduct and decorum expectations of the hearing;

[3] DHA may establish an expedited grievance procedure in the following circumstances, bypassing the requirement for informal settlement: 1) Terminations and/or evictions that involve criminal activity that threatens the health, safety or right to peaceful enjoyment or terminations; 2) Evictions that involve any drug-related or violent criminal activity on or off such premises.

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D. If there are not two members of the Hearing Panel that are able to serve, the DHA Hearing Officer or a designee(s) appointed by DHA's Office of General Counsel will hear a grievance alone.

II. Impartiality and Fairness

A. No person shall accept an appointment, or retain an appointment, once selected as a hearing panelist, if it becomes apparent that such person(s) is not fully capable of impartiality;

B. Persons who are designated to serve as Grievance Hearing panel members must disqualify themselves from hearing grievances in which they have a personal interest or have a relationship with the grievant such as personal friends or acquaintances, relatives, or persons with whom they have or had any business relationship;

C. If a hearing panel member fails to disqualify himself or herself as required in this grievance procedure, DHA will remove the individual from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself, and schedule a new hearing.

III. Binding Effect of the Hearing Panel or Hearing Officer

The hearing officer must prepare a written decision within a reasonable time following the hearing. The decision must state the reason(s) for the decision.

The written decision of the Hearing Officer and Hearing Panel shall be binding upon DHA, which shall take all actions, or refrain from any actions necessary to carry out the decision unless DHA's Senior Vice President and COO or DHA's General Counsel determines within a reasonable time, and promptly notifies the complainant of its determination, that:

A. The grievance does not concern DHA's actions or failure to act in accordance or involving the tenant's lease or DHA policies and procedure that adversely affect the Tenant's rights, duties, welfare or status; or

B. The decision of the hearing officer and hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and DHA.

A decision by the hearing officer, panel, or Board of Commissioners that is in favor of the PHA's action or failure to act, or a decision that denies the relief requested in whole or in part, does not waive the complainant's rights to a subsequent trial or judicial review.

EXHIBIT IV

Grievance Hearing Request

Date Request Submitted: _____ Tenant Name: _____

Tenant Client Number: _____ DHA Property: _____

Tenant Address: _____

Tenant Phone Number: _____

Tenant Email Address: _____

REASON FOR HEARING:

_____

_____

_____

Tenant Signature & Date

DHA does not discriminate on the basis of disability status in admission or access to its federally assisted programs and activities. Persons with disabilities have the right to request reasonable accommodations. DHA's Disability Rights Coordinator coordinates compliance with the nondiscrimination requirements contained in HUD's regulations: DHA Disability Rights Coordinator, 3939 North Hampton Rd, Dallas, TX 75212; 469-965-1961, disabilityrights/2dhantx.com or TTY 711.

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EXHIBIT V

HEARING APPOINTMENT LETTER

[DATE]

[TENANT NAME]
[TENANT ADDRESS]
[TENANT ADDRESS CONTINUED]

Re: Request for formal grievance hearing
Client ID: [TENANT ID NUMBER]

Dear [TENANT NAME]:

At your request, a formal grievance hearing has been arranged. You are scheduled to meet before the Grievance Hearing Officer or Grievance Hearing Panel on **[DATE] at [TIME] at the [LOCATION OF GRIEVANCE HEARING.]** Please arrive on time to your scheduled hearing.

A summary of the updated hearing process is as follows:

1. You must appear physically at the designated location on the date and time listed above.
2. Upon your arrival, a staff member will escort you to a private area supplied with technology necessary for the hearing (i.e. computer, Wi-Fi, video connection, etc.), which will be conducted via Zoom.com.
3. **THE ENTIRE STEP-BY-STEP PROCESS IS ATTACHED TO THIS LETTER FOR YOUR REVIEW.**

DHA is permitted to preview any evidence that you intend to use at your hearing. You will need to provide DHA copies of any evidence you wish to use on or before **[DATE]** which is **5 BUSINESS DAYS PRIOR** to your hearing. Please submit all evidence you intend to use, with your **CLIENT ID [TENANT ID NUMBER]**, by one of the three following options:

a) At the **Manager's office by appointment** only by **[DATE]**; OR

b) **Email** OGCNotices@dhantx.com

If DHA has any tangible evidence they intend to use for your hearing, copies of such evidence is enclosed. Further, if your hearing officer has video evidence, then you may review the evidence at your manager's office by appointment only by **[DATE]. If you wish to have the hearing recorded, please contact Valeria Gray at 214-951-8475 on or before [DATE] to request a recording.** The checklist on page (2) of this correspondence will indicate what type of tangible evidence, if any, DHA intends to use at your hearing.

Only witnesses with relevant evidence may attend your hearing. You must provide DHA with notice of any witness or if you are represented by an attorney by **[DATE]** by contacting Valeria Gray at the number below.

Individuals with disabilities, unique circumstances, or limited English proficient persons may request further accommodations so that all hearings are accessible and to ensure all individuals have a full and equal opportunity to participate in the hearing process.
If you have any special requests and/or questions, please contact Valeria Gray at 214-951-8475 by **[DATE].**

Sincerely,

Valeria Gray
Paralegal – Sr. Office Admin.

cc: Manager, **[MANAGER NAME]**

Enclosures:

____ Updated Instructions for Hearings

____ Tangible Evidence

____ Video Evidence (to be viewed at your managers' office by appointment)

____ Criminal Background Check (A copy of the criminal background check will be provided to the tenant via email, prepaid first-class mail or made available via pick-up at the property management office of the tenant's building or pick-up at the legal department located at DHA's Headquarters.)

____ Other Evidence (to be viewed at your managers' office by appointment)

UPDATED GRIEVANCE HEARING INSTRUCTIONS

Adapted from HUD Notice PIH 2020-32

Your hearing will be held at the location identified in your hearing appointment letter and will be conducted via Zoom.com. Please note the following:

1. **Please arrive at your scheduled hearing on time**.
2. **Space is limited.** We ask that you bring only those persons who will be providing evidence to your hearing.
3. The **Zoom meeting will be set up for you** on a DHA computer with video, sound, and Wi-Fi connection.
4. Your hearing is scheduled to **last 30-45 minutes**. The Grievance Hearing Officer will facilitate the hearing from beginning to end.
5. The **final decision** of your hearing will be mailed within fourteen (14) business days.
6. You may direct follow up questions to **Valeria Gray at (214)-951-8475**.

ACCESSIBILITY AND ACCOMMODATIONS: INDIVIDUALS WITH DISABILITIES AND/OR LIMITED ENGLISH PROFICIENCY MAY REQUEST INDIVIDUAL ACCOMMODATIONS.

***PLEASE BE AWARE: IF YOU DO NOT SHOW-UP FOR THE MEETING AS SCHEDULED, YOU WILL BE CONSIDERED AS A "NO SHOW" AND THE HEARING OFFICER WILL ENTER A DECISION IN YOUR ABSENCE.**

If you need to reschedule the day or time of your hearing, you may contact *Valeria Gray at 214-951-8475* with such request.

EXHIBIT "VI"

REASONABLE ACCOMMODATION
NOTICE OF RIGHTS FOR APPLICANT AND/OR TENANT REQUEST

REQUESTS FOR REASONABLE ACCOMMODATION OR MODIFICATION

Under the Fair Housing Act, a reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service. In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, DHA will make reasonable accommodations or modifications for individuals with verified, known or obvious disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. In such a case, DHA will offer alternatives that would effectively meet the resident's disability related needs that would not result in a financial or administrative burden.

DHA is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

(1) All applicants/residents are provided with a Reasonable Accommodation/Modification Request Form when requesting a reasonable accommodation or modification. A resident or applicant may submit the request in writing, orally, online or use another equally effective means of communication to request an accommodation or modification.

(2) DHA will provide an initial reply to requests as promptly as possible, but no more than fourteen (14) business days from the receipt of the request unless DHA explains the delay. DHA's response may include, but is not limited to:

   i. Approval

   ii. Denial

   iii. Request for Additional Information or Verification of Need

(3) DHA will approve or deny the request as promptly as possible. Unless DHA explains the delay, the applicant/resident will be notified of the decision to approve or deny within no more than fourteen (14) business days after receiving all necessary information and

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documentation from the resident and/or appropriate verification sources. All decisions to approve or deny reasonable accommodations will be communicated in writing or, if required/requested, in an alternative format. Exceptions to the fourteen (14) day period for notification of DHA's decision on the request will be provided to the resident setting forth the reasons for the delay.

(4) In the event a reasonable accommodation request would result in a fundamental alteration in the nature of the program or create an undue financial and administrative burden, DHA will offer an alternative solution that would not result in a financial or administrative burden but that would be effective at accommodating the tenant's disability related need

(5) If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within fourteen (14) business days of the date of the written notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.

_____

(Print Resident's Name)

_____

(Resident's Signature)

_____

(Date)

DHA does not discriminate on the basis of disability status in admission or access to its federally assisted programs and activities. Persons with disabilities have the right to request reasonable accommodations. DHA's Disability Rights Coordinator coordinates compliance with the nondiscrimination requirements contained in HUD's regulations: DHA Disability Rights Coordinator, 3939 North Hampton Rd, Dallas, TX 75212; 469-965-1961, disabilityrights@dhantx.com or TTY 711.

EXHIBIT VII

RESIDENT ADMINISTRATIVE GRIEVANCE POLICY

Adopted: To Enter

Previously updated: March 22, 2022

Abstract

DHA is committed to providing residents with a fair hearing to their grievances.

DHA, Housing Solutions for North Texas

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RESIDENT ADMINISTRATIVE GRIEVANCE POLICY

Section I. General

DHA is committed to providing residents with an opportunity to have their grievance heard as an administrative remedy, to provide adequate due process regarding adverse actions or failures to act that affect public housing applicants or tenants. The Resident Administrative Grievance Procedure ("Grievance Procedure") consists of definite procedures to instruct DHA staff in implementing this policy. This policy is applicable to disputes an applicant or tenant may have with respect to an action or failure to act, in accordance with the individual tenant's lease or DHA's policy or procedures which adversely affect the individual tenant's rights, duties, welfare, or status.

DHA is committed to ensuring that its' grievance procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, and do not otherwise discriminate against individuals with disabilities, on the basis of disability. Therefore, if an individual with a disability requires[i4] a reasonable accommodation such as an accessible feature or modification to a DHA rule, policy, practice, procedure, or property, DHA will provide such reasonable accommodation unless doing so would result in a fundamental alteration in the nature of the program, or an undue financial or administrative burden. In such a case, DHA will work to identify an acceptable other reasonable accommodation that would not result in a financial or administrative burden.

DHA will diligently take the appropriate steps so that grievance hearings conducted by DHA, including those related to a lease termination, provides effective communication with individuals with disabilities, in accordance with Section 504, the ADA, and applicable regulations.

DHA will post a copy of this Policy at DHA Services HQ, located in 3939 N. Hampton Road, as well as on DHA's Intranet. In addition, individuals may obtain a copy of this policy and its corresponding procedures, upon request, from DHA's Disability Rights Coordinator, located in the Department of Compliance and Training.

Section II. Reasonable Accommodations

Pursuant to DHA Policy, upon request, review and approval, DHA will provide reasonable accommodations for persons with disabilities throughout the Resident Administrative Grievance process. This includes, but is not limited to:

a. Providing reasonable accommodation for persons with disabilities to participate in the grievance hearing and to engage in the informal settlement process;

[4] A nexus must exist between the requested accommodation and the individual's disability.

b. Providing or allowing qualified sign language interpreters, readers, accessible locations, or attendants. All notifications and communications will provide effective communication for persons with disabilities;

c. Providing appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as requested, e.g., Braille, audio, large-print, optical readers on computers available for viewing, assistive listening device systems, and sign language interpreters. There may be other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing, or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.; and

d. Providing, at its' expense, auxiliary aids and services for effective communication with complainants during the grievance process. An individual with a disability may request a specific type of auxiliary aid or service as his or her preferred method of communication. DHA will also take reasonable steps to ensure meaningful access to its programs and activities to individuals with limited English proficiency (LEP).

Section III. Annual Review

DHA's Disability Right's Coordinator along with the Office of General Counsel shall review DHA's Resident Administrative Grievance Hearing Procedure annually, and provide a report to the CEO and COO of suggested changes, updates, and new policies every March to ensure annual compliance with the Legal Authority as described in Section V of this Policy.

At a minimum, the Disability Right's Coordinator shall review DHA's Resident Administrative Grievance Procedure and practice to ensure the following are implemented according to the Legal Authority as described in Section V:

a. Ensuring that a tenant with a disability has equally effective opportunity to refute evidence president by Respondent;

b. Ensuring that a tenant with a disability has an equally effective opportunity to confront and cross-examine witnesses;

c. Ensuring that a tenant with a disability has an equally effective opportunity to present any affirmative legal or equitable defenses, witness testimony, and documentary evidence; and

d. Ensuring that a tenant with a disability is aware of the availability of auxiliary aids and services to aid as required by II, d.

Section IV. Resident Administrative Grievance Process.

DHA will implement the following policies, at a minimum, to ensure DHA's Resident Administrative Grievance Procedures are in compliance with Federal, state and local laws, including civil rights laws and regulations:

a. Provide the opportunity for a prompt hearing of the grievance;

b. Upon prior written notice and/or request from either party, provide for the recording of the grievance hearing;

c. Provide the tenant the opportunity to present his or her case first during the grievance hearing; and

d. Provide a written decision after the hearing that explains the violated lease provision(s), information obtained during the hearing that the hearing officer or hearing panel relied on to make the decision, the decision of the hearing officer or hearing panel, and any appeals rights or procedures available to the resident.,

Section V. Legal Authority

DHA is subject to Federal civil rights laws and regulations. This policy is based on the following statues or regulations:

a. 24 C.F.R. Part 966

b. Section 504 of the Rehabilitation Act of 1973;

c. Title II of the Americans with Disabilities Act of 1909 (ADA);

d. The Fair Housing Act of 1968, as amended (Fair Housing Act);

e. The respective implementing regulations for each Act;

f. Dallas City Code Ordinance 20A; and

g. Texas Fair Housing Act - Chapter 301 of the Texas Property Code.

2026 PHA Plan
Supplemental Documents

Procedure for Extermination Service
July 1, 2014

No Revisions this Year

Dallas Housing Authority
3939 N. Hampton Rd., Dallas, TX 75212 | Phone: 214.951.8300 | Fax: 214.951.8800 | www.dhadal.com

EQUAL HOUSING OPPORTUNITY

Procedure for Extermination Service

Approval

Signatures:

Compliance Department — Date of Approval: 7/01/2014

Originating Department — Date of Approval: 07/01/2014

Purpose

The purpose of the Procedure for Extermination Service is to provide guidance to Dallas Housing Authority ("DHA") property staff in the implementation of a component of the preventive maintenance plan, consistent with federal standards for housing that are decent, safe, sanitary, and in good repair.

Scope

This procedure applies to developments owned and operated by DHA.

Responsibilities

The policies of the Dallas Housing Authority are attached to and are incorporated in full by reference in its Five-Year and Annual Plan ("Annual Plan"). Annually, DHA updates and submits the Annual Plan to HUD for review and approval. All DHA policies are adopted by resolution of the DHA Board of Commissioners ("Board").

The President and CEO of DHA drafts proposed policies for adoption by the Board.

The Vice-President of the Housing Voucher Programs implements approved policies and procedures designed for the operation of the various HVP; the Vice-President of the PH Program implements policies and procedures designed to standardize operations in the Housing Operations Department.

The Compliance Department reviews and approves DHA procedures and reviews DHA operation, processes, and practices for compliance with applicable federal, state, and local laws and with DHA policies.

Associated Materials

24 CFR 5.701
DHA Five-Year and Annual Plan
Admissions and Continued Occupancy Policy for Low Income Housing Owned by DHA ("ACOP")

Policy Statements At a minimal, DHA properties will be maintained in such conditions as to meet the physical condition standards set forth by the U.S. Department of Housing and Urban Development ("HUD") for assisted housing considered to be decent, safe, sanitary, and in good repair (DSS/GR).

Annually, each unit at each development will be subject to an annual inspection and a housekeeping inspection. In addition, each development, including the site, building exterior, building systems, common areas, and a sample of the units, will be inspected in accordance with HUD's Uniform Physical Condition Standards inspection protocol.

Each unit will be treated for pests (exterminated) at least annually and as necessary.

Procedure

1.0 Introduction

Extermination service (pest control) is a routine maintenance activity that is a part of the preventive maintenance plan to maintain DHA-owned and operated properties in accordance with federal physical housing standards for housing that is DSS/GR.

2.0 Procurement

2.1 Extermination service is provided by a third-party vendor.

2.2 Use of an extermination service is procured by the Procurement Department in accordance with HUD procurement requirements and DHA procurement policy.

2.3 Following the procurement process with the selection of a responsive and responsible vendor, each asset management project ("AMP") and/or each development will obtain a copy of the service contract in order to understand the scope of the service and the obligations of each party.

2.4 At all times, prior to utilizing the service, contact the Procurement Department regarding the necessity of creating a purchase order (PO) number for service and to receiving the PO once service has been rendered, in order to authorize payment.

3.0 Frequency

Each AMP manager will create and observe a schedule for extermination/pest control service consistent with applicable laws and regulations, DHA policy, the needs of the properties, and the needs of the residents, and consistent with the extermination contract.

At a minimal, each unit in an AMP will be treated once a year.

3.1 Scheduled

Based upon the special characteristic, condition, and needs of each development, the respective property staff will select an extermination service schedule for a specific quantity of units, such as once monthly, the second Tuesday of the month, 25 units each month, etc. By the end of the year, each unit will have been treated at least once.

3.2 Un-Scheduled

Un-scheduled extermination service can occur, based upon the needs of the property or the needs of the resident, such as when there is an infestation.

When the extermination service schedule (or the frequency of the extermination service) is set and known, by Work Order, a resident or property staff can request the service as often as necessary.

3.3 Contract Terms

Property staff will review the extermination service contract for familiarization with the scope, term, and conditions of the service and should make recommendations as necessary to amend the contract.

Property staff will communicate directly with the extermination service vendor to coordinate the service schedule.

Property staff should seek out feedback from the residents and will review the service rendered for compliance with contract terms and industry standards.

4.0 Notice Requirement

All residents will be informed of the extermination service requirement and schedule. Prior to entry into a unit, notice to the residents must be given in accordance with the lease agreement. Also, residents will be notified when an entry into the unit has occurred.

2026 PHA Plan
Supplemental Documents

Pet Policy

No Revisions this Year

<Date>
<t number>
<Name>

PET OWNERSHIP ADDENDUM

A. EXEMPTIONS

These rules do not apply to assistance animals needed by a person with a documented disability who has a disability-related reason for needing an animal. For these individuals, DHA may require documentation from a qualified medical practitioner with respect to:

1. Verification that the person making the request is a person with a disability.

2. Verification that the animal is needed by a person with a disability because of the person's disability;
   - Verification that the animal owned by the individual with a disability will meet the need identified.
   - Verification that someone in the household can care for the animal or that alternative arrangements that will not impair the animal's health or safety have been made.
   - Verification that the animal is current on any required inoculations and that the animal, if a cat or dog, has been neutered or spayed.

B. PET RULES

The following rules shall apply for the keeping of pets by Residents living in the units operated by DHA.

1. "Common household pets" as authorized by this policy means domesticated animals, such as cats, dogs, fish, birds, rodents (including rabbits) and turtles, that are traditionally kept in the home for pleasure rather than for commercial purposes.

2. At any one time, each resident family will be allowed to house only one (1) warm blooded animal, one 20 gallon fish tank or one cage with up to 2 birds.

3. Visiting guests with pets (other than assistance animals to assist visitors with disabilities) will not be allowed, including pet sitting. Residents will be responsible for visiting guests with pets, and the actions of those pets.

4. Each resident family will register their pets with DHA BEFORE they are brought onto DHA premises and will update the registration annually at the re-examination of family income. The registration will include: (Appendix 1)

   a) A photo of the pet and information sufficient to identify the pet and to demonstrate that it is a common household pet.

b) A certificate signed by a licensed veterinarian or a State or Local Authority empowered to inoculate animals, stating that the pet has received all inoculations required by applicable State and Local Law and, in the case of cats and dogs, that they have been neutered or spayed.

c) The name, address, and telephone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.

d) A statement indicating that the pet owner has read the pet rules and agrees to comply with them; (Appendix 2)

5. DHA may refuse to register a pet if:

a) The pet is not a common household pet as stated above.

b) The keeping of the pet would violate any applicable house pet rule.

c) The pet owner fails to provide complete pet registration information.

d) The pet owner fails annually to update the pet registration.

6. DHA reasonably determines, based on the pet owner's habits and practices and the pet's temperament, that the pet owner will be unable to keep the pet in compliance with the pet rules and other legal obligations.

7. Financial ability to care for the pet will not be a reason for DHA to refuse to register a pet.

8. DHA will notify the pet owner if DHA refuses to register a pet. The notice will:

a) State the reasons for refusing to register the pet.
b) Be served on the pet owner in accordance with procedure outlined in paragraph C1 of this policy; and
c) Be combined with a notice of a pet rule violation if appropriate.

9. Cats, dogs and all other animals shall be limited to small breeds where total weight shall not exceed twenty-five (25) pounds and total height shall not exceed eighteen (18) inches. The size limit does not apply to assistance animals.

10. No pit bulls, Dobermans, rottweilers, chows, German Shepherd, or any other known fighter breed will be allowed on the premises. (Note: this does not apply to assistance animals but is subject to City/County Animal Control regulations.)

11. In public housing properties, a nonrefundable fee of $100.00 per bedroom in the pet owner’s unit shall be made to DHA. Such fee will be a one-time fee (one per pet or in the

case of birds, one fee covers up to 2 birds; fish tanks up to 20 gallon capacity will be considered as one pet) and shall be used to help cover cost of damages to the unit caused by the pet. This fee does not apply to assistive animals for persons with disabilities.

13. All pets shall be quartered inside the Resident's unit and not be left outside unless accompanied by a resident.

14. Dogs and cats shall be kept on a leash or in a crate and at all times be controlled by a responsible individual when taken outside.

15. Dogs and cats shall be allowed ONLY on the pet owner's lawn and pet owner shall clean up after pet each time the animal eliminates.

a. No dog houses will be allowed on the premises.

b. Any applicable City Ordinances concerning pets will be complied with.

16. Pets shall be removed from the premises when their conduct or condition is duly determined to constitute a nuisance or a threat to the health and safety of the pet owner and other occupants of DHA in accordance with paragraph C3 below.

a. Birds must be kept in regular bird cages and not allowed to fly throughout the unit.

b. Dishes or containers for food and water will be located within the owner's apartment. Food and/or table scraps, will not be deposited on the owner's porches or yards.

c. Residents will not feed or water stray or wild animals.

d. Pets will not be allowed to be kept on specified common areas (under clotheslines, social rooms, office, maintenance space, playgrounds, etc.).

e. Each resident family will be responsible for the noise or odor caused by their pet. Obnoxious odors can cause health problems and will not be tolerated.

C. PET VIOLATION PROCEDURE

NOTICE OF PET RULE VIOLATION (Appendix 3): When DHA determines based on objective facts supported by written statements, that a pet owner has violated one or more of these rules governing the owning or keeping of pets, DHA will serve notice.

1. The notice will be delivered:

a. By letter by first class mail, properly stamped and addressed to the Resident at the leased dwelling unit, with a proper return address.

b. In person, to any person age 16 or older answering the door at the Resident's leased

dwelling unit, or

c. If no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the inside of the front entry door.

2. The notice must contain:

a. a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.

b. a statement that the pet owner has ten (10) days from the effective date of service of notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation.

c. a statement that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting.

d. a statement that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's lease.

e. The effective date of service is the day that the notice is delivered or mailed, or in the case of service by posting on the door, the day the notice is posted.

D. PET RULE VIOLATION MEETING:

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, DHA shall establish a mutually agreeable time and place for the meeting to be held within fifteen (15) days from the effective date of service of the notice of pet rule violation (unless DHA agrees to a later date).

1. DHA and the pet owner shall discuss any alleged pet rule violation and attempt to correct it and reach an agreeable understanding.

2. DHA may, because of the meeting, give the pet owner additional time to correct the violation.

3. Whatever decision or agreements, if any, are made will be reduced to writing, signed by both parties, with one copy for the pet owner and one copy placed in DHA's Resident file.

E. NOTICE OF PET REMOVAL:

If the pet owner and DHA are unable to resolve the pet rule violation at the pet rule violation meeting, or if DHA determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph D above, DHA will

serve the owner with a notice requiring the pet owner to remove the pet. This notice must:

1. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated.

2. State that the pet owner must remove the pet within ten (10) days of the effective date of service of notice of pet removal (or ten days after the meeting if the notice is served at the meeting).

3. State that the failure to remove the pet may result in initiation of procedures to terminate the pet owner's residency.

F. INITIATION OF PROCEDURE TO TERMINATE PET OWNER'S RESIDENCY:

DHA will not initiate procedure to terminate a pet owner's residency based on a pet rule violation unless:

1. The pet owner has failed to remove the pet or correct the pet rule violation within the applicable time specified in paragraph D above.

2. The pet rule violation is sufficient to begin procedures to terminate the pet owner's residency under the terms of the lease and application regulations.

3. Provisions of Resident's Lease, Section "Termination of Lease" will apply in all cases.

G. PROTECTION OF THE PET:

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, DHA may do one of the following:

1. Contact the responsible party or parties listed on the registration form and ask that they assume responsibility for the pet.

2. If the responsible party or parties are unwilling or unable to care for the pet or cannot be reached despite reasonable efforts, contact the appropriate State or Local Animal Control Authority, Humane Society or designated agent of such Authority and request removal of the pet.

3. If there is no State or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances, enter the pet owner's unit, remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but not longer than thirty (30) days. The cost of the animal care facility provided under this section shall be charge to the pet owner. If the pet owner is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit.

NUISANCE OR THREAT TO HEALTH OR SAFETY:

Nothing in this policy prohibits DHA or the Appropriate City Authority from requiring the removal of any pet from DHA property if the pet's conduct or condition is duly determined to constitute, under the provisions of State or Local Law, a nuisance or a threat to the health or safety of other occupants of DHA property or of other persons in the community where the project is located.

APPLICATION OF RULES:

Pet owner will be responsible and liable for all bodily harm to other residents or individuals; and destruction of personal property belonging to others caused by owner's pet will be the moral and financial obligation of the pet owner.

All pet rules apply to resident and/or resident's guests.

Appendix 1
Pet Agreement

Management considers the keeping of pets a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for a pet, you will be held liable if it causes any damages or disturbs other residents.

Conditional Authorization for Pet. You may keep the pet that is described below in the apartment until Dwelling Lease is terminated. Management may terminate this authorization sooner if your right of occupancy is lawfully terminated or if you or your pet, your guests or any member of your household violate any of the rules contained in DHA's Pet Policy or this Agreement.

Public Housing Pet Fee: The Pet Fee will be $100 per bedroom in your unit. The Pet Fee is a one-time, non-refundable charge. (Not applicable to assistive animals for individuals with disabilities)

If, at any time in the future, this pet is replaced by another animal, another one-time fee will be charged for that animal.

This fee will be used to pay reasonable expenses directly attributable to the presence of the pet in the complex, including but not limited to, the cost of repairs to and fumigation of the apartment.

Liability Not Limited. The fee under this Pet Agreement does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

Description of Pet. You may keep only one pet as described below. Any pet may not exceed 18 inches in height and 25 pounds in weight. Fish tanks are limited to 20 gallon capacity. You may not substitute other pets for this one without amending this agreement.

Pet's Name: _____ Type: Dog _____Cat _____
Breed_____Color_____Weight _____Age_____
Housebroken?____Yes_____No City of License_____License No._____
Date of last Rabies shot_____
Other Pet (please specify) _____

Name, address and phone number of person able to care for pet in case of resident's permanent or temporary inability to care for animals

Name _____

Address_____

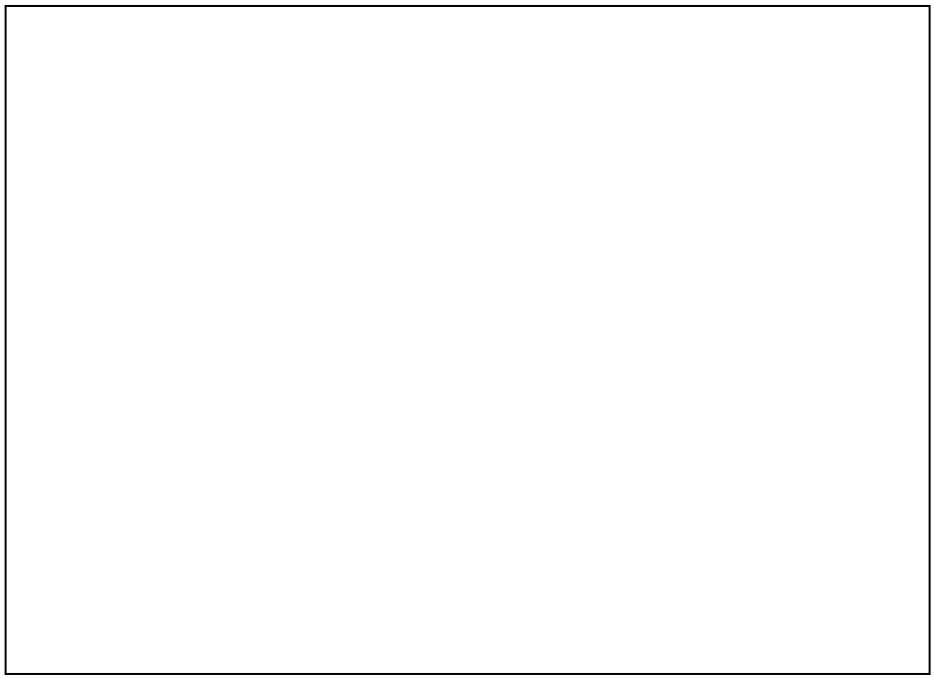
Phone _____

Appendix 2
Pet Policy Certification Attach Photo

By _____

Title

DHA Representative



Resident_____

Resident _____

Resident _____

I have read, fully understand and will abide by the rules and regulations contained in DHA Pet Policy and in this Pet Agreement.

Appendix 3
Pet Policy Rules Violation Notice

DATE:

TIME: (IF DELIVERED) A.M. / P.M.

TO:

NAME OF RESIDENT: _____

STREET ADDRESS:_____

CITY, STATE, ZIP CODE_____

This notice hereby informs you of the following rules violation:

_____

_____

_____

Factual basis for determination of violation:_____

_____

_____

As the pet owner you have ten (10) calendar days from the date shown on this notice (date notice delivered or mailed) in which to correct the violation or make a written request for a meeting to discuss the violation.

As the pet owner you are entitled to be accompanied by another person of your choice at the meeting. Failure to correct the violation, to request a meeting, or to appear at the requested meeting may result in initiation of procedures to terminate your tenancy.

_____

Property Manager

2026 PHA Plan
Supplemental Documents

Administrative Plan for the DHA Housing Choice Voucher Programs January 1, 2025

ADMINISTRATIVE PLAN
FOR THE
DHA HOUSING CHOICE VOUCHER PROGRAMS

Effective Date: January 1, 2025

Adopted: January 21, 2025

Replaces last revision of: October 4, 2022

EQUAL HOUSING OPPORTUNITY

DHA
Housing Solutions for North Texas

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Housing Choice Voucher Program Administrative Plan

Introduction

The DHA administers a variety of tenant-based, project-based, and grant programs under Section 8 of the 1937 Housing Act. Administration of these programs complies with the U.S. Department of Housing and Urban Development (HUD) regulations for the Section 8 Housing Choice Voucher Program, as set forth in title 24 of the Code of Federal Regulations (CFR), Part 982 and 983 et al. DHA complies with all federal, state and local housing laws. Definitions of terms used in this Administrative Plan are found in the last section of this Plan.

DHA, *Housing Solutions for North Texas* is dedicated to excellence in providing quality, affordable, and safe housing to eligible persons consistent with community needs. We foster effective and creative partnerships to maximize opportunities that improve the economic and personal well-being of the people that we serve. DHA diligently conducts its business in an efficient, professional, and ethical manner without discrimination.

Purpose of the Administrative Plan

The Administrative Plan establishes policies for functions and operations that are not governed by Federal regulations for the Housing Choice Voucher Program and other special programs administered by DHA. The Administrative Plan, hereinafter referred to as the "Plan", covers both admission to and continued participation in the abovementioned programs.

Only DHA's Board of Commissioners is authorized to approve changes to the Plan. DHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the agency. If such changes conflict with this Plan, HUD regulations take precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Vice President of Voucher Programs and/or the Director of Compliance. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

By the adoption of this Administrative Plan, the Board of Commissioners authorizes the CEO to make HUD-authorized charges (see 24 CFR §982.155) against the administrative fee reserve.

DHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly, by all program staff. Issues not addressed in this document related to applicants, program participants and owners are governed by the U.S. of Housing and Urban Development Code of Federal Regulations, notices, or other applicable law.

Section I. Special Conditions & Objectives of the Section 8 Housing Choice Voucher Program

A. Special Conditions and Arrangements

1. Debra Walker et al. v. HUD et al.: DHA will administer the Walker Settlement Program as required by the United States District Court of the Northern District of Texas, Dallas Division. DHA will administer the obligations set out in the Amended Agreed Final Judgment and the Settlement Voucher Implementation Plan approved by the United States District Court filed November 19, 2019. This program is covered in full in

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Addendum 8 to this Plan.

2. Public Housing Desegregated Housing Opportunities: DHA shall provide each Class Member leasing a public housing unit the opportunity to be placed on the Section 8 Waiting List if DHA is accepting Section 8 Housing Choice Voucher applications. If DHA is not accepting new applications for its Housing Choice Voucher Program at the time an applicant leases a public housing unit, DHA will inform the applicant in writing of his/her right to apply for the program when the program waiting list opens.

B. Objectives of Section 8 Housing Choice Voucher Programs

1. DHA's objective in administering the Housing Choice Voucher Programs is to provide decent, safe, and sanitary affordable housing to low-income families otherwise unable to obtain adequate housing. The number of families served is limited by the number of vouchers and funding available, DHA's budget, and the availability of adequate housing with landlords willing to participate with the program.
2. The Section 8 Housing Choice Voucher Program provides participating families with greater choice of housing opportunities by subsidizing rental payments to private landlords. Through this program, DHA helps low-income families obtain quality housing within DHA's geographical jurisdiction.
3. DHA's jurisdiction includes all cities located in whole or in part in Dallas County, the City of Plano and City of Red Oak, Texas, as well as Collin, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.
4. Through program administration, DHA shall:
   a. Ensure eligibility and correct family share of rent for participating families;
   b. Ensure Housing Quality Standards are enforced;
   c. Ensure no more than reasonable rents are paid for all units under contract in the Section 8 Housing Choice Voucher Program;
   d. Offer all current and future Section 8 Housing Choice Voucher Program families counseling and referral assistance on the following priority basis:
      1) All Section 8 Housing Choice Voucher families residing in a unit in which payment to the landlord is abated because of a failed inspection; and
      2) All other Section 8 Housing Choice Voucher families;
   e. Make every effort to assist a substantial percentage of its Section 8 Housing Choice Voucher families to find units in low-poverty neighborhoods; and
   f. Limit occupancy of DHA's voucher families to no more than 30% of the total number of units at any apartment community, except when the owner has demonstrated the ability to manage the complex effectively and adhere to Housing Quality Standards AND except for developments that provide rental housing exclusively for senior and or persons with disabilities.

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Section II. Fair Housing and Equal Opportunity

A. Nondiscrimination and Affirmatively Furthering Fair Housing

DHA affirmatively furthers fair housing and works to remove impediments to fair housing choice in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing fair housing and equal opportunity in housing, and marketing the program to members of protected classes who are "least likely to apply".

We are committed to equal opportunity for all program applicants, program participants, and landlords to be treated equally without regard to age, ancestry, color, family or medical care leave, gender identity or expression, genetic information, marital status, medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex (including pregnancy), sexual orientation and gender identity, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate against any applicant, program participant, or landlord; nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. DHA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all applicants and program participants equally, providing the same quality of service, regardless of family characteristics and background. DHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including but not limited to:

1. Title VI of the Civil Rights Act of 1964; which forbids discrimination on the basis of race, color, national origin; **24 CFR §§ 1**
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), which prohibits discrimination because of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability, in the sale or rental of housing, or in other housing-related activities; 24 **CFR § 100**
3. Executive Order 11063;
4. Section 504 of the Rehabilitation Act of 1973; which prohibits discrimination on the basis of disability in programs receiving Federal financial, including from HUD ; 24 **CFR § 8**
5. The Age Discrimination Act of 1975; which establishes certain rights of the elderly; 24 **CFR § 146**
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern);
7. Violence Against Women Act of 1994 (VAWA) (as amended in 2000, 2005, 2013, 2016, and by the Violence Against Women Act of 2022).
8. An applicant or Program participant of DHA's Housing Choice Voucher program may not be denied

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admission to, denied assistance under, or terminated from participation on the basis or as a direct result of the fact that the applicant or Program Participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or program participant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR part 5, subpart Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity;

9. Affirmatively Furthering Fair Housing requirements; and
10. Housing Opportunities Through Modernization Act (HOTMA).

When more than one civil rights law applies to a situation, the laws will be read and applied together. DHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of program participants, applicants, or staff that may subsequently be enacted so long as such laws or ordinances do not conflict with Federal laws.

C. Equitable Treatment

DHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher program;
2. Provide housing that is different from that provided to others[1];
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission;
6. Steer an applicant or program participant toward or away from a particular area based any of these factors;
7. Deny anyone access to the same level of services;
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
9. Discriminate in the provision of residential real estate transactions;
10. Discriminate against someone because they are related to or associated with a member of a protected class; or
11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

D. Providing Information to Families and Owners

1. DHA will ensure that families and owners are fully aware of all applicable civil rights laws and regulations. As part of the briefing process, DHA will provide information to applicant families about civil rights

[1] Except when needed to provide person with disabilities special services to achieve equal access to programs.

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requirements and the opportunity to rent in a broad range of neighborhoods. 24 CFR §982.301

2. The Housing Assistance Payment (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, or disability in connection with the contract.

E. Discrimination Complaints

1. If an applicant or program participant believes that any family member has been discriminated against by DHA or an owner, the family should advise DHA.
2. HUD requires DHA to make every reasonable attempt to determine whether the applicant's or program participant's assertions have merit and take any warranted corrective action.
3. In addition, DHA will provide information to applicants and program participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the City of Dallas' Fair Housing Office, the Texas Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service.
4. All applicable fair housing information and discrimination complaint forms will be made available to applicants and program participants, including form HUD-903 or form HUD-903A.

F. Reasonable Accommodations for People with Disabilities

1. DHA, as a public agency that provides affordable rental housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and program participants if they or any family member have a disability and the requested accommodation has a nexus to the disability subject to number 5(a) and 5(b) below. 24 CFR §8.4
2. DHA will not seek verification of an individual's disability or that the requested accommodation would serve an individual's disability-related need if the disability or accommodation's connection to the disability is obvious, readily apparent or otherwise known. However, if the disability or accommodation's connection to the disability is not obvious, readily apparent, or otherwise known, DHA will verify that the person is disabled or that the accommodation sought would serve an individual's disability related need through a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability. Approved reasonable accommodations will not require annual or periodic re-verification if the disability is permanent.
3. In circumstances where there is a delay in the implementation of an approved reasonable accommodation, notice shall be provided to the tenant explaining the precise basis for delay, an estimated timeframe for implementation of the request, and providing the tenant with an opportunity to appeal to the Disability Rights Coordinator in cases of emergency or to contest a delay through the grievance process. In such circumstances, the Disability Rights Coordinator will have the authority to require the implementation of any approved reasonable accommodation request.
4. DHA shall seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability related need.

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5. Reasonable accommodation requests may consist of a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to:
   a. Use and enjoy a dwelling, including public and common use areas of a development;
   b. Participate in, or benefit from, a program (housing or non-housing), service, or activity;
6. To avoid discrimination against an individual with a disability, such an accommodation must be granted unless it would:24 CFR §8.21(b) and 24 CFR §8.24(a)(2)
   a. Causes an undue financial and administrative burden; or
   b. Represents a fundamental alteration in the nature of DHA's program.
7. Subject to the undue burdens and fundamental alterations tests, DHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all, at no charge to the individual requesting the reasonable accommodation
8. To permit people with disabilities to take full advantage of the DHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, DHA shall comply with all requirements and prohibitions in applicable law.
9. Specific actions are described in DHA's Reasonable Accommodation Procedure (357-1.1). 24 CFR §8.4
10. Facilities and programs used by applicants and program participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by program participants with a full range of disabilities. 24 CFR §8.21
11. Documents and procedures used by applicants and program participants will be accessible for those with vision, hearing or other sensory impairments. DHA documents will be written to enable applicants and program participants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that the DHA provides effective communication for persons with disabilities is described in *DHA's Reasonable Accommodation Procedure* and *DHA's Effective Communication Procedure*.
12. Individuals will not be asked or required to provide or to pay for their own interpreters or other Auxiliary Aids;
13. DHA shall provide appropriate Auxiliary Aids, where necessary, to afford an individual with a disability an equal opportunity to participate in, and benefit from, DHA's programs, services and activities.
14. DHA shall provide for individuals who are blind, have low vision, or have cognitive disabilities to receive forms, notices, and other information in alternative formats, as reasonably requested, including requests to receive in a requested alternate format all print materials distributed, posted, or made available to applicants and program participants.
15. DHA shall make individuals aware of the availability of Auxiliary Aids to support successful completion of the program participant's annual recertification process, if requested as a need by the individual.

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16. DHA shall inform requestors about their right to access DHA's grievance procedures for the Reasonable Accommodation process.

    a. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be capable of meeting essential obligations of tenancy. An individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity. *Essential eligibility requirements* include stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the recipient. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be *qualified* for occupancy in a project where such supportive services are provided by the recipient as part of the assisted program. The person may not be *qualified* for a project lacking such services.24 CFR 8.3

17. If an applicant or program participant receives a referral to an agency or individual who can assist the applicant or program participant with complying with the essential obligations of tenancy, the applicant or program participant is not obligated to accept the service, but if refusing service results in a lease violation(s), the landlord may terminate the lease and DHA may terminate assistance. 24 CFR §8.2

18. An applicant or program participant who has a disability and needs or wants a reasonable accommodation may request it at any time during the application process or at any time during their participation, including after a recommendation for termination has been submitted. If at any point an applicant or program participant needs assistance in completing DHA required documents, DHA staff will assist in this process. 24 CFR §8.20

19. DHA is not permitted to inquire about the nature of a program participant's or applicant's disability, however, if the individual desires to discuss the matter with DHA, it is the individual's right to do so.

G. Denial or Termination of Assistance

DHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation. 24 CFR §982.552 (2)(iv)

1. When applicants, including applicants with disabilities, are denied assistance, the notice of denial must inform them of DHA's informal review process and their right to request an informal review. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. The process for requesting an informal review is outlined in this document.

2. When a 's family's assistance is terminated, the notice of termination must inform them of DHA's informal hearing process and their right to request a hearing and reasonable accommodation before the effective termination date.

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3. When reviewing reasonable accommodation requests submitted before termination of assistance, DHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to DHA's decision to deny or terminate assistance. If a reasonable accommodation will meet the requirements, DHA must make the accommodation. DHA cannot undertake actions that violate HUD regulations. This would, by definition, cause a fundamental alteration in the nature of DHA's program.

H. Providing Information in Languages Other Than English for Persons with Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. The DHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency.
4. DHA's Procedure on Communication with Persons with Limited English Proficiency describes the specific methods DHA will use to accomplish this policy.
   a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and program participants shall be available in any language spoken by the lower of 1,000 eligible families or five percent of the eligible population of Dallas. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
   b. Applicants and program participants with low English comprehension may furnish an interpreter to assist in communication with DHA. When an applicant or program participant needs interpretation services and a staff member of DHA speaks the language needed, the staff member will provide translation services.
   c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, DHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
   d. DHA will provide written translations of other vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

Section III. General Administrative Provisions of Program Operation

A. Quality Control and Analysis of Data

1. Under the Section 8 Management Assessment Program (SEMAP), HUD requires the DHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance (24 CFR §985). DHA shall routinely exceed the number and percentage of quality control monitoring actions required by HUD by reviewing every staff member's work to regularly check for completeness, accuracy, and compliance with

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both HUD's program regulations and guidance and this Administrative Plan.

2. DHA operates its housing assistance program with efficiency and uses resources in a manner that reflect commitment to quality and service. DHA's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators and any other such indicators as HUD's regulations are amended.
   a. Selection from the Waiting List
   b. Rent Reasonableness
   c. Determination of Adjusted Income
   d. Utility Allowance Schedule
   e. HQS Quality Control Inspections
   f. HQS Enforcement
   g. Expanding Housing Opportunities (See Walker Case information in Addendum 8)
   h. FMR/Exception Rent & Payment Standards
   i. Annual Re-certifications
   j. Correct Tenant Rent Calculations
   k. Pre-Contract HQS Inspections
   l. Annual HQS Inspections
   m. Lease-up
   n. Family Self-Sufficiency Enrollment and Escrow
   o. Deconcentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, DHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor DHA's operational procedures and practices objectively and accurately. In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher Program actions.

3. DHA will use the results reported in any Independent Public Accountant (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of DHA's error detection and abuse prevention efforts. In addition, DHA will use this information to design and target training designed to prevent future errors.

4. DHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for DHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

5. DHA will investigate inconsistent information related to the family that is identified through file reviews and

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the verification process.

B. Privacy Rights of Clients

1. **DHA** is strongly committed to protecting the privacy of clients interacting with the agency to the greatest extent practical. There are numerous federal privacy laws, regulations, notices, and other requirements that the Housing Authority is subject to and must follow. Details about these requirements are set forth in PIH Notice 2015-06 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

2. After January 1, 2024 all adult members of applicant and program participant families are required to sign the Federal Privacy Act Statement, HUD Form 9886-A once. Additionally, when children in program participant families turn 18, if any adult members are added to the household, and/or as required by HUD or DHA, the form 9886-A must be signed. Requests for information from other government agencies must be accompanied by a written Release of Information Request signed by the applicable party in order for DHA to release any information involving an applicant or program participant, unless disclosure is authorized under Federal or State law. DHA may release information requested by court subpoena.

3. Client information.

   a. The home addresses of HCV program participants is considered personally identifiable information and as it is confidential information, it shall not be shared with the general public.

   b. To the extent permitted by law and regulation, owner information is confidential.

4. DHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the Verification Procedure (610-1.2). All applicant and program participant files are treated as confidential and handled in accordance with DHA's Procedure on Maintaining Client Records (106-1.5).

5. Retention of files for past program participants will be in accordance with DHA's Records Retention Procedure (001-3). Files of program participants leaving no balance owed the program will be maintained for three years. Files for past program participants leaving with a balance owed to DHA will be retained indefinitely until the balance is cleared, whether or not the balance has been written off. Litigation voucher participant and applicant files are retained indefinitely regardless of participation status.

C. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher Program (unless designated otherwise) depending on the needs of applicants and program participants:

1. Single family detached homes, duplexes, low-rise, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures;

2. Manufactured homes in which the tenant leases the mobile home and the pad;

3. Manufactured homes in which the tenant owns the mobile home and leases the pad;

4. Independent group residences;

5. Congregate housing; and

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6. Single Room Occupancy (SRO) facilities.

Hotels, motels, nursing homes, college or school dormitories, other types of housing disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program), or by approved reasonable accommodation, are not eligible types of housing in the HCV program.

D. Continuously Assisted Families

1. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.
2. Families being relocated from DHA's public housing program have first priority for vouchers and qualify as continually assisted.
3. Families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 Housing Choice Voucher project-based assistance) are considered continually assisted. All such families are treated in the regulations (at 24 CFR §982.203) as "special (non-waiting list) admissions".
4. When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, conversion to a new use, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

E. Outreach to Eligible Families, Affirmative Marketing

1. DHA reserves the right to open or close the lottery pool based on the supply of available vouchers and applicants and in accordance with its Procedure for Wait List Maintenance and Management (600-1.8). DHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.
2. To reach families from all backgrounds, DHA advertises through a wide variety of sources including: daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and agencies that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. DHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

F. Owner Outreach

1. Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, DHA welcomes the participation of owners of decent, safe, and sanitary housing units.
2. DHA continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. DHA maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in an automated database and made available to all applicants and program participants.

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3. DHA will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, DHA will inquire as to whether the unit is accessible and the extent of the accessibility.
4. DHA may enter into a master lease with a local property owner as a means of assisting program participants to obtain affordable quality housing in healthy, inclusive communities that offer economic, educational and social growth opportunities.
5. DHA encourages program participation by owners of units located outside areas of poverty or minority concentration. DHA periodically evaluates the demographic distribution of assisted families as it relates to HUD and data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside DHA's jurisdiction.
6. DHA's mobility counseling program increases the opportunity and choice among Housing Choice Voucher recipients. Mobility counseling is a process that guides Housing Choice Voucher holders to move from a high-poverty neighborhood into a low-poverty neighborhood. Mobility counseling identifies multiple resources available in the new community that will aid in alleviating some of the transitional difficulties' families might face.
7. DHA provides the following to Housing Choice Voucher holders:
   a. A list of properties/owners who accept Section 8 Housing Choice Vouchers is available on-line at:
      - https://bob.ai; or
      - www.affordablehousing.com .
   b. A description of portability provisions available in the Housing Choice Voucher program.

G. The Family Self Sufficiency Program

1. The Family Self Sufficiency (FSS) program coordinates the delivery of assisted housing with existing supportive services such as medical assistance, education, job counseling, job training, childcare and transportation. For further information, see DHA's FSS Action Plan in Addendum 1.

H. The Homeownership Program

1. Policies related to DHA's Homeownership Program are included in a separate document entitled Homeownership Plan, and incorporated in this Plan as Addendum 10.

I. The Project Based Assistance Program

1. DHA reserves the right to implement and modify as needed a Project Based Assistance program, utilizing up to the HUD-approved number of DHA project based vouchers. For detailed information regarding the Project Based Assistance Voucher Program, please see Addendum 7.
2. The statute and regulations at 24 CFR §983.301(b) provide that the PHA must inspect each contract unit before execution of the HAP contract and that the HAP contract may not be executed until the units fully comply with HQS. For rehabilitated and newly constructed units, §983.156(a)(1) further provides that the PHA must inspect the units to determine if the housing has been completed in accordance with the Agreement to Enter into the HAP Contract (AHAP), including compliance with the HQS and any additional

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requirement imposed by the PHA under the Agreement.

3. DHA has adopted measures consistent with HUD regulations to utilize an independent entity to perform the HUD required functions for PBVs where DHA is the owner of the units.

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Function	Applicable Program Services: Regulatory Basis
Review DHA's PBV selection process.	1: 24 CFR §983.51(e)
Provide DHA a letter stating that the PHA-owned units were appropriately selected based on the selection procedures specified in the DHA's Administrative Plan.	24 CFR §983.51(b)(2)
Establish PBV contract rents (initial rent and re-determined rent).	PBV: 24 CFR §983.59(b)(1) PBV: 24 CFR §983.301(g)
Provide written notice to DHA specifying the amount of re-determined rent.	
Determine rent reasonableness with regard to the initial contract rent and any adjustments to the contract rent.	PBV: 24 CFR §983.303(f)(1) HCV: 24 CFR §982.(b)(1)(iv)(A)(1)
Provide a copy of the rent reasonableness determination to DHA and the HUD field office where the project is located.	PBV: 24 CFR §983.303(f)(2)
Notify DHA and the family of the rent reasonableness determination.	HCV: 24 CFR §982.352(b)(1)(iv)(A)(1)
Assist the family in negotiating the rent with the owner.	PBV: 24 CFR §982.352(b)(1)(iv)(A)(2)
Establish term of initial and any PBV renewal HAP contract as required in 24 CFR §983.205. Inspect units.	PBV: 24 CFR §983.59(b)(2) PBV:24 CFR §983.59(b)(3)

Section IV. Admission Standards

Applicants must meet basic eligibility requirements at the time of selection from the waiting list; otherwise, the applicant shall be determined ineligible and removed from the list. Applicants determined ineligible shall be entitled to an informal review of their file if they request such review as described in this Administrative Plan.

A. Eligibility Criteria

1. Income Eligibility. A family is eligible for assistance under the Housing Choice Voucher Program if, at the time they receive assistance, the family meets one of the standards listed below:

   a. Has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months;

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b. Qualifies as a very low-income family (VLI), including extremely low-income (ELI) under HUD'S approved income limits; or

c. Qualifies as a low-income family (LI), other than very low-income, and is displaced by development activities assisted under Section 17 of the 1937 Housing Act (42 U.S.C.).

2. General Eligibility. DHA shall consider all applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:

a. Family: The applicant must qualify and document their status as a family, elderly family, disabled family, or a single person, as defined herein. Families of more than one person must submit documentation that they comply with DHA's definition of family.

b. Income: The family's annual income must be documented and may not exceed the HUD-determined income limits for the family size.

c. Net Family Assets: Effective 7/1/2025: The applicant may not own net family assets that exceed $100,000 (as adjusted for inflation) per final rule Section 104 of HOTMA

d. Home-ownership: Effective 7/1/2025: The applicant may not own real property 'suitable for occupancy' per final rule Section 105 of HOTMA. A property may be considered 'not suitable for occupancy' if the family demonstrates that it: does not meet the disability-related needs for all members of the family; is not sufficient for the size of the family; is not safe to reside in because the person is a victim of domestic violence, sexual assault or stalking and is in fear of harm if they were to reside in the property; is not safe to reside in because of the physical condition of the property.

e. Student Status: DHA shall provide assistance to independent full-time college students of legal age or emancipated minors under state law that meet the following criteria as stated in PIH Notice 2005-16:

1) Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support;

2) The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to housing choice voucher program and must provide evidence of separate households by supplying the address information that predates the student's application by a minimum of one year;

3) The college student must not be claimed as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return; and

4) The college student must be income eligible.

f. Criteria that may possibly qualify a student for housing include: (24 CFR §5.612)

1) Student is over the age of 24, or

2) Is a veteran of the United States Military service, or

3) Is married, or

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4) Has a dependent child, or

5) Is a person with disabilities receiving Section 8 assistance as of 11/30/2005, or

6) Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance, or

7) Is living with parents who are receiving Section 8 assistance.

3. Submission of evidence of citizenship or eligible immigration status - CFR 5.508

(a) ***General.*** Eligibility for assistance or continued assistance is contingent upon a family's submission to DHA a declaration of citizenship form for each household member. If one or more family members do not have citizenship or eligible immigration status, the family members may exercise the election not to contend to have eligible immigration status as provided in 5.508 and § 5.516 and 5.518 shall apply.

(b) ***Evidence of citizenship or eligible immigration status.*** Each family member, regardless of age, must submit the following evidence to the responsible entity.

(1) For U.S. citizens or U.S. nationals, the evidence consists of a signed declaration of U.S. citizenship or U.S. nationality.

(2) For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on September 30, 1996 or applying for assistance on or after that date, the evidence consists of:

(i) A signed declaration of eligible immigration status; and

(ii) Proof of age document.

(3) For all other noncitizens, the evidence consists of:

(i) A signed declaration of eligible immigration status;

(ii) One of the INS documents referred to in § 5.510; and

(iii) A signed verification consent form.

(c) ***Declaration.***

(1) For each family member who contends that he or she is a U.S. citizen or a noncitizen with eligible immigration status, the family must submit DHA a written declaration, signed under penalty of perjury, by which the family member declares whether he or she is a U.S. citizen or a noncitizen with eligible immigration status.

(i) For each adult, the declaration must be signed by the adult.

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(ii) For each child, the declaration must be signed by an adult residing in the assisted dwelling unit who is responsible for the child.

B. Criminal History Check (Criminal Background Check)

1. DHA shall conduct a criminal background check for every member of the applicant's household age 18 and older, and any individual who is under the age 18 that has been emancipated by state law to act on his/her own behalf. DHA shall screen to ensure that no member of the household has engaged in criminal activity identified in DHA's criminal behavior screening criteria (see table below). DHA shall not approve admission of applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

2. To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's family prior to the date of the admission into the program, as shown by the activity identified in DHA's criminal behavior screening criteria (see table below). DHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's family who will be included on the lease:

   a. Is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past five to seven years. This requirement may be waived if the applicant demonstrates to DHA's satisfaction that they no longer engage in the illegal use of the controlled substance(s). This waiver or five to seven year time period may not be available to individuals engaged in selling, producing or manufacturing illegal substances. Applicants with felonies for selling, producing or manufacturing illegal substances will generally not be approved for admissions, except as provided below.

   b. Has a history of criminal activity involving crimes of violence to persons, with the exception of sex crimes, or property and/or other criminal acts that would adversely affect the health, safety or welfare of other participants or DHA personnel (See the following table for the specific offense and its corresponding look back period).

   c. Has a history of sex crimes and/or sex crimes against a person and felony crimes against children. Applicants with such convictions will generally not be approved for admission, except as provided below.

   d. Has a felony conviction for arson. Applicants with such convictions will generally not be approved for admission, except as provided below.

   e. Has a conviction of homicide or kidnapping. Applicants with such convictions will generally not be approved for admission, except as provided below.

   f. Has a history of incarceration, parole, or probation for drug-related crimes, violent crimes, or crimes that threaten the health, safety, and/or general well-being of the community in the past five years. (see the following table for the specific offense and its corresponding look back period).

   g. Has a conviction of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that DHA permanently bar any individual with such a conviction.

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h. Is subject to a lifetime registration requirement under a State sex offender registration program. DHA shall permanently deny admission if any adult member is subject to a lifetime registration requirement under a State sex offender registration program.

i. Has been evicted from federally assisted housing for drug-related or violent criminal activities within four (4) years of the application date. For drug-related evictions, DHA may waive any denial if the applicant successfully completes a rehabilitation program approved by DHA, or the circumstances leading to the eviction no longer exist, except for persons who were evicted for selling, trafficking, producing, or manufacturing illegal substances.

j. Alcohol Abuse: DHA shall deny admission if there is reason to believe that any family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other program participants. This requirement may be waived if the family demonstrates to DHA's satisfaction that he or she no longer abuses or misuses alcohol, and:

k. Has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Texas Commission on Alcohol and Drug Abuse (TCADA) or other State program if applicant is from another State; or

l. Is participating in a supervised alcohol rehabilitation program.

3. Program participants/applicants must not present false or misleading information to DHA. Applicant must not have a history of misrepresenting information relative to eligibility, income, allowances, family composition or rent. Applicant must have no prior history, within the past five years, as a former DHA resident with a history of disturbing neighbors, or destroying DHA property.

For VASH and vulnerable homeless applicants identified by the City of Dallas' Continuum of Care or the Veterans Administration and referred to the Dallas Housing Authority (DHA) for housing, the criminal history screening criteria shall focus solely on two federally mandated exclusions: (1) individuals convicted of manufacturing methamphetamines on the premises of federally assisted housing and (2) individuals required to register as sex offenders. Apart from these exclusions, criminal history will not be a basis for disqualification, provided the applicant demonstrates a willingness and ability to refrain from violent behavior and drug-related criminal activity.

DHA, at its sole discretion, may waive the criminal history screening requirements for applicants attempting to participate in a DHA "special" program targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans and/or persons with disabilities.

DHA has established the following criminal background screening criteria in which the criminal background of applicants, current and prospective participants are evaluated. While this list is extensive, it may not contain all criminal offenses. DHA reserves the right to deny admission or terminate assistance for other offenses that may not appear on this list.

Convictions for:				
Offenses	Felony (Years)	Misdemeanor (Years)	Definitions	Patterns of Misdemeanors

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1) Arson	Any	2	Felony: Offenses relating to the willful or malicious burning or attempting to burn property Misdemeanor: Recklessly, but not intentionally, starting a fire that leads to burning of someone else's property	
2a) Assault and Battery I	5	5	Offenses relating to risk or threat of injury and bodily harm or infliction of actual physical injury and bodily harm	
2b) Assault and Battery II	Any	Any	Offenses relating to assault with intent to commit other crimes or infliction of actual physical injury and bodily harm	
3a) Burglary I	5	5	Offenses relating to the possession of criminal tools or breaking and entering a vehicle and accessory to burglary	
3b) Burglary II	7	7	Offenses relating to breaking and entering of the building of another with an intent to commit a crime	
4) Crimes Against Animals	5	5	Offenses relating to infliction of harm on animals for purposes other than self-defense or survival	
5) Crimes Against Children	Any	5	Offenses relating to neglect or other offenses against children or minors	
6) Cyber Crimes	5	0	Offenses relating to hacking or cyberstalking	
7) Destruction of Property	5	5	Offenses relating to destruction or defacing property	
8) Disturbance of Peace	5	0	Offenses relating to disorderly conduct or disturbance of the peace	2+ within 3 yrs (any type)
9) Domestic Crimes	7	7	Offenses relating to domestic violence or offenses against family/household members	
10a) Drug Offenses III	7	7	Offenses relating to the possession of drugs (except possession of marijuana)	
10b) Drug Offenses IV	Any	Any	Offenses relating to distribution, manufacture, or sale of drugs (except marijuana or methamphetamine)	
10c) Drug Offenses V	Any	Any	Offenses relating to distributing drugs to minors	
10d) Drug Offenses VI	5	2	Offenses relating to prescription drugs	
10e) Drug Offenses VII	Any	Any	Offenses relating to production or manufacture of methamphetamine	
11a) Fraud I	5	0	Offenses relating to identity theft	
11b) Fraud II	5	0	Fraud offenses relating to forgery, checks, credit cards, etc.	
12) Harassment	7	5	Offenses relating to intimidating or putting a person in fear for their safety	

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13a) Homicide I	7	7	Homicide offenses relating to operation of motor vehicle	
13b) Homicide II	7	7	Negligent or involuntary manslaughter	
13c) Homicide III	10	N/A	Manslaughter offenses not involving malice aforethought	
13d) Homicide IV	Any		Homicide offenses involving malice aforethought	
13e) Capital Murder	Any		Offenses relating to murder with special circumstances, such as murdering a peace officer or murder in the course of committing or attempting to commit kidnapping, burglary, robbery, aggravated sexual assault, arson, obstruction or retaliation, or terroristic threat.	
14a) Kidnapping I	Any	7	Offenses relating to unlawful imprisonment	
14b) Kidnapping II	Any	Any	Offenses relating to kidnapping or abduction	
15) Organized Crime	10	10	Offenses relating to organized crime	
16) OUI, OVI, DWI	5	5	Offenses relating to driving under the influence of alcohol or drugs	
17) Purposely Obstructs the Law	5	1	Offenses relating to interfering with operations of the court or police	
18) Robbery	10	10	Offenses relating to theft by use of force or violence	
19) Sex Crimes - Other	7	2	Offenses relating to prostitution, pornography, lascivious conduct, etc.	
20) Sex Crimes Against a Person	Any	Any	Offenses relating to sexual abuse of adults	
21) Sex Crimes Against a Child	Any	Any	Offenses relating to sexual abuse of children or minors	
22) Theft/Larceny	7	3	Offenses relating to knowingly obtaining control over another's property with intent to deprive owner of their property	
23) Trespassing	3	1	Offenses relating to entering another person's property without permission and with illegal intent	
24a) Weapons Related I	5	5	Offenses relating to possession or use of firearms	
24b) Weapons Related II	Any	Any	Offenses relating to terrorism and weapons of mass destruction	

DHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated. Therefore, if DHA proposes to deny admission to an applicant, the applicant will be notified in writing of the reason(s) of the determination. This notice will inform the applicant of the

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opportunity to contest the determination by submitting a written request for an informal review within fourteen calendar days of the date the notice is postmarked or digitally transmitted.

If the proposed denial is based on criminal activity, a copy of the criminal record will be provided in accordance with Section V.G1f. This notice will also explain that the applicant may submit mitigating circumstances related to negative information upon which DHA's proposed decision is based, which could include evidence of rehabilitation.

DHA may reverse any proposed denial after consideration of mitigating circumstances and admit the applicant (except for those denials which are regulatorily required). To be considered, mitigating circumstances must be verifiable.

A relevant mitigating circumstance which would permit DHA to amend its proposed denial for any of the above listed crimes (except regulatorily mandated exclusion categories, i.e. crimes resulting in person being subject to lifetime sex offender registry and convictions for manufacture or production of methamphetamine on premises of federally assisted housing) may include evidence of probation or parole for such crimes if the following criteria apply:

1) An applicant is currently on probation or parole for an offense, and the applicant can provide documentation from their probation or parole officer that all conditions of probation or parole are being met satisfactorily with no violations.

2) An applicant has completed probation or parole for an offense, and the applicant can provide documentation from their probation or parole officer that all conditions of probation or parole have been met satisfactorily with no violations.

C. Debts Owed to DHA or Another PHA

1. Applicants to the Section 8 Housing Choice Voucher Program must be free of any debts to DHA or another housing agency before being admitted to the program.

2. Families participating in DHA rental assistance programs may not be indebted to DHA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. However, **DHA, at its sole discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to DHA or if the debt is owed to any other PHA, DHA, at its sole discretion, may admit an applicant if a repayment agreement is executed by the other PHA and the applicant, provided that a copy of the agreement is submitted to DHA. 24 CFR 982.552**

D. Public Housing and former program participants

1. Applicants moving from DHA public housing developments shall be screened using the same procedures as applicants from the waiting list.

2. The record of former Section 8 Housing Choice Voucher participants will be researched for possible program violations.

3. The following program violations are grounds for denial of admission:

   a. While participating in the Section 8 Housing Choice Voucher Program, and within the last five (5) years, the family violated any family obligation, as set forth in 24 CFR §982.551**,** as amended. An exception

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may be granted if the family member who violated the family obligation is not a current member of the household, and to families who were removed from the program for an expired voucher and zero HAP for over 180 days.

b. Families entering the Section 8 Housing Choice Voucher Program from DHA's low rent public housing programs must be in good standing under the terms of the DHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.

c. Families assessed a debt to DHA prior to Section 8 Housing Choice Voucher HAP being executed on their behalf will be required to pay the PHA debt in full. Families unable to repay a debt in full should refer to DHA's Program Integrity and Ethics Procedure.

d. No family member may have been evicted from public housing for non-payment of rent during the past 60 months.

e. No family member may have engaged in or threatened abusive or violent behavior toward DHA personnel during the past 60 months.

Section V. Admitting Applicants to the Voucher Program

A. When Applications are Accepted

1. DHA has resumed accepting preliminary applications for the HCV program via open enrollment effective January 21, 2020. From this date forward and until further notice, DHA will maintain a continuously open waiting list. The waiting list is covered in detail in DHA's Waiting List Procedure (600-1.8).
2. Applications for the Housing Choice Voucher Program are accepted electronically, through DHA's Rent Cafe portal. The application or preliminary application constitutes the basic record of applicants applying for admission; therefore, DHA shall only accept complete applications. The application, together with all other materials relating to the applicants' eligibility, shall be placed in the applicants' file.
3. Applicants who need assistance in completing their applications or who need an alternative method of communication because of a disability will be provided with such assistance or alternative communication method upon request.

B. How the Waiting List is Organized

1. During Open Enrollment DHA initially received thousands of applications per day. DHA utilizing its housing management software, will order its list of applicants by random assignment (lottery) for the HCV waiting list. Applicants placed on the HCV waiting list using a lottery system will be randomly assigned a number and the application will be placed on the HCV Waiting List in order of the assigned number and according to DHA Local Preference(s) in DHA's Wait List Procedure (600-1.8), unless specified otherwise in the open enrollment public announcement.
2. After Open Enrollment, DHA will add applicants to its waiting list as preliminary applications are received.
3. The initial application is a preliminary application which constitutes the basic record of applicants applying for admission; therefore, applicants must supply complete and true information. The application and all other materials relating to the applicant's eligibility will be placed and retained in the applicant's file. At a minimum, the HCV Waiting List will include the following information:

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a. The applicants' name, address, and phone number;

b. The name, relationship to head of household, gender, and age of family members who will reside in the assisted unit;

c. The number of bedrooms for which the family initially qualifies in accordance with DHA occupancy standards;

d. Estimated annual household income (not verified until eligibility determination);

e. The date of lottery;

f. Qualification for any local preferences, if applicable; and

g. Racial and ethnic designation of the head of household.

4. Applicants that are selected by lottery and placed on the waiting list shall be informed in writing via email. Applicants that are not selected by lottery will remain on the waiting list; however, their application will remain in DHA's database for up to 18 months and may be selected in the future.

5. Applications in DHA's HCV program database will remain active for up to 18 months, at which time the expired application is removed from the database. Applicants whose applications are removed will be notified via email that their application is expired and that they may reapply at any time. Such applicants are not entitled to an Informal Hearing or Informal Review.

6. Project-based voucher properties that were developed using Low Income Housing Tax Credits will have separate waiting lists, maintained jointly by DHA and the property owner at the property. DHA's Project Based Voucher (PBV) Program is covered in detail in Addendum

7. Continuously assisted persons being relocated from public housing properties shall have first preference for admission to PBV properties. Individuals on the HCV waiting lists will have an opportunity to apply for admission to PBV properties. While individuals/families may apply for any project-based lists that are open, when they accept an offer at any such property, their applications, if any, will be withdrawn from other DHA-maintained PBV waiting lists.

C. The Walker Settlement Voucher Waiting List

1. As a result of litigation and court order, DHA is subject to the Amended Agreed Final Judgement and the Settlement Voucher Implementation Plan 2019 for administering the Walker Settlement Voucher Program. Participation in the Walker Settlement Voucher Program is limited to class members. Such eligibility shall be determined by the race of the head of household. DHA will select eligible applicants in accordance with selection criteria in this policy and in DHA's Wait List Procedure (600-1.8).

2. DHA may use the Special Admissions Walker Settlement Voucher Waiting List and may limit the number of families placed on the list. Applicants that are selected will be informed in writing of their selection and placement on the Special Admissions Waiting List.

3. So long as available funding permits issuance of Walker Settlement Vouchers in accordance with the Agreed SVIP 2019 and the January 24, 2020[2], agreement between DHA and plaintiff's counsel, DHA will

[2] Both documents are included in Addendum 8 to this policy.

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offer and issue Walker Settlement Vouchers to Class Members who meet the HUD HCV program eligibility criteria in accordance with the priorities set forth below. For additional information on this program, refer to Addendum 8 to this policy.

a. First priority for regular HCV participant families with children living in R/ECAP areas, with a focus on children under the age of thirteen;

b. Second priority will be to regular HCV participant families currently residing in a R/ECAP area;

c. Third priority will be to applicants selected from DHA's WSV waiting list with consideration of whether those families are residing in a R/ECAP area; and

d. Fourth priority will be to all other applicants on DHA's WSV waiting list.

D. Selection from the Waiting List

1. Preferences may be established to order the selection of applicants from the waiting list. So long as available funding permits issuance of turnover vouchers, DHA reserves the right to select applicants from its waiting list based on a percentage share of preference and non-preference admissions and set the percentage of any local preference as it deems necessary and appropriate.

2. Preferences may be granted to applicants who are otherwise qualified and who are verified to meet the established local preferences described below. Applicants that do not meet any admissions preferences will be considered non-preference applicants. Within each group, applicants will be processed in lottery number order. The local preferences outlined here may be offered to applicants who applied to the HCV Wait list (including special purpose voucher) after January 1, 2020. Details on when and how these preferences may be applied are included in DHA's Wait List Procedure (600-1.8).

See next page

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Working families 24 CFR §982.207 (b)(2) DHA may adopt a preference for admission of working families (families where the head, spouse, or sole member is employed). However, an applicant shall be given the benefit of the working family preference if the head and/or spouse, or sole member is age 62 or older, or is a person with disabilities.
Student education Persons who are enrolled in and are active students in a vocational education or trade school and or persons who are enrolled in and active students in a college or university.
Homeless 24 CFR §982.207 (b)(5) DHA may adopt a preference for admission of homeless persons. DHA may offer this preference to applicants that have been referred by DHA's community Coordinated Access System (CAS).
Natural disaster, government action, or DHA action DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.
Congregate housing DHA may adopt a preference for individuals who need and qualify for congregate housing in an assisted living facility. DHA may offer this preference only to congregate housing assisted living facilities that have been reviewed and approved by DHA. DHA reserves the right to admit individuals who qualify for this preference based on units made available for this targeted population, so long that funding is available.
VAWA DHA may adopt a preference for persons who are victims of documented domestic violence, in accordance with VAWA.
Aging out of foster care DHA may adopt a preference for individuals graduating from or aging out of the foster care program. DHA may give preference to individuals from programs administered by the Texas Department of Protective and Regulatory Services or families completing their tenure in transitional housing under a continuum of care.
Limited Preference for Families with Children (Mobility Demonstration Vouchers)

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DHA may adopt a preference for families with at least one child aged 13 and under (at the time of application) that live in census tracts with a family poverty rate of 30 percent or higher.[3]

3. Applicants applying for or qualifying for a specific category of HUD special use vouchers (e.g. Mobility Demonstration, VASH, Family Unification Program, Non-Elderly Disabled, Emergency Housing Voucher (EHV), or Mainstream) may be selected ahead of higher placed applicants on the HCV waiting list that do not qualify for the targeting funding. HUD provides specific funding for the HUD special use vouchers and DHA maintains a separate waiting list for each of the HUD special use vouchers.
4. The final determination of eligibility is made when the applicants are selected from the HCV waiting list, and the applicant's income and family composition are verified.
5. Documentation to determine eligibility includes: CFR 5.216
    a. All adult members of applicant families are required to sign HUD's Form 9886-A Authorization to Release Information Privacy Act Notice.
    b. Disclosure and verification of Social Security numbers for those family members who contend to be eligible citizens, including all household members, live-in aides and foster children,
        i. The complete and accurate SSN assigned to the assistance applicant and to each member of the assistance applicant's household; and
        ii. A valid SSN card issued by the SSA; or
        iii. An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual; or
        iv. Such other evidence of the SSN as HUD may prescribe in administrative instructions such as: Driver's license with SSN; Identification card issued by a medical insurance provider, or by an employer or trade union; Earnings statements on payroll stubs; Bank statement ; Form 1099; Benefit award letter; Retirement benefit letter; Life insurance policy; Court records
    c. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States) and have not been assigned an SSN. These individuals in most instances would not be eligible for a SSN.
        i. A family that consists of a single household member (including a pregnant individual) who does not have eligible U.S. citizenship or eligible immigration status is not eligible for housing assistance and cannot be housed.
        ii. A family that consists of two or more household members and at least one household member that has eligible U.S. citizenship or eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR §5.520. The PHA may not deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.
        iii. Note: Financial assistance may only be provided to individuals with eligible immigration status in accordance with 42 USC §1436a, which is generally evidenced by the individual providing

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his/her Green Card (Form I-551 – U.S. Permanent Residence Card) or other documentation approved by the Department of Homeland Security for noncitizens with refugee or asylee status.

d. 24 CFR §5.216 disclosure required of program participants:

   i. Each program participant, except those age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010, must submit the information described in paragraph (e)(1)(ii) of this section, if the program participant has:
   ii. Not previously disclosed a SSN;
   iii. Previously disclosed a SSN that HUD or the SSA determined was invalid; or
   iv. Been issued a new SSN.

e. Each program participant subject to the disclosure requirements under this section must submit the following information to the processing entity at the next interim or regularly scheduled reexamination or recertification of family composition or income, or other reexamination or recertification for the program involved:
   i. The complete and accurate SSN assigned to the program participant and to each member of the program participant's household; and
   ii. The documentation referred to in this section to verify each such SSN.

f. Subsequent disclosure. Once a program participant has disclosed and the processing entity has verified each SSN, the following rules apply:

g. Addition of new household member who is at least 6 years of age or under the age of 6 and has an assigned SSN. When the program participant requests to add a new household member who is at least 6 years of age, or is under the age of 6 and has an assigned SSN, the program participant must provide the following to the processing entity at the time of the request, or at the time of processing the interim reexamination or recertification of family composition that includes the new member(s):

h. The complete and accurate SSN assigned to each new member; and

i. The documentation referred to in paragraph (g)(1) of this section to verify the SSN for each new member.

j. Addition of new household member who is under the age of 6 and has no assigned SSN.

k. When a program participant requests to add a new household member who is under the age of 6 and has not been assigned a SSN, the program participant shall be required to provide the complete and accurate SSN assigned to each new child and the documentation referred to in paragraph (g)(1) of this section to verify the SSN for each new child within 90 calendar days of the child being added to the household.

l. The processing entity shall grant an extension of one additional 90-day period if the processing entity, in its discretion, determines that the program participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the program participant. During the period that the processing entity is awaiting documentation of a SSN, the processing entity shall include the child as part of the assisted household and the child shall be entitled to all the benefits of being a household member. If, upon expiration of the provided time period, the program participant fails to produce a SSN, the processing entity shall follow the provisions of § 5.218.

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m. Individuals who claim the preference as currently or formerly homeless must be certified as meeting the HUD definition of homeless by the Bridge (an emergency shelter for the homeless in Dallas).

n. Families who claim preferences for domestic violence, individuals aging out of foster care, families who are currently or formerly homeless, and congregate housing must be certified as qualified by a DHA-approved referral agency.

E. Continuously Assisted Families / "Special Admissions"

1. Certain families are issued vouchers or project-based voucher units, outside the context of the waiting list. These families:

   a. are being relocated from DHA's public housing properties or Low Income Housing Tax Credit properties in which DHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or change in use, or who are being relocated pursuant to agreements already in place between DHA and the tax credit property ownership entity; or because a unit that is the right size for their family is unavailable; or

   b. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 Housing Choice Voucher assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled, or reduce the number of units; or

   c. are receiving assistance in a Section 8 Housing Choice Voucher SRO program and the owner of the program fails inspections, intends to opt out, not renew, or reduce the program size.

2. A family qualifies for one of these vouchers when they receive notice that they will have to move for one of the reasons cited above.

3. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.

4. Generally, DHA will receive replacement housing vouchers to assist these families, but if the process of obtaining these vouchers is delayed, the families will be issued vouchers to prevent their becoming homeless.

F. Income Targeting Requirement

1. In accordance with income targeting requirements established by HUD, 75% of each year's new admissions from the waiting list to the Section 8 Housing Choice Voucher Program will have incomes at or below 30% of the area median income (extremely low-income applicants). These applicants will be selected before other eligible applicants on an as needed basis, to ensure the income targeting requirement is met.

2. It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low income families. An exception may be made for applicants that are currently assisted within the Housing Voucher Program, wishing to be admitted to another special program.

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3. Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures, or owner opt outs, etc.

G. Determination of Ineligibility and Informal Review

1. DHA shall notify all applicants found ineligible for assistance that they have been denied assistance. Applicants shall be notified in writing of (1) the reason(s) for the determination, (2) the applicant's right to request an informal review and (3) the process to request an informal review within fourteen days of the notice. All notices will be sent via USPS and email.. The applicant will be entitled to review all documentation relied upon by DHA for the decision to deny, and provided the opportunity to dispute the accuracy and relevance of that documentation.

   a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information for an informal review of the denial determination. An informal review does not involve a hearing – it is a review of the material in the applicant's file to ensure that a correct decision (based upon the material submitted by the applicant) about the applicant's status has been made.

   b. The request for an informal review must be made in writing within 10 calendar days from the date of the written denial of assistance. An applicant that fails to request the informal review within 10 calendar days will be ineligible for a review and the denial shall stand. The informal review shall be scheduled within 30 calendar days of the applicant's request.

   c. The informal review shall be conducted by any person or persons designated by DHA other than the person who made or approved the decision to deny. Any additional information presented by the applicant for consideration, either orally or written, will become part of the informal review.

   d. The outcome of the informal review shall be recorded in the applicant's file. If it is determined that the applicant is eligible, the family's name will be placed on the Section 8 Housing Choice Voucher Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The Hearing Officer will notify the applicant of the outcome, in writing, within 14 calendar days after the applicant's review.

   e. If DHA decides that the denial of assistance was proper, the denial will be final. DHA will notify the applicant of the denial within 14 calendar days of the review. The notification will include a statement of the reasons for the final decision, and will be sent to the applicant via USPS and email.

   f. If DHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before DHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)]. DHA must give the head of household and the subject of the report an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with program requirements [24 CFR 982.553(d)].

2. The person or persons designated by DHA will review matters presented by applicants who have been issued vouchers when no HAP has yet been paid on their behalf.

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3. DHA, at its discretion, may not grant an informal review for matters related to:
   a. DHA's discretionary administrative determinations or to consider general policy issues or class grievances;
   b. DHA's determination of family's unit size under DHA subsidy standards;
   c. DHA's determination not to approve leasing a unit under the Section 8 Housing Choice Voucher Program, or approve a proposed lease;
   d. DHA's determinations that a unit selected by the applicant does not comply with HQS;
   e. DHA's determination that a unit selected by the applicant is not in accordance with HQS because of the size of the family;
   f. DHA's determination not to approve an extension or a suspension of a family's voucher term past the maximum time allowed under DHA policy;
   g. DHA's determination of rent reasonableness;
   h. DHA's schedule of utility allowances;
4. DHA is not bound by any decision that is in conflict with HUD regulations or DHA policy. The President and CEO or his/her designee, may review all decisions to ensure compliance with HUD regulations and DHA policy.
5. If DHA determines that it is not bound by a review decision, DHA shall promptly notify the program participant of the determination, and the reasons for the determination.
6. Considering circumstances:
   a. In deciding whether to deny assistance to an applicant because of action or inaction by members of the family, the DHA may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial of assistance on other family members who were not involved in the action or failure.
   b. The DHA may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. DHA may permit the other members of a participant family to receive assistance.
   c. If the DHA seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that DHA provides notice to the family of the Housing Authority determination to deny assistance. In determining whether to deny assistance for these reasons DHA will consider evidence of whether the household member:
      i. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
      ii. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
      iii. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

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

i. The applicant family may request that DHA provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

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

H. Briefing and Issuance of Vouchers Overview

1. HUD regulations require DHA to conduct mandatory briefings for applicant/applicants who qualify for a voucher. The briefing provides a broad description of owner and family responsibilities, explains DHA's procedures, and includes instructions on how to lease a unit via bob ai. Section I, Notification of Briefing, describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family's obligations under the program.

I. Notification of Briefing

1. Prior to issuance of a voucher, DHA must give the family a virtual ~~oral~~ briefing and provide the family with an electronic briefing packet containing written information about the program. Families will be given the option to receive the briefing packet in electronic format or hard copy. Families may be briefed in individual face-to-face meetings, via remote briefing sessions, or via electronic documentation. DHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure that the briefing site is accessible to individuals with disabilities.

~~2.~~ Applicants/program participants will receive written notice via email, including instructions on how to access briefing videos. If no email address is provided, a written notice will be sent via US Postal Service to the address on file.

3. The emailed notice or notice sent by US postal mail will identify who is required to view the briefing video via bob ai. If the mailed notice is returned by the post office with no forwarding address, and an email address was not provided, the applicant will be denied admission and their name removed from the waiting list.

4. Applicants who fail to complete a scheduled briefing within the allotted 14 calendar days will receive a 2nd briefing notice. Applicants who fail to attend two scheduled briefings, without DHA approval, will be denied assistance and removed from the waitlist.

5. The head of household is required to attend the briefing. If individual assistance is still needed, the head of household will be referred to an appropriate staff person to render assistance. If additional assistance is needed due to a disability or required language assistance, staff will coordinate services to ensure information is communicated appropriately to meet the needs of the applicant. Briefings will be conducted in English. For Limited English Proficient (LEP) applicants, DHA will provide interpretation services in accordance with DHAs LEP plan.

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6. Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances.
7. DHA may hold a combined briefing and voucher issuance for a DHA initiated move or other circumstance as warranted.
8. In addition to the HUD-required information provided during the briefings, DHA strongly encourages Section 8 Housing Choice Voucher families to seek housing in non-poverty areas by providing to families:
    a. Information or access to the addresses of units available to Section 8 Housing Choice Voucher families, as well as the landlords' names and telephone numbers; via bob ai
    b. Information on individual units available for lease;
    c. Information on neighborhood amenities, including information on crime, schools, day cares, health care and public transportation; and
    d. Counseling to families on program matters, and in instances of alleged program discrimination.

J. Promoting Housing Opportunities

1. DHA seeks to increase the participation of landlords with units located outside of areas with a high concentration of poverty. DHA refers to these areas as eligible census tracts, which are defined in the Walker SVIP 2019 as a census tract that is not a minority neighborhood[4] where the percentage of persons of a particular racial or ethnic minority[5] is at least 20 points higher than that minority's percentage in the City of Dallas housing market as a whole. In addition, an eligible census tract must have a poverty rate at or below the average poverty rate for the City of Dallas.[6]
2. To accomplish this goal, DHA conducts outreach to landlords with properties in eligible census tracts and encourages them to accept voucher holders. The local media, professional real estate organizations, Apartment Listing Network, and the Cole Indices are used as resources to increase the interest of private landlords within DHA jurisdiction.
3. As part of this outreach effort, DHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the Section 8 Housing Choice Voucher Program. DHA provides landlords with information regarding HUD regulations, Section 8 Housing Choice Voucher Program guidelines, fair housing, Housing Quality Standards, and other landlord-related issues. In addition, DHA conducts landlord workshops, corporate briefings, property visits, and initiates telephone contact with landlords owning housing units in low-poverty areas.

K. The Term of Vouchers

1. Vouchers expire 90 days from the date of issuance. DHA may extend the voucher term so long as the regional rental market is tight. When rental markets are loose, DHA may only extend the voucher term as

[4] As that term is used by HUD.
[5] As based on the most recent decennial census.
[6] As based on the most recent decennial census or the most recent American Community Survey data.

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a reasonable accommodation to persons with disabilities or when leasing opportunities are limited by market conditions.

2. Class members participating in the Walker Settlement Voucher Program and actively searching for housing in eligible census tracts will be given 120 days to find suitable housing.
3. Applicants/program participants in the Veterans Assisted Supportive Housing (VASH) and actively searching for housing will be given 120 days to find suitable housing.
4. Applicants/program participants in the Emergency Housing Voucher (EHV) program and actively searching for housing will be given 120 days to find suitable housing.
5. Applicants/program participants in the Mainstream (MY5) program and actively searching for housing will be given 120 days to find suitable housing.
6. Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the voucher. The family may submit only one RFTA at a time. Once the documents are accepted, DHA shall suspend (i.e. toll) the term of the family's voucher. Should the family be required to resume their search for housing (e.g. because the unit selected fails inspection or the property owner does not agree to a reasonable rent), the family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.
7. The voucher shall be withdrawn if the family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the family from completing a new application for the HCV Waiting List, when the waiting list is open.

L. Portability and Moves

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the Portability Procedure (500-1.8)**.** Eligible families are permitted to port to or from another jurisdiction that runs an HCV program, subject to the following policy:

1. Outgoing Vouchers

a. Families whose head and spouse lived somewhere other than Dallas on the date of application must lease within DHA's jurisdiction for 12 months before becoming eligible for portability.

b. Families whose head and spouse lived in Dallas on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, do not owe money to any Housing Authority and are moving to a location where their housing assistance payment is affordable under DHA's budget authority, if the receiving PHA cannot absorb their voucher.

a. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.

c. Participant families are not required to meet the income eligibility requirements in the area the family plans to move. Families must notify DHA in writing when they want to move out of DHA's jurisdiction using the portability feature.

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2. Incoming Vouchers:

   DHA may absorb some or all incoming portable vouchers when it has funding available. Otherwise, when DHA reaches full utilization (or when there are questions about the availability of HUD HAP payments), DHA will not absorb incoming portable Vouchers but will bill the sending PHA for the family's costs under the program.

M. Relocation of Witnesses and Victims of Crime

DHA may provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. DHA will accept written referrals from HUD for such cases. The determination to cooperate shall be made by an officer of DHA. All persons entering the DHA HCV program must meet HUD Housing Choice Voucher eligibility requirements before admission to the program.

Section VI. Request for Tenancy Approval, Inspection, and Leasing

A. Request for Tenancy Approval

1. After the family is issued a voucher, the family must locate an eligible unit with an owner or landlord willing to participate in the voucher program. When a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request that DHA approve the assisted tenancy in the selected unit by submitting an RFTA package to DHA.
2. The RFTA package includes the following items.
   a. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
      1) The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, proposed rent and the requested beginning date of the lease, necessary for the DHA to determine whether to approve the assisted tenancy in this unit.
      2) Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
      3) Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household and the owner is not living in the unit.
   b. All new landlords may be required to provide the following documentation:
      1) Tax identification letter issued by the IRS or social security card.
      2) Direct deposit agreement with voided check.
      3) Current government issued photo ID.
      4) IRS W-9 form with original signature.
      5) Copy of warranty deed, or other approved deed or proof of control of the unit.
      6) Copy of management agreement (for property management companies).

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c. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A. The initial lease term must be for at least one year, with the exception of EHV and VASH

d. For units constructed prior to 1978, owners must either

1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or

2) attach a lead-based paint disclosure statement.

3. The RFTA package must be submitted no later than the expiration date stated on the voucher. HCV Guidebook p.8-15

4. When the family submits the RFTA, DHA will review the RFTA for completeness and consistency with the terms of the proposed lease.

a. If the terms of the RFTA are not consistent with the terms of the proposed lease, DHA will notify the family and the owner of the discrepancies

b. We frequently discover information on the submitted RFTA is missing and or is inconsistent when compared to information on the lease. Corrections to the RFTA and or changes to the terms and conditions of the proposed lease must be submitted to DHA through bob.ai or LLServices@dhantx.com. DHA will not accept missing information or changes to the RFTA or the proposed lease by phone.

c. Because of the time sensitive nature of the approval process, DHA will attempt to communicate with the owner and family by phone. DHA will use email and/or mail when the parties can't be reached by phone.

4. RFTA Limitation

The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is canceled/voided.

B. Housing Quality Standards and Inspections

1. Prior to execution of the HAP contract, DHA is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards (HQS) or any subsequently adopted standard (e.g., NSPIRE).

2. HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR §982.401 or any subsequently adopted HUD issuance. Additionally, DHA exercised flexibilities to add acceptability criteria variations to HQS, which meet or exceed HUD's performance requirements. Based on HUD's approval of DHA's request, dated December 17, 2019, to add the City of Dallas Housing Code to the existing inspection acceptability criteria, DHA has adopted the Dallas Housing Code in addition to HQS as its inspection standards.

3. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet HQS as long as the family continues to receive housing assistance in the assisted unit. HQS takes precedence over local housing codes and other codes.

4. The family must allow DHA and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.

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5. Modifications to Provide Accessibility

   a. Under the Fair Housing Act of 1988 an owner is not permitted to refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit at the family's expense.

   b. Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR §35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

   c. When the applicant moves from the unit the owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.

   d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest-bearing escrow account over a reasonable period of time.

   e. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. 24 CFR §100.203; Notice 2003-31

6. Family Responsibilities 24 CFR §982.404

   The family is responsible for breach of the HQS that is caused by the following:

   a. Utilities that are required to be paid by the tenant are not in service;

   b. Appliances that are required to be provided by the tenant are absent or not working.

   c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" are defined as items which could not be charged against the tenant's security deposit under state law or court practice.

7. Owner Responsibilities

   a. The owner is responsible for all HQS violations not listed as a family responsibility above; however, if the family's actions constitute serious or repeated lease violations the owner may take legal action to evict the family.

   b. DHA does not enforce the lease agreement between the family and the owner through the enforcement of HQS; however, a family's living habits may cause damage to the unit and result in HQS violations that are the owner's responsibility to repair. Owners are responsible for all lease enforcement activities and any legal actions taken as a result of serious and/or repeated violations of the lease agreement. Lease violations and eviction paperwork must be submitted to DHA at the time of occurrence.

   c. DHA shall review all communications sent from owners related to lease violations and/or evictions and take appropriate action based upon the type of violations. This may include termination of assistance for the family that has violated the lease agreement.

   d. Owners who fail to provide DHA with documentation throughout the family's occupancy, risk the possibility that a family may be relocated even if serious lease violations have occurred.

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e. Failure to provide DHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the family.

8. Special Requirements for Children with Elevated Blood-lead Levels 24 CFR §35.1225

a. A risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1,1978 and occupied by a child on the lease under the age of six.
b. The risk assessment must be completed in accordance with program requirements and the results of the risk assessment will immediately be provided to the family and the owner of dwelling.
c. Within 30 days after receiving the risk assessment report from DHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-base hazards in accordance with the lead base paint regulations 24 CFR §§35.1325 and 35.1330.
d. All deteriorated paint found in the above referenced units, must be corrected in order to pass HQS. The requirement for passed inspections is triggered by the amount of the deteriorated paint observed known as the Below De Minimus or at or Above De Minimus rule. DHA must determine which set of requirements the owner is instructed to follow to correct deteriorated paint and describe the deficiency on the HQS Inspection Report.
e. An executed copy of the Owner's certification showing lead based paint clearance is required to pass any LBP violation listed as at or above De Minimus.
f. If the owner does not complete the "hazard reduction" as required by the re-inspection, the dwelling unit is in violation of HQS and will result in abatement of HAP payment to the owner.
g. If the DHA is notified by a public health department or other medical health care provider, or verifies information from a source other than public health department or medical health provider, that a child of less than 6 years of age living in an HCV assisted built prior to January 1, 1978 has been identified as having an environmental intervention blood lead level, the DHA will complete a risk assessment of the dwelling unit.
h. If the public health department has already completed an evaluation of the unit, this information will be provided to the owner.
i. At least quarterly, DHA shall attempt to collect from public health department(s) within DHA's area of operation the names and/or addresses of children under 6 year of age with an identified environmental intervention blood lead level. DHA shall match this information for families receiving HCV assistance. If a match occurs, DHA will notify the owner and conduct a risk assessment inspection.

9. Violation of HQS Space Standards 24 CFR §982.403

If a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the DHA will issue the family a new voucher at the earlier of the family's next annual reexamination or the expiration of the family's lease, and the family must try to find a large enough unit as soon as possible.

C. The Inspection Process

1. Before approving a lease, DHA shall inspect the dwelling unit for compliance with HQS. All inspections of units shall be conducted within 7 to 10 calendar days of the date the unit will be ready for inspection, as documented on the RFTA packet.
2. DHA uses an electronic inspection system to conduct HQS inspections. Copies of the failed inspection report shall be mailed or emailed to the landlord and family. A report for every inspection shall be prepared

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and maintained in the family's file in the voucher program. Each report shall specify the defects or deficiencies, if any, which must be corrected by the landlord before the HAP contract will be executed.

3. If at the time of the initial inspection, DHA determines that violations exist, DHA shall notify the landlord in writing and/or electronically, and require the defects be corrected. A copy of this notification shall be retained in the family's file. If DHA determines, as a result of the re-inspection that the landlord has satisfactorily corrected all defects or deficiencies, DHA shall execute the Housing Assistance Payment Contract. If the landlord fails to make the required repairs within the time frame provided by DHA, the inspection and the RFTA shall be cancelled. The family will then be issued new paperwork to search for alternate housing, provided there is time left on the voucher to search for housing.
4. Annual inspections of the unit are conducted within 365 days of the initial or annual inspection. If the unit passes the inspection, DHA shall continue HAP payments to the landlord.
5. Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

   Hazards that pose an immediate threat to the health and safety of the family must be corrected within 24 hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:

   a. Broken locks (window, doors, or any point of entry),
   b. Broken window or door frames,
   c. Major plumbing leaks or flooding, such as waterlogged ceiling or floor in imminent danger of falling,
   d. Natural gas or fuel oil leaks,
   e. Any electrical problem or condition that could result in shock or fire,
   f. Condition that presents the imminent possibility of injury,
   g. Obstacles that prevent safe entrance to or exit from the unit,
   h. Absence of a functioning toilet in the unit,
   i. Inoperable smoke detector,
   j. Inoperable carbon monoxide detector
   k. No gas in unit when the unit has gas appliances or fixtures,
   l. No running water in unit,
   m. No electrical power in unit,
   n. Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting
   o. Other interior hazards, such as a missing, damaged, discharged, or expired fire-extinguisher.

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p. Deteriorated paint, as defined by 24 CFR 35.110, in a unit built before 1978 that is to be occupied by a family with a child under 6 years of age.

q. Any other condition subsequently identified by HUD as life threatening in a notice published in the Federal Register.

r. From October 1st – March 31st, absence of a working heating system capable of maintaining a room temperature of at least 15 degrees warmer than the outside temperature, but in no event lower than 68 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner).

s. From April 1st – September 30th, non-working air conditioning or when the cooling system cannot maintain appropriate temperature of at least 15 degrees cooler than the outside temperature, but in no event higher than 85 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),

- The unit lacks hot water; or
- Referrals to/from the City of Dallas.

6. If a family is issued a voucher to move because the HQS inspection revealed the unit is in a condition that poses a threat to the health and safety of the family, DHA may notify the appropriate city for code enforcement. The city will be given the property address and landlord's name. If the unit is located in the City of Dallas, DHA may notify the City of Dallas Code Compliance Office.

7. From time to time, the City Attorney's Office or the City's Code Compliance Office may identify dwelling units in violation of the City's Housing Code, where the resident and landlord are participants in DHA's Housing Voucher Program. In such cases, DHA will issue notice to the landlord giving an opportunity to cure the violation. DHA or the City of Dallas Code Compliance will re-inspect. Failure on the part of the landlord to cure the violation within the allotted timeframe will result in abatement of the HAP payment and may also result in termination of the housing voucher or reissuance of a voucher to enable the resident to relocate to other suitable housing. As stated in this policy, DHA's HQS criteria have been amended to include the City of Dallas Housing Code; therefore, a violation of the City of Dallas Housing Code is also a violation of DHA's standards for units in the Housing Voucher program and subject enforcement by DHA.

D. Complaint Inspections

1. DHA shall respond to all families reporting violations of Housing Quality Standards in their units. Requests for complaint inspections are made to the Landlord Services division. Families may call Customer Service or submit a written request. DHA will also respond to calls made by the general public reporting violations of HQS. If the nature of the violation threatens the health and safety of the family, an immediate HQS inspection will be conducted.

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2. Once the complaint is received, DHA shall notify the family and landlord of the complaint and give the landlord and/or family a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, DHA shall perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.
3. Hazards that pose no threat to the health and safety of families must be corrected within thirty (30) days. If the nature of the violation threatens the health and safety of the family, an immediate HQS Inspection will be conducted.
4. Re-inspection Process: DHA shall schedule a re-inspection by providing written or email notice to the landlord with a copy to the family, advising him or her of the date and time of the re-inspection. Routine re-inspection appointments shall occur no later than twenty-one (21) days after the unit fails inspection. A nine day grace period will be granted to the family or landlord to request a final Inspection. Failure to have all non-emergency repairs made within 30 days will result in terminating program assistance if the family is responsible for making the correction, and/or cancelling the HAP contract and relocating the family if the landlord is responsible for making the correction.

   DHA will bear the cost of the first inspection of any of the types of inspections listed above and one additional, follow-up inspection. If subsequent inspections are needed before the unit passes HQS, DHA will charge the owner its actual costs for inspections beyond the first two inspections. This policy is designed to encourage owners to make timely improvements.

E. DHA-Owned Units

DHA shall obtain the services of an outside contractor to inspect for HQS at all properties in which DHA or an affiliate owns and/or has an owner interest. The outside contractor shall inspect no more than 25% of these DHA owned units and will communicate the results of the inspection to DHA and the family. The remaining 75% of inspections will be conducted by DHA Housing Inspectors.

F. Abatement of Housing Assistance Payment

DHA shall abate HAP to landlords for units that fail HQS when the landlord fails to make acceptable corrections within the required time frame.

For repeated and or egregious violations DHA may act to ban the landlord from participating in the DHA Section 8 Housing Choice Voucher program.

For instances where the dwelling unit failed HQS solely due to Tenant caused violations, DHA may waive the owner's responsibility to remedy the tenant caused HQS violation. The Housing Assistance Payments to the owner may not be withheld or abated if the owner responsibility for curing the tenant caused HQS violations has been waived. DHA must promptly act to terminate rental housing assistance to the tenant in compliance with appropriate notice and due process.

1. Mandatory Relocation of Family

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a. Once it is determined to abate the unit, the landlord shall be notified in writing of DHA's intent to abate the unit and move the family. DHA shall cancel the HAP contract when the family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.
b. If DHA initiates action to abate the unit, the family must move from the unit. If the family decides not to move, DHA shall terminate the assistance to the family in accordance with the HAP Contract.

2. HQS Violations Caused by the Family

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the HQS caused by the family is not the responsibility of the landlord. DHA will terminate assistance to the family if the family fails to correct a HQS breach caused by the family member or by a guest.

The following actions constitute a family breach of the HQS:

a. Tenant paid utilities that are not in service;
b. Failure to provide and maintain any appliances that are to be provided by the family;
c. Vermin infestation in the unit caused by the family's housekeeping; or
d. Damage to the unit beyond normal wear and tear. "Normal wear and tear" are defined as items which could not be charged against the family's security deposit under state law.

3. Owner Responsibility

The owner is responsible for all other HQS violations not listed in the family breach of HQS section listed above, even if the violation is a result of the family's living habits. If the family's living habits constitute serious and/or repeated violations of the lease agreement, it is the owner's responsibility to enforce the lease with appropriate legal action up to and including eviction of the family from the property. (See family violation section listed above.)

The owner may choose to make repairs that result from a family's violation of the lease agreement and bill the family for the repair.

G. Screening and Security Deposit Requirements

1. DHA encourages landlords to screen all potential residents. Landlords need not accept families that have a poor rental history, a history of allowing persons not listed on the lease to live in the unit, a history of damaging units, or a history of vacating units without giving proper notice. DHA shall not provide reimbursement to landlords in cases when there are damages caused by the Section 8 Housing Choice Voucher family or their guests or when the Section 8 Housing Choice Voucher family vacates the unit without giving proper notice or does not pay the family's portion of rent owed under the lease.
2. Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. DHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted program participants.
3. If requested, DHA will provide the landlord with the family's current address, as shown in DHA's records, and the name and address, if known, of the family's current and previous landlord.

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H. HAP Execution Policies

Preparation of the lease and HAP contract will be handled in accordance with the following:

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted program participants in the same property.
3. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. DHA will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to the lease agreement. If the lease does not match the RFTA and the HAP contract with regard to the effective date of HAP Contract, the utility composition and the party responsible to pay utilities, the list of the members of the household (Household Composition) and the amount of contract rent, DHA will notify the owner about the nature of the discrepancies and advise how these discrepancies must be corrected, and give a specific date in which they are to be corrected and submitted to DHA. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided.

I. Non-housing Agreements

1. Owners and program participants may execute agreements for services (e.g. parking, furniture, late charges, pets, pet deposits[7], community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by DHA. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to DHA. Any additional service that is not optional cannot incur an additional charge. If the service is not optional it must be part of the reasonable rent for the unit.
2. Any appliance, service, or other item(s) that is routinely provided to non-subsidized program participants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance, or other item.
3. DHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. Separate agreements for altered or additional security deposit, altered or additional rent amounts and/or fees, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized program participants on the premises are not acceptable.

J. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives (i.e., sister, brother, mother, father, spouse, son,

[7] Note that an assistance animal verified to be needed by a person with a disability is not a pet and a pet deposit may not be charged.

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daughter, etc.) as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the ADA-504 Coordinator. Families seeking an exception must submit a request for reasonable accommodation. In no case will an exception be granted to permit someone to lease a unit from a family member when that family member owns and lives in the unit, since this is forbidden by statute and regulation.

K. Rent Reasonableness Determination

DHA shall monitor the rents within its jurisdiction and disapprove a lease for a rent that is not reasonable, based on the rents charged for comparable rental units in the immediate area. DHA shall exercise this authority for all Section 8 Housing Choice Voucher tenant-based program participants.

1. Factors to Consider When Determining Rent Reasonableness

   HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparable units when the units are not identical to the HCV-assisted unit.

   a. Location and age of the unit;

   b. Unit size, including the number of rooms and square footage of rooms;

   c. The type of unit, including construction type (e.g., single family, duplex, garden, low-rise, high-rise);

   d. The quality of the units including the quality of the original construction, maintenance and improvements made;

   e. Amenities, services, and utilities included in the rent;

   f. Availability of public transportation at or near the unit; and

   g. Proximity to quality schools and employment opportunities.

2. Units that Must Not be Used as a Comparable

   Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted through any of the following programs:

   a. Section 8 Housing Project-Based Voucher;

   b. Housing Choice Voucher

   c. Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects;

   d. HOME or Community Development Block Grant (CDBG);

   e. Units subsidized through federal, state, or local tax credits or tax incentives; and

   f. Units subsidized by the Department of Agriculture rural housing programs.

3. Rents Charged for Other Units on the Premises

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a. The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

b. By accepting payment from DHA each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises.

c. If asked to do so, the owner must give DHA information regarding rents charged for other units on the premises in accordance with the voucher program regulation at 24 CFR §982.507, which requires DHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units in the open market.

4. DHA's Rent Reasonableness Approach

a. DHA utilizes a rent reasonableness system and database that compares similar units and includes and considers all of HUD's rent comparability factors. DHA shall use 3 comparable units for each rent reasonableness determination. A hedonic pricing methodology adjusts the rental value of the comparable units, based on features that may differ between the comparable units and the subject unit. For example, when a comparable unit has a significant feature that the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit should be adjusted downward, as if the comparable unit also did not have this feature. The amount of the adjustment is equal to the value of that feature in the market. A hedonic pricing system is a model identifying price factors according to the premise that price is determined both by internal characteristics of the good being sold and external factors affecting it. The most common example of the hedonic pricing method is in the housing market: the price of a property is determined by the characteristics of the house (size, appearance, features, condition) as well as the characteristics of the surrounding neighborhood (accessibility to schools and shopping, level of water and air pollution, value of other homes, etc.) The hedonic pricing model is used to estimate the extent to which each factor affects the price.

b. DHA shall use a database to identify and compare the program subject unit to the most similar private market rental property units within a specific geographic radius, drawing on a data base of non-subsidized comparable and current property listings in compliance with HUD Rent Reasonable requirements.

c. Section 24 CFR §982.507(c) states that the owner must provide DHA information requested on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517, was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable unassisted units in the same complex. The owner supplies this information in Section 12a of the revised RFTA. DHA may use the information provided in Section 12a of the form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

5. How Market Data is Collected

DHA's database utilizes landlord listings to continuously update a database used to determine rent reasonableness. The database allows staff to use a variety of techniques to assure that data is current and

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acceptable. Techniques include but are not limited to: phone verification, Multiple Listing Service updates, and owner provided leases. DHA may collect and enter data on unit information and market rents in the DHA jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

6. How Rents are Determined

   a. The DHA shall use a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as a comparable within the same market area. Interactive maps, with satellite overlays, will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units.

   b. In comparing rents, DHA shall take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

   c. Where comparable units differ from the unit proposed for HCV assistance, DHA shall determine whether those differences impact rent. Where they do, DHA shall adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.

   d. DHA shall notify the owner of the rent approved based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. DHA may consider this information when making rent determinations. The owner must submit any additional information within 3 business days of the DHA notification.

L. Housing Assistance Payment Contracts with Landlords

1. When a complete and correct RFTA package is received, the unit passes the HQS inspection, the rent is determined to be reasonable, and the family's share of the rent will not exceed 40 percent of the family's adjusted monthly income, DHA will execute a Housing Assistance Payment (HAP) Contract with the owner.

2. DHA shall execute HAP contracts for new admission families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord.

3. DHA shall execute HAP contracts for moving families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord. DHA shall terminate all HAP Contracts of relocating families on the last day of the month. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy. If the family remains in the unit beyond the last day of the month and has taken occupancy of the new unit, the family will be responsible for the rent due to the landlord in

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one of the units (DHA will not make HAP payments on two units for the same period of time, with the exception of the initial payment to the new landlord).

4. DHA shall inform the family and the landlord of the approved date of move in for the family and the approved date of HAP contract effective dates. The lease between the landlord and the client must have the same initial and end date as the HAP contract.

M. Monthly HAP Payments

1. HAP disbursements shall be deposited directly into the landlord's bank account by the fifth day of every month. A computerized statement detailing payment activity shall be provided electronically to the landlord by the fifth of each month.
2. All HAP payments made by DHA to the landlord are deemed received by the landlord when the funds are wired by DHA to the landlord's bank. DHA can recover overpayments by deducting from the HAP disbursement.
3. Landlords are required to enroll in the direct deposit program.
4. Late Payments: The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. The HAP contract must be executed within 60 days of move in by the family. If the HAP contract has not been executed within 60 days of move in by the family, DHA will consider the HAP contract void and not make any payment. All other payments will be made by the fifth day of each calendar month. DHA will not pay late fees on unpaid late fees.

   No late fee will be assessed or paid by DHA if the payment is received late due to factors beyond DHA's control or receipt of late payment is due to an adjustment in either the amount of contract rent to the landlord or the HAP to be made by DHA.

   DHA shall pay a late fee of $50.00 for HAP not made (as defined above), due to factors within DHA control. No other late fees will be paid. This payment is made upon request from landlord, provided he/she has a policy and practice of collecting late fees from private market families residing in his/her units.

N. Rent Increases to Owners

Owners may request a rental adjustment once per year. All adjustment requests submitted to DHA must be requested in writing in the format prescribed by DHA. Upon receipt of the owners written request, DHA will:

1. Conduct a rent reasonableness study;
2. Notify the owner of our determination;
3. Provide 30 days written notice to family;
4. Prepare and distribute the Notice of Amendment to the HAP Contract to match the updated lease agreement; which may be different from the original notice from the owner. The effective date will also depend on proper notice to the family if their portion will increase.

   If the proposed rent is not within rent reasonableness guidelines, DHA will attempt to negotiate the rent with the owner. If the owner does not agree to a rent amount within guidelines, the tenant will be issued

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a voucher to move to a program acceptable unit.

DHA reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

O. Family Moves

1. Moratorium on Family Moves

DHA may enact a moratorium on all optional moves by the family. Such a moratorium will be formally adopted by the Board of Commissioners and public notice shall be posted both when the moratorium is adopted and when it ends. When such a moratorium is in effect, moves will still be permitted because of:

a. Relocation directed by DHA;

b. Owner-caused failed HQS so long as the tenant is in compliance with program regulations;

c. Family need for an accessible unit to accommodate a member's disability;

d. Catastrophic disasters;

e. Family member is determined to be endangered from specific criminal activity directed at the family member rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment, and/or other available supporting documentation;

f. Family size exceeds appropriate voucher size by two or more persons;

g. Family is moving to a neighborhood that is not economically impacted.

2. When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period and when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph VI.O.1. Unless otherwise approved by the DHA's Vice President of Voucher Programs or his/her designee, mutual rescissions of a lease between tenant and landlord are not allowed. A program participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

3. Moves within DHA's jurisdiction

Other than the exceptions noted above, families will be eligible to move within DHA's jurisdiction with continued assistance only if:

a. they currently live in DHA's jurisdiction; and

b. they hold a valid Housing Voucher; and

c. they are eligible to move; and

d. they have not violated any family obligations; and

e. they do not owe DHA any money; and

f. their current landlord indicates that they are fully lease compliant; and

g. they are moving at or after the date of their Annual Recertification of Income and family circumstances

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and/or at the end of their lease term if the lease term is not in conjunction with the scheduled Annual Recertification.

4. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to DHA, but not before the voucher has been issued.
5. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
6. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:
   a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
   b. Disability-related need, as documented by a qualified medical practitioner.
   c. Mobility moves, defined as moves from neighborhoods impacted by income to neighborhoods not impacted by income;
   d. Reduction in the family's voucher size that results in the family paying excessive rent.
   e. Upward change in the family's voucher size that allows the family to lease a larger unit.
   f. Voluntary moves after the first 12 months of occupancy.
   g. All other moves.
7. DHA will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe DHA money, the family will be offered a new voucher to search for another unit.
8. At any time, DHA may deny permission to move due to the following if:
   a. The family does not notify DHA and the owner before the family moves out of the unit or terminates the lease.
   b. The family does not allow DHA and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
   c. The family is verified to be responsible for an HQS failure.
   d. The family is verified to have committed any serious or repeated violations of the lease.
   e. The family owes DHA or another PHA money for any reason.
   f. DHA does not have sufficient funding for continued assistance.
   g. The family is verified to have violated any family obligation.
   h. For any other HUD-allowed reason.
9. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.
10. DHA will not issue a voucher to a family who wishes to move due to an eviction action initiated by the

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owner. Both the owner and the family are required to notify DHA whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.

11. If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.

P. Owner Termination of a program participant's Lease: Grounds for Lease Termination

1. The owner may terminate the lease for lease violations at any time.
2. The owner may terminate the lease for any other reason only after the initial period of the lease.
3. When an owner terminates a lease for reasons not related to program participant lease violations, the family's status will be reviewed and, if the family is in full compliance with family obligations, the family will be issued a Housing Voucher.
4. The owner must follow state and local laws and must provide DHA with a copy of the eviction and/or lease termination notice immediately.

Q. Required Notice for Lease Termination

1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move.
2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.
3. Owners must give written notice to DHA of any legal actions and are required to provide DHA with copies of all notices and documents filed with the court action regarding program participant's violation.
4. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies DHA with copies of all pertinent legal documents, the owner is entitled to HAP payment until the family voluntarily moves or is evicted.
5. The owner must use the lease termination and/or eviction proceedings as prescribed in the lease and contract:
   a. The owner can institute court action, using the grounds for eviction cited in the lease; or
   b. The owner can issue proper notice not to renew the Lease Agreement.
6. The owner may not terminate tenancy for DHA's failure to pay the housing assistance payment.

R. Change in Ownership or Property Management Company

1. DHA must receive a written request from the owner in order to make changes regarding who is to receive DHA's HAP payment.

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2. DHA will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e. recorded deed, legal sale documents, etc.

Section VII. Payment and Subsidy Standards

DHA shall determine the family's unit size and family contribution of housing cost in accordance with HUD regulations using the verification hierarchy outlined in HUD's regulations and verification guidance.

A. Payment Standards

1. DHA will establish program payment standards by balancing the competing needs of setting payment standards as low as possible to assist as the highest number of families within available funding, while still setting the standards high enough to ensure that families can find and lease housing in high opportunity neighborhoods. The range of possible payment standards is 90-110% of HUD's fair market rent standard. HUD has established a payment standard equal to 125% of the fair market rent for class members participating in the Walker Settlement Voucher Program utilizing the vouchers in eligible census tracts.
2. DHA will monitor the effect of the payment standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in high opportunity neighborhoods, staff will recommend an increase in the payment standard to the Board of Commissioners.
3. When there is a decrease to the payment standard schedule during the term of a family's HAP contract, DHA exercises its ability to hold harmless and not reduce subsidy. DHA will continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit.[8]
4. The payment standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective as soon as possible after HUD issues FMRs.
5. The President and CEO shall determine the payment standard with the following criteria and/or objectives:
    a. DHA shall consider the amount received from HUD in its Annual Contributions Contract;
    b. DHA shall avoid concentration of Section 8 Housing Choice Voucher families in high poverty areas;
    c. DHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
    d. DHA shall ensure that the majority of families are not paying more than 40% of their income for their housing cost.

[8] Final rule FR-5855-F-03, "Establishing a More Effective Fair Market Rent System; Using Small Area Fair Market Rents in the Housing Choice Voucher Program Instead of the Current 50th Percentile FMRs; Final Rule," effective January 17, 2017, amends the voucher program regulations at 24 CFR §982.505(c)(3) to reflect the change made by HOTMA. Implementation guidance to PHAs was published in Notice PIH 2018-01.

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6. DHA shall analyze its rental market quarterly to ensure these objectives are met. DHA will ensure that the applicable payment standards are distributed to pertinent staff.

B. Family Subsidy Standard at Admission

1. DHA shall exercise prudence in the determination and administration of housing subsidy standards. Maximum subsidy standards for an eligible family is determined based upon the members included on the application. All adult members must appear in person with photo identification.

2. Adult members that are not identified at the time of the application will not be considered as members of the assisted household unless they were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption, or court awarded custody, between the time of application and admission will be added to the household when verification of the birth, adoption, or court awarded custody to a family member listed on the application is provided to DHA.

3. All individuals added to the household are subject to HUD's eligibility and DHA's suitability standards. DHA will approve a one-time addition of adults to a client family even if the addition will increase the voucher size for which the family qualifies, but not if the adults do not pass the criminal history screening.

4. The Vice President of Voucher Programs, or his/her designee, shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within DHA's policy. DHA will provide the head of household with written notification of the determination within 14 calendar days of the family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.

C. Live-in Aides

1. The following principles govern the use of live-in aides.

   a. Live-in aide means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, who: **24 CFR §5.403**

      1) Is determined to be essential to the care and well-being of the persons;

      2) Is not obligated for the support of the persons; and

      3) Would not be living in the unit except to provide the necessary supportive services.

   b. DHA's determination whether or not to permit the addition of a live-in aide to a public housing household shall be based upon verification that:

      1) The person to be assisted by the live-in aide qualifies as an individual with a disability as defined at **24 CFR §8.3**; and

      2) there is a nexus between the individual's disability and the services that a live-in aide might reasonably provide.

   c. DHA shall notify the family of the decision to approve or deny the live-in aide in writing within 14 business days from the date all required documentation is provided.

   d. The family and live-in aide will be required to submit certifications:

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1) That the live-in aide is not obligated to support of the person(s) needing the care, and

2) That the live-in aide would not be living in the unit except to provide the necessary supportive services.

3) Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend, ~~or~~ girlfriend or any other adults) cannot be a live-in aide (since they are living in the unit as a household member).

e. The public housing unit must be the primary place of residence for the live-in aide since is verified to be necessary to provide care on a live-in basis and is expected to live in the unit. A live-in aide may have a job outside the assisted unit if it will not affect the care and services to be provided to the person assisted.

f. Live-in aides are required to assist the head of household to complete their annual recertification responsibilities and DHA must determine annually the eligibility of the household for a live-in aide, unless specified otherwise by the medical practitioner verifying the need for the accommodation as a permanent disability, or unless the permanent nature of the disability-related need is known or obvious.

g. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide is not considered a family member on the lease, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot take over the unit as a "remaining member of a tenant/ family."

h. The Live-in aide must meet DHA's screening criteria which includes a criminal background check. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing authority in connection with any HCV or public housing programs.

i. Live-in aides must provide verification of social security number, date of birth, complete the live-in aide questionnaire, execute documents authorizing DHA to conduct a criminal background check execute the 9887-A allowing DHA to conduct an EIV existing tenant search, and sign a live-in aide agreement prior to occupying the unit.

j. DHA will only approve one additional bedroom for a live-in aide. A live-in aide may have approved family member/s live in the assisted unit. DHA 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 a 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 because there are not enough bedrooms in the unit to accommodate the additional family members of the live-in aide, the live in aide may not be approved.

k. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances.

D. Family Subsidy Standard During Program Participation

1. DHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship

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documents to a family member listed on the lease and voucher. Such additions to the family must be reported within 10 calendar days of occurrence.

2. DHA will permit the addition of adult family members to the family, even if such addition will increase the voucher size for which the family qualifies. Only one such person may be added to any family during their term as a voucher holder.

3. DHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room), DHA will notify the head of household of the need to move and issue the family another Housing Choice Voucher at the termination of the family's lease.

E. Occupancy Standards

1. Voucher size is one factor in determining the family's level of assistance. The size of a voucher will be based upon the family/household composition.

2. In compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (24 CFR §982.401 and 24 CFR §982.402), and in an effort to administer federal funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate size of the voucher.

3. DHA will utilize a maximum occupancy standard of two persons per bedroom or living/sleeping room, pursuant to the HUD guidelines concerning the determination of unit size requirements. DHA will not determine who will share a bedroom/sleeping room.

   a. At least one person must occupy each bedroom.

   b. A maximum of two persons may occupy a bedroom or living/sleeping room.

   c. A one-person family will be issued a one-bedroom voucher.

   d. Two youth per bedroom, unless they are of different gender.

   e. Adults may be assigned separate bedrooms, unless reported as a spouse or domestic partners.

   f. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, or an adult member over age 18 who is a full-time student temporarily away at college, is considered a member of the family.

   g. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family.

   h. Two disabled individuals may be assigned a two bedroom voucher, subject to the review and approval of a request for reasonable accommodation.

   i. DHA will only approve one additional bedroom for a live-in aide. A live-in aide may have approved family member/s live in the assisted unit. On a case by case basis, and subject to unit availability, DHA may approve an additional bedroom as a reasonable accommodation. DHA 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 a unit in accordance with 24 CFR § 982.401(d)(2)(ii). If the approval

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of additional family members of a live-in aide would result in the violation of HQS because there are not enough bedrooms in the unit to accommodate the additional family members of the live-in aide, the live in aide may not be approved

j. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances.

k. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability as a reasonable accommodation. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the program participant with a disability warrants an additional bedroom. For example, a program participant will not be approved for an extra bedroom to house a folding wheelchair.

l. Unless there is a verified reasonable accommodation in place, occupancy standards will follow the table as shown below.

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Housing Choice Voucher Size	Minimum No. of Persons in Household	Maximum No. of Persons in Household
0-BR	1	1
1-BR	1	4
2-BR	2	6
3-BR	3	8
4-BR	4	10
5-BR	6	12
6-BR	8	14

F. Unit Size Selected by Voucher Holder

The family may select a dwelling unit of a different size than that listed on the voucher; however, the affordability may not exceed 40% of adjusted monthly income at initial lease up. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The housing assistance payment (HAP) is based upon the lower of the payment standard for family unit size or the payment standard for the unit size rented by the family. The utility allowance for which the family will qualify will be based upon the lower of the allowance for the unit size approved for the family or the allowance for the unit actually leased.

G. Remaining Family Member

1. Under certain circumstances the original family composition may be altered when the head of household leaves the unit. A remaining family member, as defined by HUD, is an adult family member already in the household at the time the head of household permanently leaves the household.
2. If the head of household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult family member capable of assuming the head of household position, the voucher assistance will pass to that remaining family member, who will then become the head of household.
3. When the head of household leaves the unit because of criminal activity or incarceration, DHA will terminate assistance, not permit another family member to take over the voucher.
4. If there are more than one qualified remaining family members, the family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.
5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or DHA incurred by the previous head.

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6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to DHA in writing within 10 days after the head of household's departure.
7. DHA will not permit adults not formerly members of the household to join the household simply to become the remaining member of a tenant family.
8. An exception will be considered for the benefit of minor children where there is no eligible remaining family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household who is available to move into the unit and assume the role as head of household, DHA may consider the addition of this adult as the head of household. The adult assuming the role as head of household must assume legal custody or kinship care of the minor children. The newly designated head of household must meet DHA's eligibility standards and their income will be used to determine the family's share of housing assistance. For the benefit of the minor children, the newly designated head of household may assume permanent status as head of household if the initial head of household is unable to return to the unit and grants written authorization. In such cases, the initial head of household's claim to Section 8 Housing Choice Voucher Program assistance is lost. The new head of household would assume any outstanding debt incurred by the former head of household.

H. Temporary Absence of Head of Household

If the head of household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the voucher HAP will be provided for a maximum of 90 days. The absent head of household's income will continue to be counted and the family will be responsible for their portion of rent to the landlord for the 90-day period. If the head of household is unable to return to the Housing Choice Voucher Program assisted unit after the 90-day period, DHA will no longer consider the absent family member the head of household and the family may utilize the provisions of Section G above.

I. Family Absences from the Unit

1. The family may be absent from the unit for up to 14 consecutive day periods with owner approval and written notification to DHA. Absences longer than 14 consecutive days require advance approval by the owner and DHA. The family may not be absent from the unit for a period of more than 180 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated and the family is responsible for the full contract rent.
2. Assistance for the entire household will be terminated if the head of household, co-head, spouse or adult child is absent due to incarceration for drug related or violent criminal activity.

J. Separation or Divorce

1. In cases of divorce or separation under a settlement or judicial decree, DHA shall follow a court's ruling in determining which family members continue to receive Section 8 Housing Choice Voucher assistance.
2. In cases where no settlement or judicial decree exists, DHA will:

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a. Grant the voucher to the family member who retains custody of the minor children or who cares for disabled family members; or

b. Grant the voucher to the family members forced to leave a unit as a result of actual or threatened physical violence against family members by a spouse or other family members of the household; or

c. Grant the voucher to the family member that provides housing for the minor children 51% or more of the time in the case of joint custody.

3. DHA will not grant both parents of minor children a voucher, although the parent who is not awarded the voucher may apply, separately whenever the waiting list is open.

K. Determination of Family Share of Housing Cost

1. The family's contribution to the housing cost will be based upon the verified annual and adjusted income as defined in HUD regulations. 24 CFR §5.609

2. The amount of the total tenant payment (TTP) will be calculated based on the highest of:

a. 10% of the monthly unadjusted family income; or

b. 30% of the family's monthly adjusted income; or

c. DHA's minimum rent of $50.00.

3. The actual amount of the family's contribution will be the total tenant payment (TTP) unless the family chooses a unit with a gross rent higher than the payment standard. In this instance, the family's contribution to housing cost will equal TTP plus the amount by which the gross rent exceeds the payment standard.

L. Exemption from Minimum Rent Requirement

1. A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**
2. the family has lost eligibility for or is applying for an eligibility determination for a federal, state, or local assistance program;
3. When the family would be evicted because it is unable to pay the Minimum rent; or
4. A death in the family has occurred: or
5. When a family with health and medical expenses or reasonable attendant care and auxiliary apparatus expenses exceed five percent of the family's income; or

6. A family that was claiming the childcare no longer qualifies because the care is no longer necessary to enable a family member to work or go to school. The family may continue to claim the childcare deduction for 90 days, with 90-day extensions as approved by the owner. The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested, and DHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the

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date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.

M. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased Section 8 Housing Choice Voucher assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves), but is not applied during subsequent years of occupancy in a unit already under lease.

N. Utility Allowance

At least annually, the Housing Authority shall obtain and analyze utility rate data for Utility providers in the local jurisdiction, and will determine whether there has been a Change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

If there has been a change of 10% or more, an appropriate adjustment to the schedule shall be made. No adjustment shall be made for any increase less than $1 per unit month.

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O. Utility Reimbursements

When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the family's total tenant payment, DHA shall issue the family a payment for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement. Utility reimbursements are made using debit cards. If the value of the Utility Reimbursement is less than $15 per month, the debit card will be reloaded quarterly, if more than $15 per month, the debit card will be reloaded monthly.

Section VIII. Determining Income and Rent

A. Annual Income 24 CFR §5.609

DHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS

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regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;
5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. See C.14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits and veterans' benefits.;
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (see paragraph C.3. below concerning treatment of lump-sum additions as family assets);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. See paragraph C.7. below concerning pay for exposure to hostile fire.
10. For Housing Choice Voucher programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 from private sources or from an institution of higher education shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. Financial assistance does not include loans.

B. Non-Cash Contributions to Families

As required by Federal regulations, in determining Annual Income, regular non-cash contributions from persons outside the family are included. This information shall be obtained from the Zero Income Interview Questionnaire, Contribution Form and Personal Declaration and Questionnaire; DHA shall verify the type and value of the non-cash contribution by contacting the source and obtaining an acceptable third-party verification.

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C. Excluded Income 24 CFR §5.609

Annual Income does not include the following:

- Income from the employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the client family, who are unable to live alone);
- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraph 5 above if the payments are or will be periodic in nature);

  (See paragraphs 14 and 15 below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits and veterans' benefits)
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
- The full amount of student financial assistance paid directly to the student or the educational institution to pay tuition;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Certain amounts received that are related to participation in the following programs:
  a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  c. Amounts received by a program participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  d. A resident services stipend. A resident services stipend is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for the DHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
  e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by the DHA;
- Temporary, non-recurring, or sporadic income (including gifts);

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- Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
- Adoption assistance payments in excess of $480 per adopted child;
- The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
  a. State-funded assistance, benefits or services means 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 DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work 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.
  b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the DHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  c. Regardless of how long it takes a client to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 months.
  d. The disallowance of increased income under this section is only applicable to current disabled residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
- Deferred payments of VA disability benefits that are received in a lump sum payment;
- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a 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;
- 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 the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register

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identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 USC 2017 (h)

b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 42 USC 5044 (g), 5088

   Examples of programs under this Act include but are not limited to:

   1) the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
   2) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
   3) Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

c. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)

d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e

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

f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04

g. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 25 USC 1407-08, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and 25 USC 117b, 1407

h. 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 USC 1087 uu

   Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

i. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)

   Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

j. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;

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k. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. 96-420,94 Stat. 1785

l. 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 USC 9858q

m. Earned income tax credit refund payments received on or after January 1, 1991 26 USC 32 (j)

n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;

o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

p. 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;

q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;

r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;

s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and

t. Kinship Guardian assistance payments and other guardianship care payments;

u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;

v. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;

w. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amo9unts;

x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010;

y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case "Elouise Cobell et al v Ken Salazar

D. Anticipating Annual Income 24 CFR §5.609(d)

If it is not feasible to anticipate income for a 12-month period, DHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for program participants receiving unemployment compensation.)

E. Adjusted Income 24 CFR §5.611

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

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1. For All Families

   a. Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by DHA when the expense is incurred to permit education or to seek employment.

   b. Dependent Deduction — An exemption of $480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

   c. Work-related Disability Expenses/Disability Assistance Allowance — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

   d. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, service animals, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

      1) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

      2) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

2. For elderly and disabled families only:

   a. Medical Expense Deduction — A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

      1) Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by DHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

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2) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

3) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

3. Elderly/Disabled Household Exemption — An exemption of $400 per household. See Definitions in Section XIII.

F. Annual Recertification

1. Families are required to provide information on income, assets, deductions, and family composition at least annually, as well as the need for and the eligibility of a live-in aide, unless previously verified as a permanent disability.

2. Eligibility for Continued HCV Assistance

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

   a. Qualify as a family as defined in Section XIII of this policy.[9]
   b. Whose family members each have verified Social Security numbers. 24 CFR § 5.216
   c. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent 24 CFR § 5.5
   d. Do not own net family assets that exceed $100,000 (as adjusted for inflation) per final rule Section 104 of HOTMA, effective as of 7/1/2025 or as defined by HUD.

   e. Do not own real property 'suitable for occupancy' per final rule Section 105 of HOTMA, effective as of 7/1/2025 or as defined by HUD. A property may be considered 'not suitable for occupancy' if the family demonstrates that it: does not meet the disability-related needs for all members of the family; is not sufficient for the size of the family; is not safe to reside in because the person is a victim of domestic violence, sexual assault or stalking and is in fear of harm if they were to reside in the property; is not safe to reside in because of the physical condition of the property.

3. Re-certification dates will change when a family moves.

4. Recertification notifications will be emailed (or otherwise issued) to participating families and/or made available online 90 to 120 days in advance of the scheduled annual re-certification effective date.

5. The head of household will be notified that she/he (and live-in aide if any) is required to recertify online on a specified date, including providing signatures on any third party verification forms needed.

6. It is DHA's preference to conduct Annual Recertifications at its offices and/or online; however,

[9] For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18 if recognized by the PHA's state.

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accommodations may be made pursuant to a request and approval for reasonable accommodation for persons with disabilities.

7. When an in-person recertification is to be performed, all adult household members, and live-in aide, if applicable, must attend the interview and bring the completed packet and all required documentation.
8. If the family fails to bring and/or submit all the required documentation to the interview, the interview will be conducted and the family will be allowed 10 additional days to submit the required data. If the data is not then submitted, the family may be terminated for violation of family obligations.
9. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. disability or work-related reasons, etc.
10. If the family fails to attend two (2) scheduled re-certification appointments or submit online certification without contacting DHA, the family may be terminated for failure to comply with program requirements.
11. Upon completion of the re-certification, DHA will notify the owner and tenant in writing and/or via email of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
12. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given a 30 day notice of the increase in rent. If re-certification was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.
13. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
14. During the annual reexamination process, the DHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR §5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.
15. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
16. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the DHA will process a reexamination in accordance with the policies in this chapter.

G. Interim Changes in Income and Family Composition

1. Voucher clients are required to report all changes in family composition, income, and status to the DHA Leasing Professional within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, voucher clients must report income decreases promptly.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to DHA's Procedure on Verification. 24 CFR §982.
3. DHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	DHA ACTION

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Decrease in income for any reason, except for decrease that lasts less than 30 days or subject to Imputed Welfare Income rules[10].	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR §5.609
Increase in verified family deductions	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR §5.609
Increase in income following DHA granting interim rent decrease.	Process an interim increase.
Increase in earned income from the employment of a current household member.	Process an interim increase.
Increase in unearned income (e.g. COLA adjustment for social security).	Defer increase to the next regular re-examination.
Increase in income because a person with income (from any source) joins the household.	Process an interim increase.
Increase in monetary or non-monetary income after a voucher client claims zero income.	Process an interim increase.
Increase in earned income because a person with a history of seasonal employment (e.g. school worker, construction worker) returns to work.	Process an interim increase.
The resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than what it should be.	Process an interim increase.

If voucher clients experience a decrease in income from public assistance because their grant is reduced or terminated for one of the two following reasons, their rent will not be reduced:

a. Welfare department has reduced the grant because of welfare fraud; or

b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.

   1) If a voucher client challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.

   2) If the welfare department upholds the grant reduction, the voucher client shall owe a retroactive rent on the interim rent reduction granted.

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3) If the welfare department overturns the grant reduction, no retroactive balance is owed.

4. If a family receiving Temporary Assistance to Needy Families (TANF) has their TANF grant reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements, DHA is not permitted to reduce tenant rent.

5. When a family's TANF grant is reduced, DHA will verify the reason for the reduction through the Texas Department of Health and Human Services, and will reduce rent if the reason for the reduction is other than welfare fraud or failure to comply with economic self-sufficiency requirements.

6. Required Interim Redeterminations

   For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled every 120 days.

7. Timing of Interim Rent Adjustments

   a. Interim rent increases will be effective 30 days after the first of the month.

   b. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified.

   c. If a family's rent is increased due to unreported income or overstated deductions, the increase will be computed retroactive to the date when rent should have increased. Interim re-certification will be made effective the first of the following month of which the unreported income was documented and verified.

   d. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the interim re-certification.

   e. No retroactive rent decreases will be granted.

   f. Program participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.

   g. If the reduction is reported within 10 days of the change, the decreased rent will be made effective by the first of the following month.

   h. If the family is responsible for delays in completing an interim re-certification, DHA may terminate assistance.

   i. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.

   j. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

8. Interim Changes in Family Composition

   The family is required to report the following in writing to DHA within ten calendar days of the change:

   a. A family member is added by birth, adoption or court-awarded custody, with or without increased income.

   b. The family wants permission to add a member by any method other than birth, adoption or court-awarded custody.

   c. The family loses a member.

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9. DHA Addresses Changes in Family Composition

   a. DHA will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, and

   b. DHA may permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:

      1) Relationships consistent with DHA's definition of family

      2) Temporary custody of foster children

      3) Other family member additions (e.g. kinship care)

   c. Persons age 18 or older may be approved for addition to the family even if the voucher size for which the family qualifies for will increase. They will be subject to the same criminal history screening used for all applicants upon approval. Only one such person may be added to any family during their term as voucher holders.

   d. Other than children added by birth, adoption or court awarded custody, additional family members must be authorized by DHA in writing and approved by the owner in writing through an amendment to the lease agreement.

   e. Failure on the part of the owner to approve an additional family member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for DHA to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to lease termination and termination of assistance.

   f. An adult family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only if the voucher size for which the family qualifies for will not increase.

   g. Assisted families, whose head, spouse or other family member has become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance.

   h. Alternatively, the family may receive authorization to relocate to an accessible unit, as may be required. As a reasonable accommodation to persons with disabilities, DHA may approve a mutual rescission that will permit a family to move before the end of the lease term.

   i. All requests to remove a household member (e.g. as a result of the member being involved in criminal activity that threatens the entire family with program termination), must be accompanied by substantial supporting documentation that the member to be removed from the assisted household now resides at another address. The member to be removed may appear at DHA in person to remove themselves, or may provide documentation of their move to the HOH. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent at a new address, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location. The HOH will be given 10 days to provide such documentation. In the event that the family member who is being

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removed is uncooperative and refuses to provide such documentation, the HOH must provide a written statement that describes why the member is being removed from the assisted household, and why no other documentation of that move is available. If the HOH fails to respond with either supporting documentation or written statement, then the household will be recommended for termination of housing assistance.

j. If there is a change in family composition resulting in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the time of next annual re-certification and/or move, whichever comes first.

k. Failure of the family to report an over-housed situation may result in a DHA requirement for repayment of excess HAP payments and/or termination from the program.

H. Adjustments to Income.

Adjusted income is the annual income of all household members after making the mandatory deductions listed below as identified in 24 CFR §§5.611 and 5.617.

1. $480 for each dependent;
2. $400 for elderly or disabled families;
3. Un-reimbursed anticipated annual medical expenses of elderly or disabled families that exceed three percent (3%) of annual income;
4. Un-reimbursed disability assistance expenses for care or apparatus for disabled family members that exceed three percent (3%) of annual income and permit an adult family member to work; and
5. Reasonable child care expenses to allow an adult family member to work, actively seek work, or attend school.

I. Verification of Income, Assets and Deductions

DHA shall follow the stricter of HUD's regulations and guidance on the verification of income, assets and asset income, and deductions from income or its own procedures. See Verification Procedure (610-1.2).

Under the HOTMA regulations PHAs are permitted to use verification of Annual Income from other governmental programs. DHA does not choose to exercise this option.

J. Computing Rent 24 CFR §5.628

1. Total Tenant Payment (TTP)
   a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
   b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
   c. The result of this computation, if a positive number, is the Tenant Rent.
   d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement.
2. Total Tenant Payment is the highest of:

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a. 30% of adjusted monthly income; or

b. 10% of monthly income; or

c. Minimum Rent of $50.

3. Tenant rent

a. If the tenant is occupying a unit with a gross rent that is equal to or less than the Payment Standard, Tenant rent will equal the Total Tenant Payment minus the utility allowance

b. In developments with gross rents equal to or less than the Payment Standard where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. 24 CFR §5.634

c. If the tenant is occupying a unit with a gross rent that is greater than the Payment Standard, tenant rent will equal the Total Tenant Payment plus the amount by which the gross rent exceeds the Payment Standard minus the utility allowance.

4. Rent to Landlord

a. Rent to landlord is the greater of:

- The Payment Standard less the landlord's Housing Assistance Payment; or.
- The Gross Rent less the landlord's Housing Assistance Payment

5. Minimum Rent

The Minimum Rent shall be $50 per month.

Section IX. Termination of Assistance

A. Terminations of Families' Assistance Based on Program Regulations

DHA may terminate the assistance of families at the family request or for any violation of program rules and family obligations including but not limited to the following reasons:

1. Families notify DHA that they wish to voluntarily terminate their assistance.
2. Effective as of 7/1/2025 or as defined by HUD; Household's net family assets exceed $100,000
3. Effective as of 7/1/2025 or as defined by HUD: Household owns real property 'suitable for occupancy' per final rule Section 105 of HOTMA
4. No Housing Assistance Payment has been paid on the family's behalf for 180 days (six months).
5. No family member certifies to either citizenship or eligible immigration status and does not elect not to contest his/her eligible status.
6. Any member of the family refuses to sign and submit the HUD and DHA required consent form(s) for obtaining information.

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7. Any family members do not provide their Social Security information and documentation within the time required and specified by DHA.
8. Families move out of their dwelling unit without giving proper written notice to DHA and their landlord.
9. DHA determines the landlord is entitled to payments due to non-payment of rent, damages, or other amounts owed under the landlord's lease by the family, and it is verified that the family has failed to satisfy any such liability.
10. The family has not reimbursed DHA or another PHA for amounts paid to an owner under a HAP contract for any amounts owed by the family under the lease, or if the family breaches an agreement with DHA to pay amounts owed.
11. A family does not report an increase of income or change of family composition as required by this Administrative Plan.
12. The family fails to comply with the requirement to recertify after two notices.
13. Any member of the family has engaged in drug related criminal activity or violent criminal activity as outlined in Section IV B.
14. Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any program participant, or immediate member of a program participant's family who is the victim of the domestic violence, dating violence, or stalking.
15. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
16. Any member of the family has ever been convicted of manufacturing methamphetamine on the premises of federally assisted housing.
17. Any family member engages in illegal use of a controlled substance.
18. Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors.
19. Any household member illegally possesses weapons.
20. Any member of the family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program.
21. Any family member or guest of the family engages in or threatens abusive or violent behavior toward Authority personnel.
22. All members of the family are absent from the unit for more than 14 consecutive days without PHA and landlord approval.
23. A family has their lease terminated by their landlord as a result of serious or repeated lease violations or is evicted for serious or repeated lease violation(s).
24. Any family member enters into a side payment agreement without DHA's authorization.

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25. Any family member or guest causes damage to the unit or surrounding property as verified by a DHA inspection.
26. Any family member or guest engages in violent physical behavior or fights.
27. Any member of the family has violated any family obligation under the Housing Choice Voucher Program as outlined in 24 CFR §982.551, as amended.
28. Any other HUD-allowed reason.

    DHA may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.

29. If DHA proposes to terminate assistance for criminal activity as shown by a criminal record, DHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record. DHA must give the family an opportunity to dispute the accuracy and relevance of that record in accordance with § 982.555.
    a. DHA may not pass along to the tenant the costs of a criminal records check.
    b. The requirements in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply to this section.

B. Terminations during a Funding Shortfall

DHA may act to reduce housing assistance payment expenses due to a federal funding shortfall where DHA would otherwise be required to terminate participating families from the program due to insufficient funds. DHA will outline its plan to implement action to terminate program participants during a funding shortfall in its Standard Operating Procedures.

C. Program participant Termination Notification

In any case where DHA decides to terminate assistance to the family, DHA will give both the family and the owner a 30-day written termination notice which states:

1. Reasons for the termination;
2. Effective date of the termination;
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

D. The Violence Against Women Act

The Violence Against Women and Justice Department Reauthorization Act of 2005 and Reauthorization Act of 2013 (VAWA) protects families who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with 24 CFR §5.2005 and PIH Notices 2006-42 and 2017-02, DHA will not deny assistance under, or terminate assistance from housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking (collectively VAWA crimes) by an affiliated individual.

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VAWA definitions of domestic violence, dating violence, sexual assault, stalking, and affiliated individual are provided below. Detailed VAWA protocol is included in DHA's Procedure for VAWA crimes.

1. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner 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 or intimate partner, 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. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
2. Dating Violence means 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:
        1) the length of the relationship;
        2) the type of relationship; and
        3) the frequency of interaction between the persons involved in the relationship.
3. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
    a. fear for the person's individual safety or the safety of others; or
    b. suffer substantial emotional distress.
4. Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
5. Affiliated individual, with respect to an individual, means:
    a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
    b. Any individual, tenant, or lawful occupant living in the household of that individual.
6. Notification of Occupancy Rights. DHA will notify landlords and Housing Choice Voucher participants of the notification of occupancy rights under VAWA during termination proceedings, landlord and client briefings, during the annual recertification process, and by providing information from DHA staff. Housing Choice Voucher participants requesting protection from termination or eviction for incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking must complete, sign, and submit HUD Form 50066 within 14 business days of notification of the termination or eviction.

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7. Certification.

   DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:

   a. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".

   b. Providing other 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 side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this procedure.

   c. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.

8. Emergency transfer Plan.

   Victims of VAWA crimes *may* qualify for an emergency transfer if they either reasonably believe there is a threat of imminent harm from further violence if they remain in their dwelling unit, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer. Detailed procedures on emergency transfers are covered in DHA's Procedure for VAWA crimes.

E. Terminating DHA HAP payments

1. The HAP contract will be terminated and any overpayments of HAP will be recouped on the last day of the month after a tenant has died and no eligible remaining family members are in the unit and/or on the last day of the month after a tenant has vacated the unit, with or without notice to the landlord.

2. DHA will use public records to verify the date of death.

3. If program participants have abandoned the unit and vacated without written notice to DHA and/or the landlord, DHA will use records such as inspection dates, dates of unit being leased or public utility consumption records to verify last month of occupancy.

Section X. Informal Hearing for program participant

A. Situations in which DHA is required to offer an informal hearing

1. DHA must offer a participant family an opportunity for an informal hearing to consider whether the following PHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and PHA policies:

2. DHA shall offer a participant family an opportunity for an informal hearing in disputes involving the following determinations:

   a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from

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the PHA utility allowance schedule;

c. A determination of the family unit size under DHA subsidy standards and its corresponding payment standard;

d. A determination to terminate assistance for a participant family because of the family's action or failure to act (see § 982.552;)

e. A determination to terminate assistance because the program participant family has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules.

f. (2) In the cases described in paragraphs (a)(1) (iv), (v) and (vi) of this section, the PHA must give the opportunity for an informal hearing before the PHA terminates housing assistance payments for the family under an outstanding HAP contract

3. DHA is not required to provide a program participant family an opportunity for an informal hearing for any of the following:

a. that are discretionary administrative determinations by DHA, or to consider general policy issues or class grievances.

b. establishment of the PHA schedule of utility allowances for families in the program

c. DHA's determination not to approve a unit or tenancy.

d. that a unit does not comply with DHA's Housing Quality Standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease). However, DHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in § 982.551(c).

e. that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.

f. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.

g. not to approve a family's request for an extension of the term of the Voucher issued to an applicant or an assisted family that wants to move to another dwelling unit with continued participation in DHA's Housing Choice Voucher Program.

4. Notice to program participant when DHA is required to provide notice of the right to an informal hearing

a. DHA must notify the family that the family may ask for an explanation of the basis of the PHA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the program participant does not agree with the decision, she/he may request an informal hearing on the decision within the deadline listed on the date of the notice.

b. If the request for an Informal Hearing is not submitted timely, the program participant will have waived his/her right to request an informal hearing.

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c. If an informal hearing request is submitted within the required timeframe, DHA will timely schedule the informal hearing and send written notice to the client.

d. The written notice shall contain the date, time, place and manner where the informal hearing will be conducted.

e. The informal hearing shall occur prior to the date of termination of housing assistance payments unless the tenant has already vacated the unit.

f. If the informal hearing cannot be held before the scheduled date of termination of assistance, assistance will be paid until the hearing has been held and a decision rendered.

5. The Hearing Officer

a. DHA will designate a hearing officer(s) to conduct the informal hearing.

b. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.

6. Rights of the program participant

a. The program participant must appear in person or via conference call, and may be represented by an attorney at his/her own expense.

b. The program participant shall have the right to review and copy (at his/her expense) any relevant information relied upon by DHA.

c. The program participant shall have the right to present both oral and written evidence.

d. The program participant has the right to question any witnesses deposed herein and the right to argue his or her case prior to the hearing officer's decision.

e. The program participant shall have the right to arrange for an interpreter to attend the hearing, at the client's expense. If a program participant has a hearing impairment, speaks Spanish or Vietnamese, DHA will provide an interpreter at DHA's expense.

f. The program participant shall have the right to have the hearing recorded by audiotape at the client's expense subject to the hearing officer's discretion.

g. The program participant shall have the right to seek redress directly through judicial procedures of the court after receipt of the hearing officer's decision.

7. Rights of DHA

a. DHA may be represented by an attorney at the informal hearing.

b. DHA may introduce evidence, both oral and written.

c. DHA shall have the right to question any witness examined in the informal hearing and to make final submissions.

d. DHA shall have the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any family documents directly relevant to the hearing.

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e. DHA must be allowed to copy any such document at DHA's expense.

f. If the family does not make the document available for examination on request of DHA, the family may not rely on the document at the hearing.

8. Conduct of the Informal Hearing

a. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.

b. If the program participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.

c. Program participants may not re-schedule a hearing more than once.

9. The Decision

a. Factual determinations relating to the individual circumstances of the program participant shall be based on the evidence presented at the hearing.

b. The decision shall be in writing and based on the evidence, HUD regulations, Authority policies and rules, and any applicable law.

c. The decision shall briefly state the reasons on which the decision is arrived.

d. A copy of the decision shall be furnished promptly to the program participant, but in most instances no more than 14 business days from the date of the hearing.

10. Situations in which Informal Hearing Decisions are not binding on the DHA

DHA is not bound by a hearing decision on the following matters:

a. A matter for which DHA is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.

b. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law or to DHA's policies and procedures.

If DHA determines that it is not bound by a hearing decision, DHA shall promptly notify the program participant of the determination, and the reasons for the determination.

Section XI. Process for Program Reduction

DHA will adopt measures at the direction of the President and CEO to manage program operations within the guidelines of HUD's regulations and within the funding HUD makes available.

As a last resort, DHA will terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding appropriated under the consolidated Annual Contributions Contract (ACC) is insufficient to support continued assistance for families in the program. 24 CFR §982.454.

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A. Determination to Terminate HAP Contract(s)

1. HAP contracts will not be cancelled until all rents to owners have been reconciled to rent reasonableness;
2. No action will be taken to cancel the HAP contracts of elderly or disabled families.
3. DHA will review the dollar value of contracts that must be terminated in order to operate the program within budgetary limits. DHA will document the determination before any contracts are cancelled on the basis of insufficient funding. The review will include but is not limited to:
   a. an analysis of the amount of rent paid by each family; and
   b. an analysis of the length of time each family has been participating (in succession) on the program with a correlation of the income of each family and the amount of rent paid.

   DHA will utilize a random lottery selection process to determine which families will be terminated from the program.

B. Order of Termination/Withdrawal

DHA will utilize the following order by priority for the termination of housing assistance and withdrawal of housing opportunities in the instance of insufficient funding.

1. Families that have been issued vouchers but have not yet located housing for which a HAP is paid.
2. Families that have been identified pursuant to the direction of the President/CEO as noted in Section XI.A.

C. Resumption of Assistance for Impacted Families

1. DHA will document the names of every family terminated from the Housing Choice Voucher program due to insufficient funding. When funding is available, DHA will offer vouchers to these families before applicants on the Housing Choice Voucher Housing Choice Voucher Waiting List, in accordance with DHA's Shortfall Procedure (500-1.3).
2. DHA will initially resume housing assistance for families with cancelled HAP contracts followed by families with vouchers withdrawn before contracts were initiated. In accordance with Notice PIH 2013-19, if DHA is not assisting the required number of special purpose vouchers when it resumes issuing vouchers, DHA will issue vouchers first to these special purpose voucher categories of families on its waiting list until the PHA is assisting its required number of special purpose vouchers.
3. Families that have been without housing assistance for six (6) months must be screened to ensure their continued eligibility.

Section XII: Special Programs, Features, and Options

A. HUD's Special Programs

DHA operates several Section 8 Housing Choice Voucher Programs under special allocations and regulations from HUD. Applicants are admitted to these programs based on the special criteria of each program. DHA

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may, with HUD authorization, establish separate waiting lists or open the waiting list for these programs. When the waiting list is open for target admissions only, DHA shall only accept applications from qualified Applicants.

Applicants are admitted as a special admission when HUD allocates funding that is targeted for specific types of families. The existing programs are outlined below.

1. U.S. Department of Housing and Urban Development – Veterans Administration Supportive Housing Program (HUD-VASH) Addendum 2

   The HUD-VASH Program assists homeless veterans and their families based on selection by the local Veterans Administration (VA) Office for participation in the HUD-VASH initiative. The program targets homeless veterans who initially agree to work with the VA Office to receive supportive services to assist with becoming self-sufficient. Under the VASH program, restrictions on assistance to persons with certain drug-related and criminal history problems are waived.

2. Emergency Housing Voucher (EHV) Program- Addendum 12

   The Emergency Housing Voucher program is designed to provide rental housing assistance through the U S Department of Housing and Urban Development's (HUD) Housing Choice Voucher program. EHV assistance takes the form of rental housing assistance and services that create affordable housing for the homeless by incenting property owners / landlords to rent units to eligible EHV households and to provide other services including assistance to applicants to complete an application for housing assistance, assistance to obtaining a housing choice voucher, housing search assistance, and financial assistance to cover the cost of apartment application fees, security deposit, utility deposit, and moving costs.

   EHV's are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

   DHA will administer the EHV program in accordance with Notice PIH 2021-15(HA), or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

3. Family Unification Program (FUP) Addendum 3

   Under the Family Unification Program, Applicants are admitted based on referrals from the Child Protective Services Department of the Texas Department of Protective and Regulatory Services (CPS). Families admitted to this program are either in imminent danger of losing their child(ren) to foster care due to the lack of adequate housing, or the lack of housing is the sole reason for continued placement of the child(ren) in foster care. CPS provides supportive services to the participating families. Following admittance into the Section 8 Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

   The statute provides that a FUP youth must be not more than 24 years of age (not yet reached their 25th birthday) to be eligible to be placed under HAP contract.

4. Mainstream Housing for Persons with Disabilities

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Mainstream tenant-based vouchers are available for families that include a non-elderly person(s) with disabilities, defined as a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial HAP contract. So long as available funding permits issuance of turnover vouchers for the Mainstream Voucher Program, DHA will issue Mainstream vouchers to families that include a non-elderly person(s) with disabilities. Mainstream vouchers will be issued to eligible families in accordance with the following priorities:

a. First priority for eligible families who meet the age and disability criteria above, and who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.
b. When there are insufficient families on the wait list who meet the criteria above, DHA may consider issuing Mainstream vouchers to eligible families who meet the age and disability criteria above, but who are not transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.

When a voucher under this program becomes available for reissue (e.g., the family initially selected for the program terminates assistance or is unsuccessful in their search for a unit), DHA shall offer the voucher to the next Applicant with a Disability on DHA's Housing Choice Voucher Waiting List that is eligible to receive assistance under this program, in accordance with the priorities set forth above. The vouchers will be reissued in this manner until the time designated under the announcement through which the allocation was awarded via an Annual Contributions Contract (ACC) expires.

If there is an insufficient pool of disabled families on DHA's Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible persons to apply for this special allocation of vouchers. Outreach shall include contacting independent living centers, advocacy organizations for persons with disabilities, and social service providers for referrals of persons receiving medical and mental health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, program participants follow all Section 8 Housing Choice Voucher rules and regulations.

5. Preservation Program (Addendum 4)

Preservation vouchers are available under this program for eligible families residing in an eligible preservation project as defined by 24 CFR §248.157(c) on the date of the landlord's prepayment or voluntary termination. Families are offered tenant-based assistance under the Section 8 Housing Choice Voucher Program if, as the result of a rent increase no later than one year after the date of the landlord's prepayment or voluntary termination, the family's rent exceeds thirty percent (30%) of their adjusted income.

The following conditions are applicable under this program:

a. Landlord Opt-Outs: Landlords who choose not to renew an expiring Section 8 Housing Choice Voucher or Section 23 project-based contract;

b. Preservation Pre-Payments: Landlords who choose to pre-pay the HUD insured mortgage or voluntarily terminate the mortgage insurance.

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c. HUD Enforcement Actions: HUD terminates the HAP contract or does not offer the landlord the opportunity to renew the expiring HAP contract for failure to comply with the terms of the contract.

d. HUD Property Disposition: HUD becomes the landlord of the property through foreclosure and is either selling or closing the property.

6. Tenant-Based Vouchers for Disabled Individuals with Medicaid Waivers (Addendum 5)

DHA shall provide housing opportunities in assisted living facilities for disabled individuals identified by the Social Security Administration (SSA) as being entitled to a Medicaid waiver of medical expenses. The housing assistance allows these individuals to reside in assisted living facilities rather than being moved to nursing homes or other medical facilities.

7. Fair Share Vouchers for Disabled Families

As part of its fair share allocation, DHA received vouchers for use by disabled families. When a voucher under this housing opportunity becomes available for reissue (e.g., the family initially selected for the program drops out or is unsuccessful in their search for housing), the voucher may be used only for the next eligible disabled family on the Housing Choice Voucher Waiting List. If there is an insufficient pool of disabled families on the Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible disabled families to apply. Outreach may include contacting independent living centers, advocacy organization for persons with disabilities, and medical, mental health and social service providers for referrals of persons with disabilities who would benefit from Housing Choice Voucher assistance. Following admission to the Housing Choice Voucher program, all other program requirements will apply.

8. Money Follows the Person Initiative

Under this program, DHA will offer vouchers to persons with disabilities who are living in nursing or assisted living facilities simply because the housing at the facility is affordable to permit such persons to live independently in privately-owned apartments. The program is functional because such individual's medical needs can be met through provision of in-home health care.

B. DHA's Special Programs

1. Project-Based Program (Addendum 7)

DHA shall allocate up to 20% of its tenant-based Housing Choice Vouchers for special programs under HUD's project-based voucher program. DHA administers vouchers that are provided to families under specified criteria. Families that participate in the Project based Program are eligible to receive a voucher to relocate after one year only if DHA has sufficient funds to cover the cost of the voucher. Families must provide a written request to relocate.

a. Project-Based Vouchers for Persons with Special Needs: DHA will periodically advertise its intent and solicit landlords and social service providers to provide housing opportunities for families with special needs.

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b. Project-Based Vouchers for the Elderly at Roseland Gardens: Program participants in the Project-Based Housing for the Elderly includes families originally displaced from the Roseland Homes development and other one and two person families with all members 55 years of age or older.

c. Project-Based Vouchers Assigned under the Walker Agreed Final Judgment: DHA shall maintain for 15 years at least 119 Project Based Housing Choice Voucher units in Predominantly-White Areas. DHA shall ensure such units are in locations that provide good quality social, recreational, educational, commercial, health care, and municipal facilities and services that are at least equivalent to the social, recreational, educational, commercial, health care, and municipal facilities and services. Each client household of these 119 Housing Choice Voucher Project Based units shall be issued a Section 8 Housing Choice Voucher, if, at any time after the initial lease term, the client household gives DHA written notice requesting the issuance of the voucher and DHA determines it has sufficient funds to cover the cost. DHA shall give each client household written notice of this right at the time of signing the initial lease.

d. Permanent Supportive Housing for Homeless and/or Formerly Incarcerated.

e Replacement of ACC.

2. Walker Settlement Vouchers (Addendum 8)

DHA shall administer up to 3,205 Walker Settlement vouchers pursuant to the Agreed Settlement Voucher Implementation Plan 2019 approved. Administration of these vouchers is described in the Settlement Voucher Implementation Plan approved November 13, 2019.

3. Community for Permanent Supported Housing (Addendum 11)

In accordance with the settlement in Addendum 11, DHA commits to make available five Mainstream vouchers per year, to households referred by CPSH, for the years identified below:

a. 12/15/2019 – 12/14/2020

b. 12/15/2020 – 12/14/2021

c. 12/15/2020 – 12/14/2022

4. Section 8 Homeownership Program (Addendum 10)

DHA shall provide homeownership opportunities for voucher holders. DHA shall allocate up to 10% of vouchers to assist eligible families in attaining homeownership. This program is covered in Addendum Number 10 of this Administrative Plan.

Section XIII. Definitions of Terms Used in This Administrative Plan

Affiliated individual – A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or Any other person living in the household of that individual.

Applicant – an individual or a family that has applied for admission to housing.

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Area of Operation –DHA's jurisdiction for the Voucher program includes all cities located in whole or in part in Dallas County, the City of Plano and City of Red Oak, Texas, as well as Collin, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties

Assets – cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. See the definition of net family assets for assets used to compute annual income. 24 CFR §5.603

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

Bifurcate – to divide a lease as a matter of law such that certain program participants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact. See 24 CFR §5, 5.2003 Subpart L: Protection for Victims of Domestic Violence

Care attendant – a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing or HCV apartment. Care attendants have no rights of tenancy.

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

Congregate Housing Preference – individuals who qualify under the congregate housing preference may be an elderly person or a person with a disability that would reside in an approved congregate housing unit. The purpose of this program is to prevent premature and unnecessary institutionalization of frail elderly, non-elderly disabled, and temporarily disabled persons; provides a variety of innovative approaches for the delivery of meals and nonmedical supportive services while making use of existing service programs; fills gaps in existing service systems; and ensures availability of funding for meals and other programs necessary for independent living. The assisted unit must also meet all requirements under 24CFR §982.609 and payments must be in accordance with 24CFR §§982.607 and 982.608. DHA may approve the admission of this preference through an Approved Referral Agency or if self-certifies and qualifies under this definition.

Co-head of household – one of two persons held responsible and accountable for the family.

Covered Families for Welfare Benefits – 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 participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person – for the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control. 24 CFR §5.A

Dating Violence – for purposes of interpreting the Violence Against Women Act, Violence committed by a person:

1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

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Day Laborer - an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Dependent - A member of the family (which excludes foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student 24 CFR §5.603

Development – the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. 24 CFR §5.603

Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3% of annual income.

Disabled Family – a family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. 24 CFR §5.403

Divestiture Income – imputed income from assets, including business assets, disposed of by applicant or program participant in the last two years at less than fair market value. (See the definition of net family assets 24 CFR §5.603 in this section)

Domestic Violence – for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited 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.

Drug-Related Criminal Activity – the illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. 24 CFR §5.A

Earned Income – means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, SSI, and governmental subsidies for certain benefits) or any cash or in-kind benefits. 24 CFR § 5.100

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

Elderly Family – a family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. 24 CFR §5.403

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

Eligible Immigration Status – for a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of acceptable INS document. 24 CFR §50508

Emancipated Minor – a person under age 18 who does not live or intend to live with his/her parents, and who has been declared "emancipated" by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a DHA lease.

Extremely Low-Income Family – a family whose annual income is equal to or less than 30% of Area Median Income, as published by HUD and adjusted for family size.

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

a. The term family also includes, as defined herein: elderly family, near elderly family, disabled family, displaced person, single person (to include a person who is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; has left foster care, or will leave foster care within 90 days), the remaining member of a tenant family, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. 24 CFR §§ 5 and 960

b. Live-in aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights as "remaining family members".

c. Foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".

d. For purposes of continued occupancy: the term family also includes the remaining member of a program participant family with the capacity to execute a lease.

Foster Adult – A member of the household (but not the family) who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgement decree, or other order of any court of competent jurisdiction.

Foster Child – a member of the household (but not the family) who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree or other order of any court of competent jurisdiction.

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

Guest – for the purposes of program participant selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the program participant or other member of the household who has express or implied authority to so consent on behalf of the program participant. 24CFR §5.A

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

Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Welfare Income – the amount of annual income by which a program participant's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in annual income for determining rent. 24 CFR §5.615(b)

Independent contractor – An individual who qualifies as an independent contractor instead of an employee in accordance with the IRS Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work, and not what will be done and how it will be done.

Individual with Disabilities, Section 504 definition 24 CFR§8.3 – any person who has a physical or mental impairment that:

1. substantially limits one or more major life activities;
2. has a record of such an impairment; or
3. is regarded as having such an impairment.

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability".

For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

Definitional elements:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
3. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
4. "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

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5. "Is regarded as having an impairment" a physical or mental impairment that does not substantially limit one or more major life activities but that is treated as constituting such a limitation; or
6. A physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
7. Has none of the impairments defined in this section but is treated as if having such an impairment.

   Note: A person would be covered under items 5, 6, and 7 if DHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception.

8. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/program participant from being covered.

Kinship care – an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document kinship care, which is usually accomplished through school or medical records.

Non-life-threatening – Any condition that would fail to meet the housing quality standards under 24 CFR 982.401 and do not meet the definition of life-threatening.

Live-in Aide – a person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by DHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services. 24 CFR §5.403

Lower-Income Household – a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD adjusted for family size. 42 USC 1437a(b)

Medical Expense Deduction – for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 10% of annual income. 24 CFR §5.603

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

Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. 24 CFR §5.504

Multifamily housing project - for purposes of Section 504, means a project containing five or more dwelling units. 24 CFR §8.3

National – a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession or birth in a foreign country to parents who are US citizens. 24 CFR §5.504

Near-elderly family – a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. 24 CFR §5.403

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

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

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

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

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

Other Person Under the Voucher Client's Control – for the purposes of program participant selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the program participant or other member of the household who has express or implied authority to so consent on behalf of the program participant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not "under the program participant's control". 24 CFR §5.A

Person with disabilities[11] 42 USC 1437a(b)(3) – a person[12] who:

1. Has a disability as defined in Section 223 of the Social Security Act 42 USC 423 ; or,
2. Has a physical or mental impairment that:
   a. Is expected to be of long continued and indefinite duration;
   b. Substantially impedes his/her ability to live independently; and,
   c. Is of such nature that such disability could be improved by more suitable housing conditions; or,
3. Has a developmental disability as defined in Section 102 (5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

This is the definition that is used for eligibility and granting deductions for rent.

Refusal of Housing – an applicant's choice not to accept a DHA offer of housing without good cause.

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[11] NOTE: this is the program definition. The 504 definition does not supersede this definition for eligibility or admission. 24 CFR §8.4 (c) (2)

[12] A person with disabilities may be a child.

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Rejection for Housing – DHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.

Remaining Family Member – a remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

Qualified Individual with Disabilities, Section 504 – an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the DHA can demonstrate would result in a fundamental alteration in its nature.

Essential eligibility requirements include: …stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the DHA.

For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the DHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. 24 CFR §8.3

Seasonal Worker – an individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

Service Provider – a person or organization qualified and experienced in the provision of supportive services and in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

Single Person – a person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a program participant family.

Spouse – the husband or wife of the head of the household.

Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Tenant Rent – the amount prescribed by DHA, payable monthly by the family as rent to landlord;

Total Tenant Payment (TTP) – calculated using the following formula:

The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Voucher Client pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. 24 CFR §5.6 See definition for Tenant Rent

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

Utilities – water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. 24 CFR §965.473

Utility Reimbursement – families paying Flat Rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

Very Low-Income Family – A very low-income family has an annual Income less than 50% of the Median Annual Income for the area, adjusted for family size, as determined by HUD.

Welfare Assistance – payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.

Work Activities – as used in the HUD definitions at 24 CFR §5.603 include:

1. Unsubsidized employment;
2. Subsidized private sector employment;
3. Subsidized public sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job training;
6. Job search and job readiness programs;
7. Community service programs;
8. Vocational educational training (< 12 months)
9. Job skills training directly related to employment;
10. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
11. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence

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HOTMA SECTIONS 102 AND 104 HAVE BEEN EXTENDED UNTIL JULY 1, 2025 OR UNTIL FURTHER NOTICE AS PRESCRIBED BY HUD. THE COMPLIANCE CHANGESTO BE EFFECTIVE WITH HOTMA SECTIONS 102 AND 104 ARE LISTED BELOW:

A. *Annual Income 24 CFR § 5.609(a)*

Annual income includes, with respect to the family:

- *All amounts not specifically excluded in the list of excluded income below, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and*
- *When the value of net family assets exceeds $50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD*

B. *Excluded Income 24 CFR § 5.609(b)*

Annual Income does not include the following:

- *Any imputed return on an asset when net family assets total $50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index) and no actual income from the net family assets can be determined.*
- *The following types of trust distributions:*
  a. *For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets*
     i. *Distributions of the principal or corpus of the trust; and*
     ii. *Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.*
  b. *For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.*
- *Earned income of children under the age of 18 years.*
- *Payments received for the care of foster children or foster adults, or State or tribal kinship or guardianship care payments.*
- *Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance and worker's compensation.*
- *Amounts received by the family that are specifically for or in reimbursement of, the cost of health and medical care expenses for any family member,*
- *Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.*

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- *Income of a live-in aide, foster child or foster adult.*
- *Certain financial assistance to students as provided below:*

  Excluded Student Financial assistance covers assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit

  With respect to student financial assistance the following is excluded:

  a. *Any assistance that section 479B of the Higher Education Act of 1965 requires to be excluded from a family's income,*
  b. *Plus, any of the following up to the total amount of Excluded Student Financial assistance as defined above received from:*
     1) *The Federal government.*
     2) *A State, Tribal or local government.*
     3) *A private foundation registered as a nonprofit under 502(c)(3).*
     4) *A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation or nonprofit entity; or*
     5) *An institution of higher education.*

  Excluded Student financial assistance does not include

  1) *Financial support provided to the student in the form of a fee for services performed (e.g., a. work study or teaching fellowship that is not excluded)*
  2) *Gifts including gifts from family or friends*
  3) *Any amount of scholarship or grant that, either by itself or in combination with assistance excluded in 9.a above, exceeds the* ***excluded Student Financial Assistance*** *defined in 9 above.*

- *Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created authorized, or funded by Federal, State, or local government.*
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Additionally, excluded are:

  a. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

  b. Amounts received by a program participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program.

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c. Amounts received under program participant for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

d. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as 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 unless those amounts are excluded under Paragraph 9 above.

- Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- *Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.*
- *Adoption assistance payments in excess of the amount of the deduction for a dependent.*
- *Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts. But the periodic payments from these sources are income.*
- *Payments related to aid and attendance under 38 USC 1521 to veterans in need of regular aid and attendance.*
- 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.
- *Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.*
- *Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).*
- *Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.*
- *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 the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)*

The following is a list of benefits excluded by other Federal Statute:

a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 **USC 2017 (h)**

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b. Payments to volunteers under the Domestic Volunteer Service Act of 1973**; 42 USC 5044 (g), 5088**

   Examples of programs under this Act include but are not limited to:

   — the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program.

   — National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.

   — Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

c. Payments received under the Alaska Native Claims Settlement Act; 43 **USC.1626 (a)**

d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes; 25 **USC. 459e**

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

f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. **L. 94-540, 90 State 2503-04**

g. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC 117b, 1407**

h. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**

   — Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation.

j. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. **96-420,94 Stat. 1785**

k. The value of any childcare 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 **USC 9858q**

l. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.

m. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

n. 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

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of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.

o. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

p. Kinship Guardian assistance payments and other guardianship care payments.

q. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC.

r. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990.

s. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010.

t. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case Elouise Cobell et al v Ken Salazar.

u. Rent relief payments received under the CARES Act;

v. Income earned by government contributions to, or distributions from, 'baby bond' accounts created, authorized, or funded by federal, state, or local government

w. Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09/H 2019–06 or subsequent or superseding notice is excluded from income and assets

x. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021

y. Any amounts in an ''individual development account'' as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4)).

z. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 ''Exclusion from Income of Payments under Recent Tribal Trust Settlements'' (25 U.S.C. 117b(a)); and

aa. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

- *Replacement housing "gap" payments that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another. Such payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.*

- *Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies.*

  Nonrecurring income includes:

  a. *Payments from the US. Census Bureau for employment (relating to decennial census or the American community Survey) lasting no longer than 180 days and not culminating in permanent employment.*

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b. *Direct Federal or State payments intended for economic stimulus or recovery.*
c. *Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.*
d. *Amount directly received by the family as a result of Federal refundable tax credits and Federal tax received the time they are received.*
e. *Gifts for holidays, birthdays or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).*
f. *Non-monetary, in-kind donations, such as food, clothing or toiletries received from a food bank or similar organization.*
g. *Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.*

- *Civil rights settlements or judgments, including settlements of judgments for back pay.*
- *Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirements plans for self-employed individuals;* ***except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.***
- *Income earned on amounts placed in a family's Family Self Sufficiency Account.*
- *Gross income a family member receives through self-employment or operation of a business except that the following shall be considered income to a family member:*

  a. *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 IRS regs, and*

  Any withdrawal of cash or assets from the operation of a business or profession will be included in income except to the extent that the withdrawal is reimbursement of case or assets.

C. Interim Certifications:

1. *Effective as of 7/1/2025 or as defined by HUD: Under the HOTMA regulation, PHAs are not required to perform interim rent adjustments if they believe that the difference in a family's annual income (either an increase or a decrease) will amount to a difference of less than 10 percent.*
2. *In addition, PHAs may decline to do interim adjustments in the last 3 months before a family's annual or biennial reexamination. If failing to perform an interim adjustment will make it impossible for a family to pay rent, the PHA may conduct the interim adjustment in the last 3 months before the reexamination.*
3. *DHA wishes to encourage families to improve their economic circumstances, so some changes in family income between reexaminations will not result in a rent change. DHA will process interim changes in rent in accordance with the chart below:*

INCOME CHANGE	*DHA ACTION*

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(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules[13], or will decrease annual income by less than 10 percent.	*• Process interim rent reduction if income decrease will last more than 30 days, is not subject to Imputed Income rules or is more than 10 percent of annual income.* ***24 CFR § 5.609***
(b) Increase in verified family deductions	*• Process interim rent reduction if income decrease will last more than 30 days and reduces annual income by more than 10 percent.* ***24 CFR § 5.609***
(c) Increase in income following PHA granting interim rent decrease.	*• Process interim rent increase for income increases after interim rent reductions.*
(d) Increase in earned income from the employment of a current household member.	*•Defer rent increase until next regular reexam unless the family has had an interim rent reduction in the reexam period.* ***24 CFR§ 960.255***
(e) Increase in unearned income (e.g., COLA adjustment for social security).	*• Defer rent increase to the next regular reexam unless the increase is more than 10 percent of annual income.*
(f) Increase in income because a person with income (from any source) joins the household.	*Conduct an Interim Redetermination of the family's income and raise the rent.*
(g) Increase in income because Tenant misrepresented income or deductions.	*Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation.*
(h) Increase in monetary or non-monetary income after program participant claims zero income	*• Process an interim rent increase.*

4. DHA will process an interim increase in rent only if

a. The change in income will be a decrease or increase of more than 10 percent of annual income.

b. the program participant has misrepresented or failed to report facts upon which rent is based, so the rent the program participant is paying is less than it should have[14]; or

c. the program participant's income increases after the program participant was granted an interim

[13] Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions **(24 CFR § 5.615)**.

[14] PHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

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decrease in rent; or

d. *the program participant reported zero income and has a verified increase in income (that may be a non-monetary contribution); or*

e. *a person with income joins the household.*

Complete verification of the circumstances applicable to rent adjustments must be documented and approved by DHA. 24 CFR § 960.259(c)

5. DHA will process interim decreases in rent as follows:

a. *When a decrease in income is reported, and PHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.*

b. *The PHA will not process interim rent decreases if the reduction in the annual income is less than 10 percent of annual income.*

c. *Program participants reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed except in the three months before the family's next regular reexamination.*

6. Program participants granted a reduction in rent are required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases, or it is time for the next regularly scheduled reexamination, whichever occurs first.

7. If program participants experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:

c. Welfare department has reduced the grant because of welfare fraud; or

d. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.

8. If a program participant challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.

10. If the welfare department upholds the grant reduction, the program participant shall owe a retroactive rent on the interim rent reduction granted in "8" above.

If the welfare department overturns the grant reduction, no retroactive balance is owed.

D. Restrictions on assistance to families based on assets CFR 5.618

1. A dwelling unit in the public housing program may not be rented, and assistance under the Section 8 (tenant-based and project-based) programs may not be provided, either initially or upon reexamination of family income, to any family if:
    a. The family's net assets (as defined in § 5.603) exceed $100,000, which amount will be adjusted annually by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, effective as of 7/1/2025 or as defined by HUD.; or

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b. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:
    i. Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;
    ii. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
    iii. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or
    iv. Any family that is offering such property for sale.

2. A property will be considered "suitable for occupancy" under paragraph (a)(1)(ii) of this section unless the family demonstrates that it:
    a. Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
    b. Is not sufficient for the size of the family;
    c. Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);
    d. Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
    e. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.
3. Enforcement

a. For households that have verified net family assets that exceed $100,000, effective as of 7/1/2025 or as defined by HUD., DHA will enforce the asset limitation. When the determination is made that the net family assets exceed $100,000, DHA will initiate termination of assistance proceedings within six months of the income examination that determined the family was out of compliance. There is no requirement that the unit owner has to initiate eviction proceedings, and may allow the household to remain in place paying market rent, at the owner's discretion.

Net Family Assets – The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds and other forms of capital investment. **24 CFR § 5.603**

Excluded from the calculation of net family assets are:

The value of necessary items of personal property

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The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which will be adjusted by HUD in accordance with the Consumer Price Index)

The value any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements, employer retirement plans, and retirement plans for self-employed individuals.

The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.

Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.

The value of any Coverdell education savings account under section 530 of the IRS code, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account under Section 629A of such Code, and the value of any “baby bond account created, authorized or funded by Federal, State or local government.

Interests in Indian trust land

Equity in a manufactured home where the family receives assistance under the Housing Choice Voucher program.

Family Self Sufficiency accounts.

Federal tax refunds or refundable tax credits for a period of 12 months after the receipt by the family.

An irrevocable trust.

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Addendum #1

Dallas Housing Authority

Section 8 Programs

Family Self Sufficiency Plan

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DHA
Housing Solutions for North Texas

Addendum 1

DHA FAMILY SELF-SUFFICIENCY PROGRAM ACTION PLAN

SEPTEMBER 2022

DHA FAMILY SELF-SUFFICIENCY PROGRAM

DHA HOUSING SOLUTIONS FOR NORTH TEXAS
3939 N. HAMPTON RD. DALLAS, TX 75212

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CHAPTER 1: THE FAMILY SELF-SUFFICIENCY PROGRAM AND ACTION PLAN

INTRODUCTION

This chapter provides an overview of the family self-sufficiency (FSS) program and FSS action plan, including the purpose, organization, and required contents of the FSS action plan.

Part I: The Family Self-Sufficiency Program and Action Plan: This part provides an overview of the family self-sufficiency program and the purpose of the FSS action plan.

Part II: Requirements of the FSS Action Plan: This part covers action plan requirements, including development, revision, and contents of the action plan. It also contains information on family demographics, which is part of the required contents of the action plan.

PART I: THE FAMILY SELF-SUFFICIENCY PROGRAM AND ACTION PLAN 1-

I.A. OVERVIEW OF THE FAMILY SELF-SUFFICIENCY PROGRAM

The origins of the FSS program are in two pilot projects implemented in 1986 and 1990, Project Self-Sufficiency and Operation Bootstrap, respectively. These projects were set up to test self- sufficiency programs for families with housing subsidies, and both demonstrated that families needed essential services to move toward economic self-sufficiency. These services include child care, transportation, medical care, and long-term education and training.

In the wake of the successful demonstration of these projects, family self-sufficiency became one of the initiatives under the Homeownership and Housing Opportunities for People Everywhere (HOPE) program enacted in 1990, and the FSS program was subsequently created under the National Affordable Housing Act the same year.

FSS built upon and refined both Project Self-Sufficiency and the Bootstrap program. It remained a voluntary program in 1991 and 1992 but became mandatory in 1993 for any new increments of funding issued to PHAs. The 1993 regulations were further modified by the Quality Housing and Work Responsibility Act of 1998 (QHWRA). In 2018, expansive changes were made to the FSS program by the Economic Growth, Regulatory Relief, and Consumer Protection Act known as “the Economic Growth Act” or “the Act.”

The purpose of the FSS program is to coordinate housing assistance with public and private resources to enable assisted families to achieve economic self-sufficiency. The purpose and basic requirements of the FSS program are further elaborated upon in Chapter 2.

This family self-sufficiency program is administered by the DHA Housing Solutions for North Texas for the jurisdiction encompassing Collin, Dallas, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.

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1-I.B. APPLICABLE REGULATIONS

Applicable regulations for Housing Choice Voucher (HCV) and public housing FSS programs include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 902: Public Housing Assessment System
- 24 CFR Part 903: Public Housing Agency Plans
- 24 CFR Part 945: Designated Housing
- 24 CFR Part 960: Public Housing Admission and Occupancy Policies
- 24 CFR Part 965: PHA-Owned or Leased Projects—General Provisions
- 24 CFR Part 966: Public Housing Lease and Grievance Procedures
- 24 CFR Part 982: HCV Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 984: HCV and Public Housing Family Self-Sufficiency Program

1-I.C. THE FAMILY SELF-SUFFICIENCY ACTION PLAN

The Family Self-Sufficiency (FSS) action plan is required by HUD. The purpose of the FSS action plan is to establish policies for conducting the family self-sufficiency program in a manner consistent with HUD requirements and local goals and objectives contained in DHA'S Agency Plan. This FSS action plan is a supporting document to DHA Agency Plan and is available for public review as required by 24 CFR Part 903.

This family self-sufficiency action plan is set forth to define DHA's local policies for operation of the program in the context of federal laws and regulations. All issues related to FSS not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable laws. The policies in this FSS action plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

DHA is responsible for complying with all changes in HUD regulations pertaining to the FSS program. If such changes conflict with this plan, HUD regulations will take precedence.

Administration of the FSS program and the functions and responsibilities of DHA staff shall comply with DHA's personnel policy and HUD's family self-sufficiency regulations, as well as all HCV and public housing regulations, in addition to federal, state, and local fair housing laws and regulations.

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PART II: REQUIREMENTS OF THE FSS ACTION PLAN 1-

II.A. OVERVIEW

DHA must have a HUD-approved action plan before implementing an FSS program, regardless of whether the FSS program is a mandatory or voluntary program. Further, this action plan must comply with the requirements specified for the plan in the regulations [24 CFR 984.201(a)].

The regulatory requirements dealing specifically with the FSS action plan itself largely involve the development, revision, and required contents of the action plan. This part covers those requirements.

1-II.B. HUD APPROACH TO POLICY DEVELOPMENT

In developing policy for the FSS action plan, DHA need to be aware of the distinction HUD makes between mandatory and discretionary policies.

- *Mandatory policies* are those driven by legislation, regulations, current handbooks, notices, and legal opinions.

- *Discretionary policies* consist of those developed for areas in which DHA has regulatory discretion, or regarding optional, nonbinding guidance including guidebooks, notices that have expired, and recommendations from individual HUD staff.

HUD expects DHA to develop policies and procedures that are consistent with mandatory regulations and to make clear the optional policies DHA has adopted. DHA's FSS action plan is the foundation of those policies and procedures for the FSS program. HUD's directions require DHA to make policy choices that provide guidance to staff and consistency to program applicants and participants.

Following HUD guidance, even though it is not mandatory, provides DHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If DHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but PHAs should carefully consider those decisions.

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1-II.C. FSS ACTION PLAN DEVELOPMENT AND REVISION

Development of Action Plan [24 CFR 984.201(b) and (c)]

When developing an FSS action plan, a PHA must do so in consultation with the chief executive officer of the applicable unit of general local government and the program coordinating committee (PCC).

For all voluntary or mandatory FSS programs, the PHA must submit its action plan and obtain HUD approval of the plan before it can implement the FSS program. This includes a voluntary program established because the PHA chose to implement an FSS program that exceeds the minimum size for a mandatory program (see Section 2-II.A. for a discussion of mandatory versus voluntary FSS programs).

Single Action Plan [24 CFR 984.201(f)]

PHAs implementing both a HCV FSS program and a public or Indian housing FSS program may submit one action plan. In cases where the DHA decides to submit one plan for more than one program, the policies contained in the action plan would apply to both programs.

DHA Policy

DHA is implementing HCV FSS program, which may include tenant-based HCV, HCV Homeownership, VASH, Project Based Vouchers, Walker Vouchers, and the Family Unification Program (FUP). DHA will submit one action plan, the policies in which apply to HCV Program.

Revision to the FSS Action Plan [24 CFR 984.201(c)(2)]

Following HUD's initial approval of the action plan, no further approval of the action plan is required unless DHA proposes to make policy changes to the action plan, increase the size of a voluntary program, or revise the FSS action plan as needed to comply with changes in HUD regulations. DHA must submit any changes to the action plan to HUD for approval.

DHA Policy

DHA will review and if necessary update the action plan at least once a year, and more often if needed, to reflect changes in regulations, DHA operations, or when needed to ensure staff consistency in operation.

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1-II.D. CONTENTS OF THE PLAN [24CFR 984.201(d)]

HUD regulations state that there are several components that must be included in the FSS action plan. At a minimum, the action plan must cover the policies and procedures of DHA for operation of a local FSS program as follows:

- Family demographics, including a description of the number, size, characteristics, and other demographics such as racial and ethnic data, in addition to the supportive service needs ofthe families expected to participate in the program. (Chapter 1)
- Estimate of participating families, which means the number of families that can reasonably be expected to receive supportive services under the FSS program. (Chapter 2)
- Eligible families from any other local self-sufficiency program who are expected to agree to execute an FSS contract of participation. (Chapter 2)
- A statement of DHA's FSS family selection procedures, including a description of how the procedures ensure that families are selected without regard to race, color, religion, disability, sex, familial status, or national origin. (Chapter 4)
- A description of the incentives that DHA intends to offer to families to encourage participation in the FSS program (an incentives plan), including the establishment of the escrow account. (Chapter 4)
- Outreach efforts, which include a description of DHA's efforts to recruit eligible families, the actions the DHA will take to ensure that both minority and nonminority groups are informed about the FSS program, and how DHA will make this information known. (Chapter 4)
- A description of the DHA's activities and supportive services to be provided by both public and private resources to FSS families, and identification of these public and private resources. (Chapter 4)
- A description of DHA's method for identifying family support needs, including howDHA will identify the needs and deliver the services. (Chapter 4)
- A description of DHA's policies regarding program termination or withholding of services based on a family's failure to comply with the FSS contract, and available grievance procedures. (Chapter 5)
- Assurances of noninterference with rights of non-participating families which state that a family's election to not participate in the FSS program will not affect the family'sadmission to the HCV or public housing program, nor will it affect their right to occupancy in accordance with its lease. (Chapter 4)
- A timetable for implementation of the FSS program, including the schedule for filling FSS slots with eligible FSS families. (Chapter 2)
- A certification that development of the services and activities under the FSS program has been coordinated with programs under Title I of the Workforce Innovation and Opportunity

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Act, other relevant employment, childcare, transportation, training, education, and financial empowerment programs in the area, and will continue to be coordinated to avoid duplication of services and activities.

Optional Additional Information [24 CFR 984.201(d)(13)].

- HUD encourages additional information in the action plan that would help to determine the soundness of DHA's proposed FSS program.

DHA Policy

DHA will submit additional optional information in this action plan that will help HUD determine the soundness of the proposed FSS program.

This information includes:

Policies related to the modification of goals in the ITSP. (Chapter 5)

Policies on the circumstances in which an extension of the contract of participation may be granted. (Chapter 5)

Policies on the interim disbursement of escrow, including any limitations on the use of the funds. (Chapter 6)

Policies regarding eligible uses of forfeited escrow funds by families in good standing. (Chapter 6)

Policies regarding the re-enrollment of previous FSS participants, including graduates and those who exited the program without graduating. (Chapter 4)

Policies on requirements for documentation for goal completion. (Chapter 4)

Policies on documentation of the household's designation of the "head of FSS family." (Chapter 4)

Policies for providing an FSS selection preference for porting families if the PHA elects to offer such a preference. (Chapter 7)

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1-II.E. DEMOGRAPHICS [24 CFR 984.201(d)(1)]

As part of the required contents of the FSS action plan, family demographics of the HCV participants serve to provide a description of the number, size, characteristics, and other descriptive data (including racial and ethnic data of those participants). These data may later be used to help the housing authority and the program coordinating committee (PCC) to identify supportive service needs of the families expected to participate in the FSS program.

DHA Policy

Housing Choice Voucher	**Total Families**	**Percent of Total**
All Families	18,975	
Single	7,650	40%
Female HOH	15,806	83%
Male HOH	3,169	17%
Race		
White	1,816	10%
Black/African American	16,516	87%
American Indian/Alaska Native	50	0.2%
Asian	355	1.5%
Native Hawaiian/Other Pacific Islander	99	0.5%
Multiple Races	139	0.8%
Ethnicity		
Hispanic or Latino	1,058	6%
Not Hispanic or Latino	17,917	94%
Income		
Extremely Low-Income	15,340	15%

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Very Low-Income	2,859	81%
Low-Income	711	3.7%
Not Low Income	65	0.3%
HOH Income from Wages	6119	32%
Other Member Income from Wages	758	
HOH Income from TANF	135	1%
Other Member Income from TANF	20	
HOH Income from SSI	4173	22%
Other Member Income from SSI	1750	
Number of Children		
0	7,808	
1-2	5,901	
3-4	2,986	
5 or more	683	
Total Number of Family Members		
1-2	10,844	57%
3-4	5,555	29%
5 or more	2,576	14%
Persons with Disabilities		
HOH Person w/ Disabilities (HUD)	7,871	42%
Family Members w/ Disabilities	10,560	56%

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CHAPTER 2: PURPOSE, SCOPE, AND APPLICABILITY OF THE FAMILY SELF- SUFFICIENCY PROGRAM

INTRODUCTION

This chapter contains information about the FSS program's purpose, size, and measurable objectives as well as information on program operation. This includes potential participant demographics, the program timetable, the number of families to be served, and the size of the DHA's voluntary FSS program. This chapter also contains definitions of the key terms in this FSS action plan.

Part I: The Purpose and Basic Requirements of the FSS program: This part includes a description of the purpose of the FSS program on a national level—its intent, goal, and major strategies.

Part II: The Scope of the FSS program: This part contains information about housing assistance programs eligible to participate in FSS, the size of DHA's FSS program, an estimate of participating families, eligible families from other self-sufficiency programs, and eligibility for combined FSS programs.

Part III: Program Operation: This part specifies the requirements for FSS program operation, including voluntary FSS program implementation.

Part IV: The Definitions of Terms Used in the DHA's FSS program: This section contains both HUD and PHA definitions for terms used in this policy document.

PART I: PURPOSE AND BASIC REQUIREMENTS OF THE FSS PROGRAM 2-

I.A. PURPOSE

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of HCV programs with public and private resources enabling families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency [984.101(a)(1)].

In addition to this broader national goal of the FSS program, DHA also establishes a local goal consistent with DHA's mission statement to serve as a guide for establishing policy and implementing the FSS program.

DHA Policy

DHA's local goal in operating this FSS program is to match housing-assisted families with a broad range of highly collaborative existing community services to assist FSS families in achieving economic self-sufficiency. *Economic self-sufficiency* is defined as having the sustainable skills necessary to maintain employment paying a "living wage." This wage would pay for the family's basic needs without the use of government subsidies.

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2-I.B. PROGRAM OBJECTIVES [24 CFR 984.102]

In order to reach the FSS national program goal, HUD has defined its FSS program objective as to reduce the dependency of low-income families on welfare assistance and on housing subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling, and other forms of social service assistance while living in assisted housing so that they may obtain the education, employment, business and social skills necessary to achieve self-sufficiency. As with the goals of the program, FSS program objectives are defined on the national level through FSS regulation, and on the local level by DHA policy.

DHA Policy

On the local level, DHA will achieve the national program objective by offering low- income families a broad range of services through partnering with the program coordinating committee (PCC). These services will provide long-term education, job training, counseling, and other forms of social service assistance so that families may achieve economic self-sufficiency, as defined in Section 2-
I.A. of this document.

2-I.C. BASIC REQUIREMENTS OF THE FSS PROGRAM [24 CFR 984.104]

An FSS program established under 24 CFR Part 984 must operate in conformity with the regulations and this FSS action plan (as required in 24 CFR 984.201, provide comprehensive supportive services as defined in 24 CFR 984.103, and operate in compliance with nondiscrimination and equal opportunity requirements.

PART II: SCOPE OF THE FSS PROGRAM

2-II.A. HOUSING-ASSISTED FAMILIES ELIGIBLE TO PARTICIPATE IN FSS

The HCV programs through which families are eligible to participate in the FSS program was expanded by the 2018 Economic Growth Act to allow participants in HCV Homeownership, VASH, Project Based Vouchers, Walker Vouchers, and the Family Unification Program (FUP)

2-II.B. PHAs REQUIRED TO OPERATE AN FSS PROGRAM

Each PHA that received funding for HCV rental certificates or vouchers under the combined FY 1991/1992 FSS incentive award competition also must operate a HCV FSS program.

In addition, unless the PHA receives an exemption under 24 CFR 984.105, each PHA for which HUD reserved funding (budget authority) for additional rental certificates or vouchers in FY 1993 through October 20, 1998, must operate a HCV FSS program.

Every PHA that was required to administer an FSS program on May 24, 2018 (the enactment date of the Economic Growth, Regulatory Relief, and Consumer Protection Act) must

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continue to operate that FSS program for the total number of families determined by HUD on that date unless the PHA receives an exception as described in 24 CFR 984.105(d).

Mandatory Minimum Program Size (MMPS) [24 CFR 984.105]

PHAs that are required to operate an FSS program under 24 CFR 984.101 are subject to a minimum program size requirement.

DHA Minimum Program Size

As determined by HUD as of July 31, 2022, DHA's FSS MMPS is **988.**

Maintaining Mandatory Minimum Program Size

Although the discretion to do so ultimately rests with the PHA, mandatory minimum program size can decrease as FSS participants successfully complete the program. Per the regulation, for each family that completes the program by fulfilling its FSS contract of participation on or after May 24, 2018, the mandatory minimum program size for a PHA's FSS program is reduced by one slot. However, if an FSS slot is vacated by a family that has not completed its FSS contract of participation obligations, the slot must be filled by a replacement family which has been selected in accordance with the FSS family selection procedures [24 CFR 984.105(b)(2)].

DHA Policy

DHA will reduce the FSS mandatory minimum program size by one for each family that completes the program by fulfilling its FSS contract of participation.

Option to Operate Larger FSS Program

A PHA may choose to operate an FSS program of a larger size than the minimum required by HUD [24 CFR 984.105(a)(3)].

DHA Policy

DHA will not operate an FSS program of a larger size than its mandatory minimum program size.

Exception to Program Operation [24 CFR 984.105(c)]

The requirement to establish and carry out an FSS program may be waived with approval from HUD. In order to waive the requirement, the PHA must provide a certification to HUD that the establishment and operation of an FSS program is not feasible because of a lack of accessible supportive services funding, a lack of the availability of programs under the Workforce Innovation and Opportunity Act, a lack of funding for reasonable administrative costs, a lack of cooperation by other units of state or local government, or a lack of interest in participating in the FSS program on the part of eligible families.

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An exception will not be granted if HUD determines that local circumstances do not preclude the PHA from effectively operating an FSS program that is smaller than the minimum program size.

Reduction in Program Size

Rather than a full exception to program operation, a PHA may also be permitted to operate an FSS program that is smaller than the minimum program size. As with the full exception, HUD may grant the PHA such a partial exception if the PHA provides to HUD a certification that the operation of an FSS program of the minimum program size is not feasible because of a decrease in or lack of accessible supportive services [24 CFR 984.105(d)].

Expiration of Exception

The approval for a full or partial exception to the FSS minimum program size requirement expires five years from the date of HUD approval of the exception. If a PHA seeks to continue an exception after its expiration, the PHA must submit a new request and a new certification to HUD for consideration [24 CFR 984.105(e)].

2-II.C. COOPERATIVE AGREEMENTS [24 CFR 984.106]

A PHA may enter into a Cooperative Agreement with one or more multifamily-assisted housing owners to voluntarily make the PHA's FSS program available to the owner's housing tenants.

The Cooperative Agreement must include all the requirements for such agreements found in 24 CFR 984.106 and 24 CFR 887.107.

DHA Policy

DHA will not enter into a Cooperative Agreement with the multifamily assisted housing owner(s) to voluntarily make its FSS program available to those owner's housing residents.

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2-II.D. ESTIMATE OF PARTICIPATING FAMILIES [24 CFR 984.201(d)(2)]

The PHA must state the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program based on available and anticipated federal, tribal, state, local, and private resources.

DHA Policy

DHA estimates that approximately 988 eligible FSS families can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated federal, tribal, state, local, and private resources. This is calculated based on the table below. This is our best estimate at this time, and it includes the mandate for the HCV program and counts graduates from HCV program.

As of 5/24/2018 Number of Participants Mandated in HCV	FSS Graduates	Remaining Mandatory Slots
1041	53	988

2-II.E. ELIGIBLE FAMILIES FROM OTHER SELF-SUFFICIENCY PROGRAMS [24 CFR 984.201(d)(3)]

If applicable, DHA must enter the number of families, by program type, who are participating in any other local housing self-sufficiency program who are expected to agree to execute an FSS contract of participation.

DHA Policy

DHA does not operate other self-sufficiency programs and therefore no additional families from other programs are expected to execute an FSS contract of participation.

2-II.F. ELIGIBILITY OF A COMBINED PROGRAM [24 CFR 984.201(e)]

A PHA that wishes to operate a joint FSS program with other PHAs or owners of multifamily assisted housing may combine its resources with one or more of these entities to deliver supportive services under a joint action plan that will provide for the establishment and operation of a combined FSS program that meets the requirements of this part.

DHA Policy

DHA will not combine its resources with any other PHA to deliver support services, have a joint action plan, or establish or operate a combined FSS Program.

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PART III: PROGRAM OPERATION 2-

III.A. OVERVIEW

Federal regulations specify requirements for FSS program operation regarding deadlines for program start-up and when DHA is expected to have attained full enrollment. A timetable illustrating when DHA intends to meet these deadlines is included as part of the required contents of the action plan.

2-III.B. PROGRAM IMPLEMENTATION DEADLINE

The deadlines for program implementation differ depending on whether the FSS program is voluntary or mandatory.

Voluntary Program [24 CFR 984.301(a)]

There is no deadline for implementation of a voluntary program. However, a voluntary program may not be implemented before the requirements specified in 24 CFR 984.201 have been satisfied (see Sections 1-II.A.–1-II.D.).

2-III.C. TIMETABLE FOR PROGRAM IMPLEMENTATION [24 CFR 984.201(d)(13)]

A timetable for implementation of the FSS program is part of the required contents of the FSS action plan.

DHA Policy

For mandatory FSS programs, DHA has the obligation to continue to fill their mandatory FSS slots effective July 31, 2022, as determined by the HUD field office.

DHA has implemented its FSS program for many years and will continue to implement it per this FSS Action Plan.

PART IV: DEFINITIONS

2-IV.A. DEFINITIONS [24 CFR 984.103]

The terms *1937 Act, fair market rent, HUD, low-income family, public housing, public housing agency (PHA), secretary,* and *HCV,* as used in this document are defined in the 24 CFR Part 5.

The term *very low-income family* is defined in 24 CFR 813.102 and 24 CFR 913.102. The

terms used in this document have the following definitions as defined by 24 CFR 984.103 and this family self-sufficiency action plan.

Baseline annual earned income means the FSS family's total annual earned income from wages and business income (if any) as of the effective date of the FSS contract. When calculating baseline annual earned income, all applicable exclusions of income must be

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applied, *except for* any disregarded earned income or other adjustments associated with self-sufficiency incentives that may apply to the determination of annual income.

Baseline monthly rent means 1) the FSS family's total tenant payment (TTP), as of the effective date of the FSS contract, for families paying an income-based rent as of the effective date of the FSS contract; or 2) the amount of the flat or ceiling rent (which includes the applicable utility allowance), and including any hardship discounts, as of the effective date of the FSS contract.

For families paying a flat or ceiling rent this is as of the effective date of the FSS contract.

Benefits means a government benefit of money or monetary value given to an individual by a federal, state, or local government agency for purposes of financial assistance, including but not limited to, Medicaid, supplemental nutritional assistance program benefits and Social Security, Temporary Assistance for Needy Families, and unemployment compensation benefits.

Benefits cliff means the sudden and often unexpected decrease in public benefits that can occur with a small increase in earnings. When income increases, families sometimes lose some or all economic supports.

Certain interim goals mean the family has met all its obligations under the CoP to date, including completion of the ITSP interim goals and tasks to date.

Certification means a written assertion based on supporting evidence, provided by the FSS family or the PHA or owner, which must be maintained by the PHA or owner in the case of the family's certification, or by HUD in the case of the PHA's or owner's certification. These must be made available for inspection by HUD, the PHA or owner, and the public, when appropriate. In addition, these will be considered accurate unless the Secretary or the PHA or owner, as applicable, determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

Chief executive officer (CEO) means the CEO of a unit of general local government who is the elected official or the legally designated official having primary responsibility for the conduct of that entity's governmental affairs.

Contract of participation (CoP) means a contract in a form approved by HUD, entered into between a participating FSS family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered in between the PHA and all members of the family who will participate in the FSS program, and which plans are attached to the contract of participation as exhibits. For additional detail, see 24 CFR 984.303.

Current annual earned income means the FSS family's total annual earned income from wages and business income (if any) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract. When calculating current annual earned income, all applicable exclusions of income will apply, including any disregarded earned

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income and other adjustments associated with self-sufficiency incentives or other alternative rent structures that may be applicable to the determination of annual income.

Current monthly rent means either the FSS family's TTP as of the most recent reexamination of income, which occurs after the effective date of the FSS contract, for families paying an income based rent as of the most recent reexamination of income; or the amount of the flat rent, including applicable utility allowance or ceiling rent. This amount must include any hardship discounts, as of the most recent reexamination of income, which occurs after the effective date of the FSS contract, for families paying a flat rent or ceiling rent as of the most recent reexamination of income.

Earned income means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

Effective date of contract of participation means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

Eligible families for the FSS program means current participants in HCV, residents of public housing, or residents in multifamily-assisted housing if a Cooperative Agreement exists.

Enhance the effectiveness of the FSS program means a demonstrable improvement in the quality of an FSS program in which the enrollment ratio, escrow balance average, and graduation rate is at or above the national average as measured in HUD's Composite Scores in FR Notice 11/15/18.

Enrollment means the date that the FSS family entered the contract of participation with the PHA.

Family self-sufficiency program or *FSS program* means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the 1937 Act.

FSS escrow account means the FSS escrow account authorized by section 23 of the 1937 Act.

FSS escrow credit means the amount credited by the PHA to the participating family's FSS account.

FSS family means a family that receives HCV assistance or resides in public housing (section 9), that elects to participate in the FSS program, and whose designated adult member (head of FSS family) has signed the CoP.

FSS family in good standing means an FSS family that is in compliance with their FSS CoP, has either satisfied or are current on any debts owed the PHA or owner, and is in compliance

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with the regulations in 24 CFR Part 5 regarding participation in the relevant rental assistance program.

FSS-related service program means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of *supportive services*.

FSS slots refer to the total number of public housing units or the total number of rental vouchers that comprise the minimum size of a PHA's respective HCV and public housing FSS program.

FSS Program Coordinator means the person(s) who runs the FSS program. This may include (but is not limited to) performing outreach, recruitment, and retention of FSS participants; goal setting and case management/coaching of FSS participants; collaborating with the community and service partners; and tracking program performance.

FY means DHA fiscal year (starting with January 1, and ending December 31, and designated by the calendar year in which it ends).

Head of FSS family means the designated adult family member of the FSS family who has signed the CoP. The head of FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent.

Individual Training and Services Plan (ITSP) means a written plan that is prepared by the PHA in consultation with a participating FSS family member (the person with for and whom the ITSP is being developed), and which describes the final and interim goals for the participating FSS family member, the supportive services to be provided to the participating FSS family member, the activities to be completed by that family member, and the agreed upon completion dates for the goals, and activities. Each ITSP must be signed by the PHA or owner and the participating FSS family member and is attached to and incorporated as part of the CoP. An ITSP must be prepared for each adult family member who elects to participate in the FSS program, including the head of FSS family who has signed the CoP.

Knowledgeable professional means a person who is knowledgeable about the situation, has training, education, certification, or licensure provided by recognized professional associations and institutions that legitimizes their professional opinion, is competent to render a professional opinion, and is not able to gain, monetarily or otherwise, from the DHA FSS program decision in the area to which they are certifying.

Multifamily-assisted housing, also known as project-based rental assistance (PBRA), means rental housing assisted by a HCV Housing Payments Program, pursuant to 24 CFR Parts 880, 881, 883, 884, and 886.

Other costs related to achieving obligations in the contract of participation means any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP.

Participating family is defined as *FSS family* in this section.

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Program coordinating committee (PCC) means the committee described in 24 CFR 984.202.

Public housing means housing assisted under the 1937 Act, excluding housing assisted under HCV of the 1937 Act.

HCV means assistance provided under HCV of the 1937 Act (42 U.S.C. 1437f). Specifically, multifamily-assisted housing, as defined in this section; tenant-based and projectbased rental assistance under HCV(o) of the 1937 Act; the HCV homeownership option under HCV(y) of the 1937 Act; Family Unification Program (FUP) assistance under HCV(x) of the 1937 Act; and the HCV Moderate Rehabilitation (Mod Rehab) for low-income families and Moderate Rehabilitation Single Room Occupancy (Mod Rehab SRO) for homeless individuals under 24 CFR part 882.

Self-sufficiency means that an FSS family is no longer receiving HCV, public housing assistance, or any federal, state, or local rent or homeownership subsidies or welfare assistance.

Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS account funds.

Supports means, but is not limited to, transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator.

Supportive services mean those appropriate services that a PHA will coordinate on behalf of an FSS family under a CoP. These may include child care of a type that provides sufficient hours of operation and serves an appropriate range of ages; transportation necessary to enable a participating family to receive available services or to commute to their places of employment; remedial education; education for completion of secondary or post-secondary schooling; job training, preparation, and counseling; job development and placement; follow-up assistance after job placement and completion of the contract of participation; substance/alcohol abuse treatment and counseling; training in homemaking and parenting skills; and personal welfare services that include substance/alcohol abuse treatment and counseling, and health, dental, mental health and health insurance services; household management; money management; counseling regarding homeownership or opportunities available for affordable rental and homeownership in the private housing market (including information on an individual's rights under the Fair Housing Act) and financial empowerment that may include financial literacy, coaching, asset building, money management; and any other services and resources, including case management and reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

Unit size or *size of unit* refers to the number of bedrooms in a dwelling unit.

Very low-income family is defined as set out in 24 CFR 813.102

Welfare assistance means (for purposes of the FSS program only) income assistance from federal or state welfare programs and includes only cash maintenance payments designed to

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meet a family's ongoing basic needs. Welfare assistance does not include nonrecurrent, short- term benefits that are designed to deal with a specific crisis situation or episode of need, or are not intended to meet recurrent or ongoing needs and will not extend beyond four months; work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training); supportive services such as child care and transportation provided to families who are employed; refundable earned income tax credits; contributions to, and distributions from, individual development accounts under TANF; services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement and other employment-related services that do not provide basic income support; transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Social Security Act, to an individual who is not otherwise receiving assistance; amounts solely directed to meeting housing expenses; amounts for health care; food stamps and emergency rental and utilities assistance; and SSI, SSDI, or social security.

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CHAPTER 3: PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices as they are relevant to the activities covered in this plan. The policies and practices are discussed in two parts:

Part I: Staffing, Fees and Costs, and On-Site Facilities: This part describes identifying appropriate staff and contractors to operate the FSS program and provide the necessary direct services to FSS families. In addition, it describes how administrative fees, costs, and supportive services will be funded, and defines the use of on-site facilities.

Part II: The Program Coordinating Committee: This part covers the establishment of a program coordinating committee (PCC), which is a regulatory requirement in all FSS programs other than multifamily housing assistance. It describes required and recommended PCC membership, in addition to the option for an alternative committee.

PART I: STAFFING, FEES AND COSTS, AND ON-SITE FACILITIES 3-I.A.

OVERVIEW

Several functions of program administration are crucial to running an FSS program. DHA may need to employ a program coordinator or decide to contract with another organization to administer the program. In addition to staffing issues, PHAs should understand how program funding and expenses work to keep the program running smoothly.

3-I.B. PROGRAM ADMINISTRATION STAFF AND CONTRACTORS [24 CFR 984.301(b)]

PHAs have the choice between hiring their own staff and contracting with an outside organization to administer their FSS program. If DHA should choose to employ its own staff, the staffing levels should be appropriate, and may include one or more FSS coordinators. If DHA chooses to contract with an outside organization, the organization's staffing levels must likewise be appropriate to establish and administer the FSS program, and whether the organization's responsibilities would include managing the FSS account in accordance with federal regulations.

DHA Policy

DHA will employ appropriate staff, including one or more FSS coordinators or program coordinators to administer its FSS program.

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3-I.C. FSS PROGRAM COORDINATOR RESPONSIBILTIES

Primary Role of the FSS Program Coordinator

The FSS Program Coordinator is responsible for building partnerships with service providers in the community, working with the Program Coordinating Committee (PCC) and local service providers to ensure that FSS program participants are linked to the supportive services they need to achieve self-sufficiency, preparing an Individual Training and Services Plan (ITSP) for the head of the FSS family and each adult member of the FSS family who elects to participate in the FSS program, making certain that the services included in the participants' CoP are provided on a regular, ongoing, and satisfactory basis, ensuring FSS participants are fulfilling their responsibilities under the CoPs, monitoring progress of participants, and establishing and properly maintaining FSS escrow accounts for eligible families. FSS coordinators may also provide outreach, recruitment, goal setting, case management and coaching for FSS participants, and tracking of FSS program performance.

FSS Program Coordinators funded under the FSS Coordinator Notice of Funding Opportunity (NOFO) may not perform the routine public housing or HCV program functions of housing eligibility, leasing, rent calculation, and portability that are funded through HCV administrative fees or public housing operating funds unless doing so would enhance the effectiveness of the program. If conducting these functions would enhance the effectiveness of the FSS program, the PHA must seek prior approval from HUD of those enhancements to the FSS program and certify that doing so will neither interfere with the FSS Coordinator's ability to fulfill their primary role nor be used to balance or fill in for gaps in traditional staffing.

Performance of routine HCV or public housing functions for non-FSS families does not enhance the effectiveness of the FSS program and is therefore an ineligible use of FSS funds [2021 FSS NOFO, p. 36].

DHA Policy

DHA will not require the FSS Program Coordinator to perform the routine program functions of housing eligibility, leasing, rent calculation, and portability that are funded through HCV administrative fees.

3-I.D. ADMINISTRATIVE FEES AND COSTS

The Consolidated Appropriations Act of 2014 combined funding streams for the HCV and public housing FSS programs. FSS funding is now awarded through one NOFO. Use of this funding is no longer restricted to the applicable program and funding now may be used to serve HCV FSS participants. Funding for FSS Coordinators salary, benefits, and training as well as limited administrative costs is awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS), rather than as an amendment to the DHA's Annual Contributions Contract (ACC). These funds are separate from other available funds that may be used.

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HCV FSS Program

In the HCV programs, administrative fees are paid to PHAs for HUD-approved costs associated with the operation of an FSS program. These administrative fees are established by Congress and subject to appropriations [24 CFR 984.302(b)].

In addition, administrative fees for HUD-approved costs not specifically related to the operation of the FSS program may be used to cover these costs associated with the administration of FSS [see Notice PIH 93-24 E-7 and E-8].

See 24 CFR 982.152 and PIH 2022-18 for details on the eligible use of administrative fees.

3-I.E. SUPPORTIVE SERVICES FEES AND COSTS HCV FSS

Supportive Services

The PHA may seek additional funds from HUD through submitting grant applications or seek grants from other sources when available.

In addition to other grant sources, the FSS forfeited escrow account can fund FSS supportive services. See Section 6-I.E.for eligible supportive services costs.

3-I.F. USE OF FORFEITED ESCROW ACCOUNTS FUNDS

In addition to other grant sources, the FSS forfeited escrow account funds must be used for the benefit of FSS participants, which includes supports and other costs for FSS participants in good standing. HUD does not provide an exhaustive list of these supports. However, the supports include, but are not limited to, transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the contract of participation as well as training for FSS Program Coordinators provided such forfeited funds are available.

DHA Policy

DHA will use forfeited escrow accounts for support and other costs for FSS participants in good standing when funds requested are needed to complete an interim goal or task in the ITSP and are not ongoing expenses is needed to complete an interim goal, a final goal, or a task related to such goals in the ITSP.

DHA will define *supports and other costs related to achieving obligations in the CoP* as any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP as defined in 24 CFR 984.305(f)(2)(i)(A) as transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator(s).

DHA will define *necessary to complete* as meaning that no other resources are available in the community either because such a resource is non-existent or that

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resources are utilized above capacity and agencies cannot, for an in determined period, provide such a resource.

DHA will provide funds from the forfeited escrow account to FSS participants in good standing so long as the funds requested are needed to complete an interim goal or task within the CoP and are not ongoing expenses.

DHA will prioritize requests for funds from forfeited escrow accounts initially on a first come first served basis based on the date and time of the request. After that order is established, while still preserving the first come first served basis, DHA will apply the following priorities:

Priority 1: Funds to meet a goal in the ITSP that is necessary to ensure the safety and wellbeing of victims of domestic violence, dating violence, sexual assault, and stalking as defined in DHA's HCV Administrative Plan regarding VAWA.

Priority 2: Funds to meet a goal in the ITSP that is necessary to stabilize health, safety, and welfare of the FSS participant or family that if left unattended would jeopardize education, training, or employment.

Priority 3: Funds to meet a goal in the ITSP that is necessary to further education, training, and employment goals in the ITSP including childcare, transportation, and medical costs if the lack of any of these prevents completion of the education, training, and employment.

Priority 4: Funds to meet a goal in the ITSP that is necessary to further any other goal or tasks.

3-I.G. ON-SITE FACILITIES

Each PHA may, subject to the approval of HUD, make available and utilize common areas or unoccupied dwelling units in public housing projects to provide supportive services under an FSS program. This includes using such areas for participants in a HCV FSS program.

DHA Policy

DHA will make office space at 3939 N. Hampton Dallas, TX 75212 available to provide supportive services under the HCV FSS program, along with other DHA owned non-dwelling space as needed and available.

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PART II: PROGRAM COORDINATING COMMITTEE 3-II.A.

OVERVIEW

As another integral part of FSS program administration, each participating PHA must establish a program coordinating committee (PCC) whose functions will be to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within the PHA's jurisdiction, including assistance in developing the action plan and in implementing the program [24 CFR 984.202(a)].

The PCC must consist of specific members, which are dependent upon whether the PHA is operating HCV, public housing, or multifamily assisted housing FSS programs. In addition to these required members, the PCC may also include additional members recommended by regulation.

3-II.B. PROGRAM COORDINATING COMMITTEE MEMBERSHIP

Required PCC Membership [24 CFR 984.202(b)(1)]

The PCC required members consist of representatives of the PHA, including at least one FSS Program Coordinator, and one or more participants from each HUD rental assistance program (HCV or Project-based) served by the PHA's FSS program.

DHA Policy

DHA's representatives to the program coordinating committee will be FSS Program Supervisor or Director and at least one FSS Program Coordinator and one or more participants from each of the housing programs in which there is an FSS program: HCV and Project-Based, as applicable.

Assistance in Identifying Potential PCC Members [24 CFR 984.202(b)(1)]

The PHA may seek assistance from area-wide, city-wide, or development-based resident councils, the resident management corporation, or the Resident Advisory Board, in identifying potential PCC members.

DHA Policy

DHA will seek assistance in identifying potential members of the PCC from area- wide, city-wide, and development-based resident councils, the resident management corporation, or the Resident Advisory Board.

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Recommended PCC Membership [24 CFR 984.202(b)(2)]

Membership on the PCC also may include representatives of the unit of general local government served by the PHA, local agencies (if any) responsible for carrying out employment training programs or programs funded under the Workforce Innovation and Investment Act, and other organizations, such as other state, local, or tribal welfare and employment agencies, public and private education or training institutions, child care providers, nonprofit service providers, private business, and any other public and private service providers with resources to assist the FSS program.

DHA Policy

DHA's FSS program coordinating committee membership may include leadership from the following organizations:
Texas Workforce Commission
3to1 Foundation WINGS Dallas
Dallas County Home Loan Counseling Center Child
Care Group (CCMS) DART
Dallas County Community College
Consumer Credit Counseling Service of Greater Dallas, Inc. Dallas
Independent School District
Enterprise Foundation

3-II.C. ALTERNATIVE PCC COMMITTEE [24 CFR 984.202(c)]

It is also possible for the PHA, in consultation with the chief executive officer of the unit of general local government served by the PHA, to use an existing entity as the PCC, if the membership of the existing entity consists or will consist of the individuals required by regulation (See section 3-II.B. above).

DHA Policy

DHA will not utilize an existing entity as its program coordinating committee. This policy does not prevent DHA from utilizing some or all of its required PCC membership to satisfy grant requirements on committee stewardship.

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CHAPTER 4: SELECTING AND SERVING FSS FAMILIES

INTRODUCTION

FSS regulations require that DHA include in its action plan a statement indicating how it will select families for participation in the FSS program. This includes outreach, waiting list management, and other selection procedures. When followed, DHA's selection procedures ensure that families will be selected without regard to race, color, religion, sex, handicap, familial status, or national origin.

Once selected for participation in the FSS program, families are to be provided various activities and supportive services so that they may obtain the education, employment, business, and social skills necessary to achieve self-sufficiency. A description of such activities and supportive services is also a requirement of the FSS action plan.

This chapter contains three parts:

Part I: Incentives, Outreach, and Assurance of Noninterference: This part describes the incentives DHA will offer and the outreach efforts DHA will use to encourage participation and recruit eligible families for the FSS program and contains the required assurance of noninterference with the rights of nonparticipating families.

Part II: Family Selection: This part covers whether DHA will use preferences for family selection and which preferences DHA will employ if they choose to do so. In addition, this part describes the selection factors DHA will use in screening families for participation in the FSS program.

Part III: Activities and Support Services: This part lists the activities and supportive services to be provided to families through both public and private resources, describes the method DHA will use to identify family support needs, and covers the required certification of coordination.

PART I: INCENTIVES, OUTREACH, AND ASSURANCE OF NONINTERFERENCE 4-I.A.

OVERVIEW

The FSS program offers incentives such as the FSS escrow account, case management, coaching, and other supportive services that not only encourage participation, but also help families achieve self-sufficiency. In addition to encouraging program participation through such incentives, DHA also conduct outreach to recruit FSS participants from among eligible families. As part of this process, families need to know that their choice as to whether to participate in the FSS program will not affect their admission to the HCV programs, nor will it affect their right to occupancy. This part describes DHA's policies regarding these issues, all of which are required aspects of the FSS action plan.

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4-I.B. INCENTIVES FOR PARTICIPATION [24 984.201(d)(5)]

By regulation, the FSS action plan must include DHA's incentives plan—a description of the incentives that DHA intends to offer eligible families to encourage their participation in the FSS program. The incentives plan provides for the establishment of the FSS escrow account and any other incentives designed by DHA.

DHA Policy

DHA will offer the following services, as needed to complete obligations in the contract, to its FSS participants as incentives to participate in FSS.

Incentive	Provided By	Description
FSS escrow account	DHA	An interest-bearing escrow account where the difference from baseline rent and rent increase due to income increases is deposited and accrues on a monthly basis.
Case management/Coaching	FSS Coordinators	An enhanced support system and holistic case management which includes ongoing individual assessment, service plan development, follow-up/monitoring of ITSP progress and career exploration or coaching.
Information and referrals to services	FSS Coordinators	Enhanced access to educational, training, and employment opportunities. Access to free or reduced cost services and access to multiple financial literacy, credit building, home buying, car buying, and other important life skill workshops.
Educational workshops	Agency Partners	Collaborative services and/or referrals to approved partner agencies for services similar to those listed above.

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Preparation for homeownership programs	FSS Coordinators	Collaborative services and/or referrals to help clients meet DHA requirements to be considered for Homeownership Voucher.

4-I.C. OUTREACH EFFORTS [24 CFR 984.201(d)(6)(i)(ii)]

In addition to offering incentives for FSS participation, DHA also conduct outreach to recruit more FSS participants from eligible families. The FSS action plan must include a description of these efforts to recruit FSS participants, including notification and outreach, the actions DHA will take to assure that both minority and nonminority groups are informed about the FSS program, and how DHA will make this information known.

DHA Policy

DHA will notify eligible families about the FSS program using the following outreach locations, activities, methods, and languages, where appropriate. These points of contact and methods have been selected to ensure that both minority and nonminority groups are informed about the FSS program.

Location/Activity	**Staff/Partner**	**Method**	**Language**
Briefings/Orientations	DHA Staff Specialist	Flyer Presentation	English Spanish As Needed
Interims/Recertifications	DHA Staff Specialist	Flyer Posters Presentation Referral Form	English Spanish As Needed
Transfers/Portability	DHA Staff Specialist	Flyer Posters Presentation Referral Form	English Spanish As Needed
Lobby	DHA Staff Receptionist	Flyer Posters Referral Form Video	English Spanish As Needed

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Waiting Room	DHA Staff	Flyer Posters Video	English Spanish As Needed
Inspections	DHA Staff Inspector	Flyer	English Spanish As Needed
DHA Website Social Media	DHA Staff	Video Presentation	English Spanish As Needed

4-I.D. ASSURANCE OF NONINTERFERENCE WITH THE RIGHTS OF NONPARTICIPATING FAMILIES [24 CFR 984.201(d)(10)]

A family's housing assistance or admission into assisted housing should never depend on whether they choose to participate in the FSS program, and DHA need to make this known as part of the recruitment process. For this reason, DHA's action plan must include an assurance that a family's decision to not participate in DHA program will not affect the family's admission to the HCV or public housing programs, nor will it affect the family's right to occupancy in accordance with the lease.

DHA Policy

Participation in the FSS program is strictly voluntary. HCV participants will be notified in all literature and media presentations related to the FSS program that should they decide not to participate in the FSS program, it will not affect their HCV or public housing. This material will also specify that the family will retain the right to occupancy according to their lease and family obligations contract.

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PAR II: FAMILY SELECTION 4-II.A.

OVERIVEW

The FSS action plan is required to contain a statement indicating the procedures for selecting families for FSS program participation, including a description of how DHA will do so without regard to race, color, religion, sex (including actual or perceived gender identity), familial status, or national origin. This part describes these procedures, considering whether DHA will use preferences for family selection and which preferences DHA will employ if they choose to do so, in addition to defining the factors DHA will use in screening families for program participation.

4-II.B. FSS SELECTION PREFERENCES

As part of the process for selecting families for participation in the FSS program, DHA may choose whether to employ the use of preferences. If DHA so chooses, it has the option of giving a selection preference for up to 50 percent of its FSS program slots to eligible families who have one or more family members currently enrolled in an FSS-related service program. Such a preference may be further limited to participants in and applicants for one or more specific eligible FSS-related service programs.

Should DHA choose to adopt such a preference, it would need to include the following information in its action plan:

- The percentage of FSS slots, not to exceed 50 percent of the total number of FSS slots for each of its FSS programs, for which it will give a selection preference
- The FSS related service programs to which it will give a selection preference to the programs' participants and applicants
- The method of outreach to and selection of families with one or more members participating in the identified programs [24 CFR 984.203(a)]

DHA may wish to adopt additional selection preferences as well [Notice PIH 93-24].

DHA Policy

DHA has not adopted a selection preference.

DHA may use either of the following to select among applicants on the FSS waiting list with the same preference status [24 CFR 984.203(b)]:

- Date and time of application to the FSS program; or
- A drawing or other random choice technique.

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DHA Policy

DHA chooses not to exercise a selection preference.

4-II.C. SELECTION FACTORS

Many factors contribute to whether DHA may choose to select a family for participation in the FSS program. These selection factors can help DHA screen families for admission, and ultimately contribute to DHA's decision to either allow or deny a family's admission into the FSS program.

Motivation Selection Factors [24 CFR 984.203(d)(1)]

DHA may screen families for interest and motivation to participate in the FSS program provided that the factors utilized by DHA are those which solely measure the family's interest and motivation to participate in the FSS program. For this reason, DHA must only apply motivational screening factors that are permissible under the regulations.

Permissible Motivation Selection Factors

Permitted motivational factors include requiring attendance at FSS orientation sessions or preselection interviews or assigning certain tasks indicating the family's willingness to undertake the obligations that may be imposed by the FSS contract of participation. However, any tasks assigned should be readily accomplishable by the family based on the family members' educational level, abilities, or disabilities, if any. Reasonable accommodations must be made for individuals whose disability (mobility, manual, sensory, speech impairments, mental, or developmental disabilities) creates a barrier to accomplishing the tasks [24 CFR 984.203(d)(2)].

DHA Policy

DHA will screen families for interest and motivation to participate in the FSS program by assigning a meeting or workshop which is the same type of meeting or workshop for each family. DHA will only use the fact that the family attended as a screening factor, even if tasks or exercises are not completed in the meeting. In addition, if the family needs either childcare or transportation to be able to attend, or requests an accommodation for a disability, DHA will either refer the family to available services or exempt the family from this screening factor.

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Prohibited Motivation Selection Factors

Prohibited motivational screening factors include the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors, such as sensory or manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or nonminority groups [24 CFR 984.203(d)(3)].

Other Selection Factors

In addition to motivational screening, DHA may also wish to screen families for the following additional factors.

PHA Debt Selection Factor

DHA may deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance [Notice PIH 93-24, B-18].

DHA Policy

DHA will deny FSS participation to a family if the family owes DHA, or another PHA, money in connection with HCV or public housing assistance. Families that owe money to DHA who have entered into a repayment agreement and are current on that repayment agreement will not be denied FSS participation.

Unavailable Support Services Selection Factor

If DHA determines, after consulting with the family, that a missing service is essential to the family's needs, DHA may skip that family (and other similar families) and offer the FSS slot to the next family for which there are available services [Notice PIH 93-24, B-8].

DHA Policy

If a reasonable attempt at securing services has been made, and essential services are still unavailable or missing, DHA may skip that family and offer the FSS slot to the next family for which services are available.

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Previous Participation Selection Factor

DHA may refuse to select a family for participation in the FSS program a second time if that family previously participated unsuccessfully (i.e., the family participated, did not meet its FSS obligations, and was terminated from the FSS program) [Notice PIH 93-24, B-14].

DHA Policy

DHA will not refuse to select a family for participation in the FSS program a second time if that family previously participated and did not complete.

DHA will not enroll a family for participation in the FSS program a second time if that family previously participated, completed the COP, and received a final distribution of their escrow account if their employment skills or wages are below the level needed to achieve economic self-sufficiency (a wage that pays for basic needs without the use of subsidies).

4-II.D. SELECTION OF HEAD OF HOUSEHOLD

Each eligible family that is selected to participate in an FSS program must enter a contract of participation with DHA. There will be no more than one contract at any time for each family. There may be an ITSP for as many members of the family who wish to participate. The contract shall be signed by a representative of DHA and the head of FSS family, as designated by the family. This head of FSS family does not have to be the same as the official head of household for rental assistance purposes [24 CFR 984.303(a)].

DHA Policy

DHA will meet with the family and detail the obligations, rights, and privileges that pertain to the FSS head of household and require each adult family member to certify their agreement as to their designated head of the FSS family. These certifications will be a permanent part of the FSS family's record and will be updated with each change of head of household.

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PART III: ACTIVITIES AND SUPPORT SERVICES 4-

III.A. OVERVIEW

Once families are admitted to the FSS program, DHA becomes responsible for making sure these families are adequately served. The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of HCV programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency. As such, upon selection, families are matched with the appropriate activities and supportive services so that they may obtain the education, employment, and business and social skills necessary to achieve self- sufficiency. This is a vital element of the FSS program. DHA must make a good faith effort to replace the obtained services from another agency.

4-III.B. METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS [24 CFR 984.201(d)(8)]

Before DHA can determine the services and activities it will provide to FSS families, it must identify the services and activities appropriate to each family. The action plan must contain a description of how the program will identify the needs of FSS families and deliver the services and activities according to these needs.

DHA Policy

Supportive service needs are identified by completion of a needs assessment with the FSS coordinator or case manager before completion of the initial Individual Training and Services Plan (ITSP), which occurs prior to signing the contract of participation (COP).

After enrollment in the FSS Program, needs assessment results may also be used to modify the ITSP and supportive services, if requested by the family and in accordance with HUD regulations and DHA policy.

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4-III.C. FSS ACTIVITIES AND SUPPORT SERVICES DESCRIPTION [24 CFR 984.201(d)(7)]

As part of the required contents of the action plan, DHA must both describe the activities and supportive services to be provided by public and private resources to FSS families and identify the public and private resources that are expected to provide the supportive services.

Of course, this task assumes that the DHA has first identified the needed activities and supportive services.

DHA Policy

DHA's FSS program, through its partners on the program coordinating committee, will provide the following activities and support services to FSS families:

Support Service General	Support Service Specific	Source/Partner
Assessment	Vocational Assessment Educational Assessment Vocational Planning Educational Planning Disability Assessment Disability Vocational Assessment/Planning Disability Educational Assessment/Planning Drug/Alcohol Assessment Drug/Alcohol Planning	Adult Basic Education Career Center Community College Community Based Organizations Career Center Community College Vocational Rehabilitation Health Department Career Center Community-based Organizations
Education	High School English as a Second Language GED Post-secondary College	High School Adult Basic Education Community College University

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Training	Skills Training Emerging Technologies Training Biomedical Training On-the-Job Training Functional Context Training	Adult Basic Education Community College University Community-based Organizations Workforce Innovation/American Job Centers
Support Service General	**Support Service Specific**	**Source/Partner**
Job Search Assistance	Resume Preparation Interviewing Skills Dress for Success Workplace Skills Job Development Job Placement	Adult Basic Education Community College University Community-based Organizations Workforce Innovation/American Job Centers
Transportation	Bus Train/Trolley	Metropolitan Transit
Health Care	Alcohol and Drug Prevention Alcohol and Drug Treatment	HMO Health Department Community Clinic General Hospital
Child Care	Infant Care Toddler Care Preschool Care Afterschool Care Homework Assistance	Child Care Resource Parks and Recreation
Financial Literacy	Financial Education Financial Coaching Debt Resolution Credit Repair	Adult Basic Education Community College University Community-based Organizations

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Legal Services	Representation Document Review Counsel or Advice	ACLU Legal Aid
Child/Adult Protective Services	Needs Assessment Case Planning Information Referral Crisis Management	Senior Services Adult Services In-home Support Services Adult Abuse Hotline Child Abuse Hotline Foster Care Adoption Services
Crisis Services	Crisis Assessment Crisis Intervention Crisis Management Crisis Resolution	Crisis Team Senior Crisis Team Poison Center Domestic Violence Shelter
Support Service General	**Support Service Specific**	**Source/Partner**
Mentoring	Mentoring Match	Adult Basic Education Community College Workforce Investment Act Youth Programs Community-based Organizations
Micro and Small Business Development	Training Planning Technical Assistance Mentoring	Microbusiness Assistance Program Small Business Administration Business Incubator
Homeownership	Training Planning Debt Resolution	Public Housing Authority Housing Counseling Organization Community-based Organizations

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Individual Development Accounts	Match Savings Accounts Distribution of IDA Funds	Public Housing Authority TANF Office of Community Services in DHHS Office of Refugee Resettlement Beginner Farmers and Ranchers Community-based Organizations

4-III.D. CERTIFICATION OF COORDINATION [24 CFR 984.201(D)(12)]

The FSS action plan is required to contain a certification that the development of the activities and services under the FSS program has been coordinated with the JOBS program (now Welfare to Work under TANF), the programs under title I of the Workforce Innovation and Opportunity Act, and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of the FSS program's activities and services must continue to be coordinated as such to avoid duplication of activities and services.

DHA Policy

DHA certifies that its FSS program has developed its services and activities in coordination with programs under Title I of the Workforce Innovation and Opportunity Act, Workforce Investment Board and American Job Centers (also known as Workforce Centers or One Stop Career Centers), and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of these activities and services will continue to be coordinated in this manner to avoid duplication of activities and services.

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CHAPTER 5: CONTRACT OF PARTICIPATION INTRODUCTION

Each family that is selected to participate in an FSS program must enter into a contract of participation with DHA. This contract, which is signed by the head of the FSS family, sets forth the principal terms and conditions governing participation in the FSS program, including the rights and responsibilities of the FSS family and of DHA, the services to be provided to the head of the FSS family and each adult member of the family who elects to participate in the program, and the activities to be completed by them. The contract also incorporates the individual training and services plan [24 CFR 984.303].

This chapter contains two parts:

Part I: Overview and Family Obligations: This part provides an overview of the form and content of the contract of participation and describes what the contract requires of FSS families.

Part II: Contract Specifications: This part explains the specifications of the contract, including terms and conditions, contract modification, contract terminations, and grievance procedures.

PART I: OVERVIEW AND FAMILY OBLIGATIONS 5-I.A.

OVERVIEW

The purpose of the FSS contract of participation is to set forth the principal terms and conditions governing participation in the FSS program, including the incorporation of the individual training and services plan (ITSP) as part of the contract's required contents. The ITSP is meant to establish goals the FSS family will meet along the family's way to completing the contract and becoming self-sufficient. In addition to the goals specified in the ITSP, the contract also lists the responsibilities of the family and DHA. This part covers the ITSP as part of the required contents of the contract of participation, and the family's obligations under the contract.

5-I.B. CONTENTS OF THE CONTRACT OF PARTICIPATION

Individual Training and Services Plan

There will only ever be one FSS contract of participation (CoP) at any time for each FSS family. As part of the required contents of the FSS contract of participation (CoP), the individual training and services plan (ITSP) establishes specific interim and final goals by which DHA and the family measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient. Interim and final goals will differ depending on the family's individual needs. Regulations require the establishment of a final goal that includes both employment for the head of the FSS family and independence from welfare assistance for all family members regardless of age.

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Interim Goals [24 CFR 984.303(b)(2)]

DHA must work with each participant to establish realistic and individualized goals and may not include additional mandatory goals or mandatory modifications of the two mandatory goals.

Individual Training and Service Plans for Other than FSS Head [24 CFR 984.103]

An individual training and services plan is required for the head of the FSS family and all adults choosing to participate. ITSPs must be prepared for each adult family member participating.

ITSPs are prepared by DHA, in consultation with the participating family member [Notice PIH 93-24, G-16.

5-I.C. FAMILY OBLIGATIONS Compliance with Lease Terms [24 CFR 984.303(b)(3)]

One of the obligations of the FSS family according to the contract of participation is to comply with the terms and conditions of the HCV or public housing lease.

Inability to comply with the lease represents an inability to comply with the contract, therefore regulations regarding noncompliance with the FSS contract apply [see 24 CFR 984.303(b)(5)]. It is up to DHA to determine the plan of action for FSS families found in noncompliance with the lease and how DHA will precisely define the term *comply with the lease.* All considerations allowed for other assisted residents regarding violations of the lease, must also be allowed for FSS participants.

DHA Policy

DHA will define *comply with the lease* to mean the FSS family has not been evicted for repeated or serious violations of the lease as defined in the HCV Administrative Plan; or if they have been evicted for repeated and serious violations of the lease, the family has pursued their right to grieve, and the family has prevailed in either the grievance hearing or the informal hearing process.

DHA's FSS program will terminate the FSS contract of participation for failure to comply with the terms of the lease.

Employment Obligation [24 CFR 984.303 (b)(4)]

Another obligation set forth by the contract of participation is for the head of the FSS family to

seek and maintain suitable employment during the term of the contract and any extension. Although other members of the FSS family may seek and maintain suitable employment during the term of the contract, it is only a requirement for the head of the FSS family.

The obligation for the head of the FSS family to *seek employment* is defined in the regulatory language as meaning that the head of the FSS family has searched for jobs, applied for

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employment, attended job interviews, and has otherwise followed through on employment opportunities. However, this definition still leaves room for policy decisions on the part of DHA because it does not define the level of activity involved in "seeking."

There is no regulatory definition of *maintain suitable employment.* For this reason, it is up to DHA to define the term. However, there can be no minimum period of time that the head of the FSS family must work.

With the agreement of the FSS family member, DHA makes a determination of what it means to maintain suitable employment based on the skills, education, and job training of the FSS head of household, receipt of other benefits of the family member, and the available job opportunities within the jurisdiction served by DHA. This means that DHA must consult with the family member and agreement must be reached as to what *maintain suitable employment* is for that family member [24 CFR 984.303 (b)(4), Notice PIH 93-24, G-3].

DHA Policy

For purposes of DHA's FSS program, *seek employment* means the FSS head of household has applied for employment, attended job interviews, and otherwise followed through on employment opportunities as outlined in the individual training and services plan of their contract of participation.

Maintain suitable employment is employment, on the last day of the contract, that is outlined in the individual training and service plan and is based on the skills, education, job training, and receipt of other benefits of the head of the FSS family. DHA will require verification of this employment or enrollment.

5-I.D. CONSEQUENCES OF NONCOMPLIANCE WITH THE CONTRACT

Consequences apply for families who do not meet the terms and conditions of the contract. The regulations require that the contract of participation specify that if the FSS family fails to comply, without good cause, with the terms and conditions of the contract (including compliance with the HCV), DHA may:

- Withhold supportive services
- Terminate the family's participation in the FSS program

DHA is not permitted to terminate a family's housing assistance due to the family's failure to meet its obligations under the contract of participation [24 CFR 984.101(d)].

DHA Policy

The contract of participation (CoP) will be terminated before the expiration of the contract term if the participant fails to meet, without "good cause," their obligations as outlined in the CoP. If the participant fails to meet its obligations outlined in the CoP, the FSS coordinator, or their designee, will first meet with the family to reassess the need for supportive services or a change in the individual training and

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services plan (ITSP).

If a reassessment of supportive services and a change in the ITSP is not successful in bringing the family in to compliance, the FSS coordinator will reassess the need for, and availability of, supportive services and refer the participant to a knowledgeable professional for a formal assessment of the challenges leading to the noncompliance.

The FSS Coordinator will use this formal assessment to identify and refer to resources that remove the challenge so the participant is able to meet their obligations outlined in the CoP.

Finally, if neither of these alternatives is successful, the FSS coordinator will terminate the CoP for failure to complete the tasks, interim goals, or final goals of the ITSP in a timely manner, and thus failure to complete the obligations outlined in the CoP.

The FSS coordinator will make an exception to the actions in terminating the CoP if the participant can, with the assistance of the FSS Coordinator, demonstrate "good cause" for the failure to meet its obligations as outlined in the CoP.

For purposes of DHA FSS program, *good cause* includes circumstances beyond the control of the FSS family:

Family circumstances Death in the family Serious

illness Medical emergency

Mandatory court appearances Involuntary loss of employment

Loss of head of household through death, incarceration, or removal from lease

Change in the ITSP improving progress toward economic self- sufficiency

Community circumstances

Significant reduction in workforce (over 20 percent reduction in employment field)

Significant interruption in service delivery (over 3 months interruption)

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Provider noncompliance with regulation Provider unable or unwilling to

provide service Provider offering inferior service

Active pursuit of a current or additional self-sufficiency goal Resolution of a barrier to

employment

Completion of a college degree or technical training Completion of a work-related

certification

Credit repair towards homeownership readiness

PART II: CONTRACT SPECIFICATIONS 5-II.A.

OVERIVEW

In addition to making clear the family's obligations under the program, the contract of participation contains specific terms and conditions, including those governing contract modifications, terminations, and grievance procedures. This part describes those specifications and associated policy.

5-II.B. CONTRACT TERM [24 CFR 984.303(c)]

The contract term is five years from the first recertification after effective date of contract of participation. This means that the family can have more than five years from the effective date of the contract of participation (CoP) to fulfill their obligations as specified in the contract. This five year term requirement will be specified in the CoP.

Contract Extension [24 CFR 984.303(d)]

While the term set forth in the contract of participation is for five years, contract extensions are available. According to regulation, PHAs must for "good cause" extend the term of the contract for a period not to exceed two years for any FSS family that requests an extension of the contract in writing. The family's written (documented by the FSS Coordinator) request for an extension must include a description of the need for the extension. *Good cause* means circumstances beyond the control of the FSS family, as determined by DHA, such as a serious illness or involuntary loss of employment (further defined by DHA policy in Section 5- I.D.). Extension of the contract of participation will entitle the FSS family to continue to have amounts credited to the family's FSS account.

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5-II.C. MODIFICATION OF THE CONTRACT

The contract of participation (CoP) may be modified, as long as DHA and the FSS family mutually agree to modify it. This includes modifications in writing with respect to the individual training and services plans (ITSPs), the contract term (See Section 5-II.B. above), and designation of the head of the family [24 CFR 984.303(f)]. The conditions under which DHA will modify the contract are set forth in the policy below.

DHA Policy

In the DHA's FSS program, the CoP will be modified by mutual agreement between DHA and the FSS head of household, no later than 3 months prior to the COP expiration date.

When modifications to the ITSP improve the participant's ability to complete their obligations in the CoP or progress toward economic self- sufficiency.

When the actual end date of the CoP is determined by the effective date of the FSS family's first reexamination changes the end date of the CoP.

When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, , designate another family member to be the FSS head of household and receive escrow funds.

When an FSS family moves to the jurisdiction of a receiving PHA that does not have an FSS program and the family may not continue participation in the FSS program, and modification of the FSS contract will allow the family to complete the contract and receive an escrow disbursement or terminate the contract with escrow disbursement.

5-II.D. COMPLETION OF THE CONTRACT

By regulation, the contract of participation is considered to be completed when the head of household is employed and the FSS family has fulfilled all of its obligations under the contract of participation, including all family members' ITSPs, on or before the expiration of the contract term, including any extension thereof.

Policies on verifying completion of the contract of participation can be found in Section 6-I.C. of this action plan.

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5-II.E. TRANSITIONAL SUPPORTIVE SERVICE ASSISTANCE

Even after a family has completed the contract of participation, DHA may continue to offer appropriate FSS supportive services to a former completed FSS family. If the family still resides in HCV, these supportive services would be offered for becoming self- sufficient. If the family no longer resides in HCV, these supportive services would be offered for becoming self-sufficient or remaining self-sufficient. Transitional services for families who no longer reside in HCV, may only be offered using sources that are not HUD funds or HUD restricted funds [24 CFR 984.303(j)].

DHA Policy

DHA will continue to offer supportive services to a former FSS family who has completed its contract of participation.

5-II.F. TERMINATION OF THE CONTRACT

Termination of the Contract with Escrow Distribution [24 CFR 984.303(k)]

The contract of participation will be terminated with escrow distribution before the expiration of the contract term, during any extension of the contract, or at end of the term of the contract if all obligations under such have not been met, when:

- Services that DHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable, as described in Section 5-II.H. of this Action Plan. This type of termination is also referred to as "nullification" in the FSS regulations at 24 CFR 984.

- The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless DHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family; or

- An FSS family in good standing moves outside the jurisdiction of DHA (in accordance with portability requirements at 24 CFR 982.353) for good cause and continuation of the CoP after the move or completion of the CoP prior to the move is not possible. DHA must be consistent in their determinations of whether a family has good cause for a termination with FSS escrow disbursement.

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Termination of the Contract without Escrow Distribution [24 CFR 984.303(h)]

The contract of participation may be terminated before the expiration of the contract term and any extension of the contract by the following:

- Mutual consent of the parties
- Failure of the FSS family to meet its obligations under the contract of participation without good cause, including in a HCV FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of DHA
- The family's withdrawal from the FSS program
- Such other act as is deemed inconsistent with the purpose of the FSS program
- Operation of law

DHA Policy

The CoP will be terminated before the expiration of the contract term, and any extension thereof, for any of the following reasons

Mutual consent of the parties.

Family's withdrawal from the FSS program.

Failure of the FSS family to meet its obligations under the contract of participation without good cause. *Good cause* for the purposes of the FSS program is also defined in Section 5-I.D. of this Action Plan.

Such other act as is deemed inconsistent with the purpose of the FSS program. Operation of law.

The head of the FSS family becomes permanently disabled and other family members will not participate in FSS as the head of the FSS family.

In a HCV FSS program, failure to comply with the contract requirements because the family has moved outside the jurisdiction of DHA under portability without continued FSS participation.

If the FSS family faces termination due to failing to meet, without good cause, its obligations under the CoP, DHA will follow the relevant policy specified in Section 5-I.D. of this action plan.

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Note: If the family is unable to meet the requirements of the contract of participation because essential services are not available, the contract tis *nullified,* not terminated.

In addition, the` contract of participation is automatically terminated if the family's HCV assistance is terminated in accordance with HUD requirements [24 CFR 984.303(h)].

5-II.G. OPTION TO WITHHOLD SUPPORTIVE SERVICE [24 CFR 984.303(b)(5)(i)]

As touched upon in Section 5-I.D. of this action plan, DHA has the option to withhold supportive services or the FSS family's participation in the FSS program if DHA determines that the FSS family has failed to comply without good cause with the requirements of the contract of participation.

DHA is not permitted to terminate HCV assistance to a family due to the family's failure to meet its obligations under the contract of participation [24 CFR 984.101(d)].

5-II.H. DHA OBLIGATION TO MAKE GOOD FAITH EFFORT TO REPLACE UNAVAILABLE SUPPORT SERVICES [24 CFR 984.303(e)]

DHA must make an extensive good faith effort to replace services that community agencies either cannot or will not provide. If all of the steps below are exhausted without the provision of an integral service, the contract of participation can be ended ahead of time as a result.
This, however, should only occur as a last resort. DHA good faith effort must be demonstrated by taking the following steps:

- If a social service agency fails to deliver the supportive services pledged under an FSS family member's individual training and services plan (ITSP), DHA must make a good faith effort to obtain these services from another agency.

- If DHA is unable to obtain the services from another agency, DHA must reassess the family member's needs and determine whether other available services would achieve the same purpose.

- If other available services would not achieve the same purpose, DHA shall determine whether the unavailable services are integral to the FSS family's advancement or progress toward self-sufficiency.

- If the unavailable services are not integral to the FSS family's advancement toward self-sufficiency, DHA must revise the ITSP, delete these services, and modify the contract of participation to remove any obligation on the part of the FSS family to accept the unavailable services.

- If the unavailable services *are* determined to be integral to the FSS family's advancement toward self-sufficiency (which may be the case if the affected family member is the head of the FSS family), DHA shall terminate the contract of participation and follow the requirements in Section 5-II.F. of this Action Plan.

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Termination of the contract of participation based on unavailability of supportive services shall never be grounds for termination of HCV or public housing assistance.

5-II.I. GRIEVANCE PROCEDURES

When adverse action is taken by DHA against a family, DHA is required to provide a grievance hearing in the public housing program, or an informal hearing in the HCV program [24 CFR 966 subpart B, 24 CFR 982.554].

According to regulatory requirements, the FSS action plan must contain the grievance and hearing procedures available for FSS families against whom DHA has taken adverse action with regards to FSS [24 CFR 984.201(d)(9)].

DHA Policy

The grievance and informal hearing procedures for the FSS program will be the same as the grievance and hearing procedures adopted for the HCV programs in DHA's administrative plan, respectively (See pages 87-90)

Adverse actions taken within the FSS program include: Denial of

admission into the FSS program Denial of request for supportive

services Denial of request to change the ITSP

Denial of request to change the head of household

Denial of request for interim disbursement of the escrow account Denial of request to

complete the CoP

Denial of a request for extension to the FSS CoP

Denial of request for final distribution of escrow account Withholding of support

services

Termination of the FSS CoP

Denial of request for termination with escrow Denial of transitional

services

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CHAPTER 6: ESCROW ACCOUNT

INTRODUCTION

The establishment of an escrow account is offered as a support and financial incentive to families for participation in the FSS program. Generally, under this incentive, the amount of an increase in family rent resulting from an increase in earned income is escrowed. That is, usually a family's rent or share of the rent goes up when the family experiences an increase in earned income. In the FSS program, this is still the case, and the part of the rent representing the increase is deposited into an account as an escrow credit. The funds from this escrow account then become available to FSS families upon successful completion of their contracts of participation and may become available earlier at the housing authority's option.

This chapter explains how the FSS escrow account works, including calculating the amount of the escrow credit, disbursing the funds, and the proper way for the DHA to manage and report on the account.

This chapter contains two parts:

Part I: The Escrow Account: This part provides an overview of how the escrow account works, including calculating the escrow credit and disbursing the funds upon completion of the contract of participation.

Part II: Escrow Fund Accounting and Reporting: This part describes the requirements for managing the escrow account, including both accounting and reporting requirements.

PART I: THE ESCROW ACCOUNT 6-I.A.

OVERVIEW

As an integral incentive to the FSS program, it is especially important to have clear-cut policy spelling out how the escrow account works. This includes policy regarding the calculation of the FSS credit amount, the disbursement of FSS account funds, the use of account funds for homeownership, and forfeiture of the FSS escrow account.

6-I.B. CALCULATING THE FSS CREDIT AMOUNT

Determination of Baseline Annual Earned Income and Baseline Monthly Rent

When determining the family's baseline annual earned income and the baseline monthly rent amounts for purposes of computing the FSS escrow credit, DHA must use the amounts on the family's most recent income reexamination in effect.

For purposes of determining the FSS credit, baseline monthly rent for families paying an income- based rent is the family's Total Tenant Payment (TTP) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract.

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Determination of the Escrow Credit

To calculate the FSS credit, DHA must accurately determine the family's baseline earned income and baseline monthly rent and compare those figures with the family's current earned income and current monthly rent. The FSS credit is the lesser of 30 percent of one-twelfth or

2.5 percent of the amount by which the family's current annual earned income exceeds the family's baseline annual earned income; or the increase in the family's monthly rent. The increase in the family's monthly rent is the lower of either the amount by which the family's current monthly rent exceeds the family's baseline monthly rent, or for HCV families, the difference between the baseline monthly rent and the current gross rent (*i.e.*, rent to owner plus any utility allowance) or the payment standard, whichever is lower [24 CFR 984.305(b)(2)].

Determination of Escrow Credit for Families Who Are Not Low Income

FSS families who are not low-income families are not entitled to any FSS credit [24 CFR 984.305(b)(2)].

Increases in FSS Family Income [24 CFR 984.304]

As described in the FSS credit calculations above, any increases in family earned income resulting in increases in family rent are deposited in the escrow account. For this reason, and because of the nature of the FSS account, any increase in the earned income of an FSS family during its participation in an FSS program may not be considered as income or an asset for purposes of eligibility of the FSS family for other benefits, or amount of benefits payable to the FSS family, under any other program administered by HUD.

Cessation of FSS Credit [24 CFR 984.305(b)(4)]

DHA will not make any additional credits to the FSS family's FSS account when the family has completed the contract of participation, when the contract of participation is terminated, when the family is not low-income, or during the time a HCV family is in the process of moving to a new unit.

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6-I.C. DISBURSEMENT OF FSS ACCOUNT FUNDS

Disbursement Before Completion of Contract

DHA may at its sole option disburse FSS account funds before completion of the contract if the family needs a portion of the funds for purposes consistent with the contract of participation and DHA determines that the FSS family has fulfilled certain interim goals established in the contract of participation. These interim disbursements could include using the funds to assist the family in meeting expenses related to completion of higher education (e.g., college, graduate school) or job training, or to meet start-up expenses involved in creation of a small business [24 984.305(c)(2)(ii)].

DHA Policy

DHA will not disburse a portion of the FSS escrow account funds before completion of the CoP.

Disbursement at Completion of Contract [24 CFR 984.305(c)(1) and 24 984.305(c)(2)(i)]

When the contract has been completed, at or before the expiration date, according to regulation, the amount in the FSS account in excess of any amount the FSS family owes to DHA will be paid to the head of the FSS family. To receive the disbursement, the head of the FSS family must submit a certification (as defined in 24 CFR 984.103) to DHA at the time of contract completion that, to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance.

Disbursement at Contract Termination [24 CFR 984.305(c)(3)]

DHA must disburse to the family its FSS escrow account funds in excess of any amount owed to DHA when the contract has been terminated in certain circumstances. These circumstances include services are not available to the family that DHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency, when the head of the FSS family becomes permanently disabled and unable to work during the period of the contract (unless DHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family), or when an FSS family moves outside the jurisdiction of DHA and continuation of the CoP after the move is not possible according to the regulations. In circumstances where a family is not able to continue in FSS after the move, it is also possible for DHA and the family to determine if the contract can be modified to make completion and receipt of the escrow monies, possible. DHA must be consistent in their determinations of whether a family has good cause for a termination with FSS escrow disbursement.

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Verification of Family Certification at Disbursement

DHA must verify that the family has met the requirements of either interim and final, or termination of contract with escrow. Disbursement at contract termination only occurs if the family circumstances involve an integral missing service, the disability of the FSS head of household, or an FSS family porting out of the jurisdiction of DHA and HUD regulations do not allow continuation of the FSS contract. In each of these circumstances, it follows that DHA may require verification for the completion of interim goals or the contract of participation.

At final disbursement of the FSS account funds to the family, DHA must verify that the FSS family is no longer a recipient of welfare assistance by requesting copies of any documents which may indicate whether the family is receiving any welfare assistance, and by contacting welfare agencies [24 CFR 984.305(c)(4)].

HUD provides verification guidance in Notice PIH 2018-18. This guidance is mandatory for the HCV and public housing programs. DHA's Administrative Plan or ACOP must contain verification policies following the hierarchy in this notice. The policies contained in DHA's ACOP and Administrative Plan cover verification policies related to the FSS program in general. However, determining the need for interim disbursements may require more clarification as to what constitutes an acceptable third-party source.

DHA Policy

DHA will require verification that the FSS family has completed certain interim goals, has completed the contract of participation, has met the requirements for termination with disbursement of escrow and that the FSS family is no longer a recipient of welfare assistance, as relevant, before making interim and final disbursements.

DHA will follow HUD's verification hierarchy set forth in Notice PIH 2018-18 to make these verifications, including the guidance therein regarding documentation. However, DHA will use a *knowledgeable professional* as a third-party source to verify the need for interim disbursements.

Succession to FSS Account [24 CFR 984.305(d)]

FSS account funds should be disbursed to the head of the FSS family. However, if the head of the FSS family no longer resides with the other family members in HCV, the remaining members of the FSS family, after consultation with DHA, have the right to designate another family member to receive the funds.

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6-I.D. USE OF FSS ACCOUNT FUNDS FOR HOMEOWNERSHIP

According to regulation, a HCV or public housing FSS family may use their final distribution of FSS account funds for the purchase of a home, including the purchase of a home under one of HUD's homeownership programs, or other federal, state, or local homeownership programs, unless the use is prohibited by the statute or regulations governing the particular homeownership program [24 CFR 984.305(e)].

Homeownership is just one option for use of the FSS account funds. DHA may not restrict the use of escrow funds at contract completion [Notice PIH 93-24, C-13].

6-I.E. USE OF FORFEITURE OF FSS ACCOUNT FUNDS

Amounts in the FSS account will be forfeited when the contract of participation is terminated without escrow disbursement, or when the contract of participation is completed by the family (see Section 5-II.D. of this action plan) but the FSS family is receiving welfare assistance at the time of expiration of the term of the contract of participation, including any contract extension [24 CFR 984.305(f)(1)].

Use of forfeited escrow accounts is described in detail in Section 3-I.F. of this FSS Action Plan.

Treatment of Forfeited FSS Account Funds

FSS escrow account funds forfeited by the FSS family must be used by DHA for the benefit of the FSS participants. These funds may only be used for support for FSS participants in good standing. These supports include transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the CoP; or training for FSS Program Coordinator(s). Forfeited FSS escrow accounts may not be used for salary and fringe benefits of FSS Program Coordinators, general administrative costs of the FSS program, for housing assistance payments (HAP) expenses or public housing operating funds.

PART II: ESCROW FUND ACCOUNTING AND REPORTING 6-

II.A. OVERVIEW

Regulations set forth specific requirements involving the accounting and reporting for the FSS escrow account. This part describes those requirements and DHA policy necessary for managing the account from DHA perspective.

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6-II.B. ACCOUNTING FOR FSS ACCOUNT FUNDS

When establishing FSS escrow accounts, DHA must deposit the FSS account funds of all families participating in DHA's FSS program into a single depository account for each (HCV) program. These funds are determined at each reexamination after the effective date of the contract and must be deposited each month to each family's subsidiary line item in the DHA escrow account. In addition, the funds held in this account must be invested in one or more of the HUD-approved investments [24 CFR 984.305].

Crediting the Escrow Account [24 CFR 984.305(a)(2)(i)]

The total of the combined FSS account funds will be supported in DHA accounting records by a subsidiary ledger showing the balance applicable to each FSS family. During the term of the contract of participation, DHA must credit the amount of the FSS credit (see Section 6-I.B.) to each family's FSS account every month.

Proration of Investment Income [24 CFR 984.305(a)(2)(ii)]

Because the FSS account funds are to be invested, the investment income for those funds in the FSS account will also need to be credited to each family's account subsidiary line item. By regulation, these funds are to be prorated and credited to each family's FSS account based on the balance in each family's FSS account at the end of the period for which the investment income is credited.

DHA Policy

Annually full amount of the investment income for funds in the HCV FSS account will be prorated and credited to each family's subsidiary line item.

Reduction of Amounts Due by FSS Family [24 CFR 984.305(a)(2)(iii)]

If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the public housing or HCV lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to DHA in the HCV FSS program) at the time of final disbursement of FSS escrow funds. If the FSS family has underreported income after the baseline annual income is set, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

If the FSS family is found to have under-reported income in the reexamination used to set the baseline, the escrow for the entire period of the CoP will be recalculated using the correct income to set the baseline and then calculate subsequent escrow amounts.

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6-II.C. REPORTING ON THE FSS ACCOUNT

DHA must make a report, at least once annually, to each FSS family on the status of the family's FSS account.

At a minimum, the report must include [24 CFR 984.305(a)(3)]:

- The balance at the beginning of the reporting period
- The amount of the family's escrow payment that was credited to the FSS account, during the reporting period
- Any deductions made from the account for amounts due DHA before interest is distributed
- The amount of interest earned on the account during the year
- The total in the account at the end of the reporting period

DHA Policy

DHA will provide FSS participants an annual statement on the status of their FSS escrow account.

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CHATPER 7: PORTABILITY IN HCV FSS PROGRAMS

INTRODUCTION

PHAs operating HCV FSS programs must be familiar with the rules and regulations regarding se under the HCV program. As with the case of portability in the HCV

program in general, the FSS family may move outside the initial PHA jurisdiction under portability procedures after the first 12 months of the FSS contract of participation [24 CFR 984.306].

In the event that an FSS family chooses to exercise portability, certain special requirements regarding the FSS program would apply. This chapter describes the obligations of the initial PHA, the receiving PHA, and the FSS family under portability, in addition to any special stipulations regarding portability in the FSS context.

This chapter contains two parts:

Part I: Portability in the FSS Program: This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

Part II: The Effects of Portability on FSS Regulations and Policy: This part describes the specific ways in which portability affects different aspects of the FSS program, including the escrow account, program termination, loss of the FSS account, and termination of HCV program assistance.

PART I: PORTABILITY IN THE FSS PROGRAM 7-I.A.

OVERVIEW

Portability is a statutory feature of the HCV program—it is included in the law. As such, PHAs operating an HCV FSS program need to understand the effects that portability will have on HCV FSS families and program operation. This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

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7-I.B. DEFINITIONS

For the purposes of portability with regards to the FSS program, the following definitions will be used [24 CFR 982.4, 24 CFR 984.306].

- *Initial PHA* means both:

  1. A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

  2. A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

- *Receiving PHA* means a PHA that receives a family selected for participation in the tenant- based program of another PHA. The receiving PHA either absorbs the family into its program, including issuing a voucher and providing rental assistance to the family, or bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher.

- *Relocating FSS Family* refers to an FSS family that moves from the jurisdiction of a PHA at least 12 months after signing its contract of participation.

7-I.C. RESIDENCY REQUIREMENTS

Families participating in a HCV FSS program are required to lease an assisted unit within the jurisdiction of the PHA that selected the family for the FSS program for a minimum period of 12 months after the effective date of the contract of participation. However, the initial PHA may approve a family's request to move outside its jurisdiction under portability during this period if the move is in accordance with the regulations at 24 CFR 982.353 [24 CFR 984.306(a)(1)].

DHA Policy

DHA will approve a family's request to move outside its jurisdiction under portability during the first 12 months after the effective date of the contract of participation if the move is in accordance with the regulations for such moves at 24 CFR 982.353.

After the first 12 months of the FSS contract of participation, the FSS family may move outside the initial PHA jurisdiction under portability procedures regardless of PHA approval [24 CFR 984.306(a)(2)].

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7-I.D. PORTABILITY REQUIREMENTS FOR FSS PARTICIPANTS

Receiving PHA Administers an FSS Program [24 CFR 984.306(b)]

Whether the receiving PHA bills the initial PHA or absorbs the FSS family into its HCV program, the receiving PHA must enroll an FSS family in good standing in its FSS program. However, if the receiving PHA is already serving the number of FSS families identified in its FSS Action Plan and determines that it does not have the resources to manage the FSS contract or the receiving PHA, the initial PHA may agree to the FSS family's continued participation in the initial PHA's FSS program. Prior to the PHAs agreeing to the continued participation, the initial PHA must determine that the relocating FSS family has demonstrated that, notwithstanding the move, it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.

DHA Policy

DHA, as the initial housing authority, will agree to the participant's continued participation in their FSS program so long as the relocating family has demonstrated, with the assistance of the FSS Coordinator, that it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.

Where continued FSS participation is not possible, the initial PHA **must** clearly discuss the options that may be available to the family. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement in accordance with 24 CFR 984.303(k)(1)(iii), or termination of the FSS contract and forfeiture of escrow.

DHA Policy

DHA will clearly discuss the options that are available to the family where continued FSS participation is not possible. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

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Receiving PHA Does Not Administer an FSS Program [24 CFR 984.306(c)]

If the receiving PHA does not administer an FSS program, the FSS family may not continue participation in the FSS program. The initial PHA must clearly discuss the options that may be available to the family. These may include, but are not limited to, modification of the FSS contract, locating a receiving PHA that administers an FSS program, termination of the FSS contract with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

DHA Policy

DHA will, as stated above, clearly discuss the options that may be available to the family where continued FSS participation is not possible. Depending on the family's contract specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement in accordance with 24 CFR 984.303(k)(1)(iii), or termination of the FSS contract and forfeiture of escrow.

Single Contract of Participation

If the FSS family enrolls in the receiving PHA's FSS program, the receiving PHA will enter a new contract with the FSS family for the term remaining on the contract with the initial PHA. The initial PHA will end its contract with the family.

If the FSS family remains in the FSS program of the initial PHA, pursuant to this section, the contract executed by the initial PHA will remain as the contract in place.

Termination of FSS contract and Forfeiture of Escrow Account [984.306(e)]

If an FSS family relocates to another jurisdiction and is unable to fulfill its obligations under the contract, including any modifications, the PHA, which is a party to the contract, **must terminate the FSS family from the FSS program**. The family's FSS escrow account will be forfeited.

Termination of FSS program participation and forfeiture of FSS escrow must be used only as a last resort after the PHA determines, in consultation with the family, that the family would be unable to fulfill its obligations under the contract after the move, that locating another receiving housing authority with a FSS program is not possible, that the current contract cannot be modified to allow for completion prior to porting, and that the current contract cannot be terminated with FSS escrow disbursement. When termination is the only option, the PHA must clearly notify the family that the move will result in the loss of escrow funds. The PHA must follow its policy for clearly notifying the FSS family of the forfeiture.

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7-I.E. NEW FSS ENROLLMENT INTO RECEIVING PHA'S FSS PROGRAM

Administering and Billing of the Voucher

If the receiving PHA bills the initial PHA, the receiving PHA may, consistent with the receiving PHA's FSS enrollment policies, enroll a family that was not an FSS participant at the initial PHA into its FSS program, but only if the initial PHA manages an FSS program and agrees to such enrollment. If the receiving PHA bills the initial PHA, but the initial PHA does not manage an FSS program, the family may not enroll in the receiving PHA's FSS program.

DHA Policy

The PHA will clearly discuss the options that are available to the family where continued FSS participation is not possible. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

Absorption of the Voucher

If the receiving PHA absorbs the family into its HCV program, the receiving PHA may, consistent with the receiving PHA's FSS enrollment policies, enroll a family that was not an FSS participant at the initial PHA into its FSS program.

PART II: REPORTING 7-II.A.

OVERVIEW

Each PHA that carries out an FSS program shall submit to HUD, in the form prescribed by HUD, a report regarding its FSS program.

7-II.B. CONTENTS OF THE FSS REPORT [24 CFR 984.401]

The report submitted to HUD must include a description of the activities carried out in the FSS program; a description of the effectiveness of the program in assisting families to achieve economic independence and self-sufficiency, including the number of families enrolled and graduated and the number of established escrow accounts and positive escrow balances; a description of the effectiveness of the program in coordinating resources of communities to assist families to achieve economic independence and self-sufficiency; and any recommendations by the PHA or the appropriate local Program Coordinating Committee for legislative or administrative action that would improve the FSS program and ensure the effectiveness of the program.

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7-II.C. FAMILY SELF-SUFFICIENCY GRANT PROGRAM REVIEW
PHA SELF- ASSESSMENT

HUD provides a detailed checklist for PHAs to conduct their own self-assessment of their FSS program. The form is administered by the local field office and allows each PHA to gather concrete and comprehensive data covering aspects of the program from FSS Action Plans and Composite Scores through FSS program size, participants, and graduations to reductions in FSS grants and current Memoranda of Agreement with community partners. The detailed example of the FSS Self-Assessment is available at HUD's FSS Resource page, which can be located by searching "HUD FSS" on any browser.

Addendum #2

Dallas Housing Authority

Section 8 Programs

HUD Veterans Affairs Supportive Housing (VASH) Program

Addendum#2

HUD - Veterans Affairs Supportive Housing (VASH) Program

Introduction

The U.S. Department of Housing and Urban Development (HUD) has long encouraged the use of Section 8 housing assistance as a tool to enable individuals and Families to become self- sufficient The Department of Veterans Affairs (VA) has a strong commitment to providing quality care services to homeless veterans who have psychiatric or medical disabilities. In 1991, HUD and the VA entered into a cooperative venture in which HUD would offer "set-aside" Vouchers to the VA that would provide intensive case management services to homeless veterans who have psychiatric disabilities. This venture is known as the HUD/VASH Program. The Dallas Housing Authority (DHA) has received twenty-seven (27) one-bedroom housing vouchers for this program.

The strength of the VASH case management program is a formalized consortium of VA homeless programs called the VA Comprehensive Homeless Center (CHC). These programs have formally agreed to specify their commitment to working together to address the problems of homeless veterans in the Dallas Veterans Administration Medical Center (VAMC) catchments area of operation.

This addendum to the Administrative Plan for the Section 8 Housing Choice Voucher Program describes the VASH program. The administration of the VASH Rental Vouchers will follow the Administrative Plan. The primary difference will be that twenty-seven (27) vouchers are specifically available to homeless veterans.

The initial goals of the VASH program are to help fifty percent (50%) of the individuals participating in the program to attain employment or job training: All of the individuals will successfully complete a residential program .and will be involved in a case management treatment plan. In addition, seventy-five (75%) of the individuals will be capable of paying
thirty percent (30%) of their rent. The ultimate goal is to assist participants to function with little or no assistance,

Section I. Needs and Objectives

One of the primary causes of homelessness is the lack of affordable housing. In addition, homeless individuals also have a high incidence of psychiatric and substance abuse disorders. These psychiatric impairments often result in an individual not having the skills needed to retain and maintain housing on a permanent basis. The VASH program addresses both of these issues.

The VASH program will subsidize homeless veterans to the point where they can afford housing without Section 8 assistance, but this is not a requirement. If a veteran is considered stable, but still needs the Section 8 assistance, the housing subsidy will continue. An individual will lose their assistance if he/she violates DHA policies regarding

participation in the Section 8 Housing Choice Voucher Program.

A. General Characteristics of Homeless Veterans

On any given night in Dallas, there are an estimated 2,000 homeless individuals residing in night shelters, transitional living units, doubled up with relatives or friends, or "living" in cars and abandoned buildings. Studies show that thirty to fifty percent of homeless men are veterans and are also eligible for VA services. The majority of these men are in their 40's and are Vietnam Era veterans. Sixty percent of these veterans have alcohol problems and another fourteen percent (14%) have substance abuse (drug) problems. Of these veterans, forty-two percent (42%) are Caucasian, forty-three percent (43%) are African-American, and the remainder are Hispanic or Native American.

A common characteristic of all the homeless veterans is the length of time spent without. a fixed nighttime residence. The majority has been homeless for six to twelve months with brief stays in night shelters or transitional housing programs.

The reasons most often cited for the causes of homelessness include the following:

1. Chemical abuse (including alcohol);
2. Mental/emotional problems;
3. Unemployment;
4. Lack of financial resources;
5. No Family support (due to violence, dysfunction, etc.);
6. Physical/health problems;
7. Divorce/separation; and
8. Institutionalization in a prison or hospital.

B. Needs

The most recognized needs of homeless veterans include:

1. Employment training;
2. Assistance with job search;
3. Legal assistance
4. Affordable permanent housing;
5. Financial assistance in obtaining documentation;

6. Psychological services;

7. Health care for acute illness and routine preventative care; and

8. Substance abuse treatment.

C. Objectives

The overall objective of the VASH Program is to provide services to homeless veterans that will give them the opportunity and skills to become self-sufficient and end the cycle of homelessness. The Section 8 Housing Choice Voucher Program Vouchers will provide the housing component that will allow these individuals to participate in an intensive case management process intended to assist in stabilizing their lives. The VASH case management program will provide these services for a minimum of one year and up to five years.

Section II. Eligibility and Applications_Veterans eligible-for the VASH Program:

A. Must have been homeless, in a shelter or on the street, a minimum of thirty (30) days prior to identification by a VA outreach clinician.

B. Must have a psychiatric or substance abuse disorder; or

C. Must have successfully completed a residential treatment program, i.e., Homeless Domiciliary program, Homeless Chronically Mentally Ill (HCMI) program.

If an individual has a past history of criminal activity, or substance abuse is preventing stabilization, the individual must show a willingness to be rehabilitated. Some evidence of motivation to change must be present. Individuals who have a felony conviction within the past five years will be ineligible for the program.

Potential clients will be screened and referred by the VA Comprehensive Homeless Center programs to VA case managers assigned to the VASH Program. These case managers will conduct an in-depth assessment of the potential client and present that case to the CHC screening committee. Members of the CHC Clinical Council will decide if the client is a candidate to receive Section 8 assistance, and, if approved, will be assigned to a VASH case manager. The Clinical Council of the CHC is comprised of program directors of the various VA homeless programs. The Clinical Council meets on the 1st and 3rd Thursday of every month and will review applications for admission to the VASH Program and provide or suggest resources to meet the diverse needs of program clients. Any Clinical Council member may present potential candidates for the program. Only individuals approved by CHC Clinical Council members are program eligible. All referrals must qualify and be eligible for Section 8 assistance as per DHA Administrative Plan for the Housing Choice Voucher Program.

VASH case managers will refer veteran clients to the Dallas Housing Authority's

Applications and Assignments division to apply for a Section 8 Housing Choice Voucher. At the time of

referral, the VASH case manager will ensure that the veteran has all documentation necessary to complete the application.

Section III. Case Management and Program Participation Contract

Once a candidate is accepted for the program, the individual will be assigned to one of two VASH clinicians providing case management services. The VASH case manager will be responsible for developing a contract and written treatment plan which outlines the client's rehabilitation and responsibilities. The VASH case manager will be responsible for implementation of the treatment plan. The case manager provides ongoing monitoring in conjunction with programs of the CHC.

Case managers will advocate for their clients and present an accurate assessment of needs. Case managers, on a regular basis, will present problems and needs of clients to the Director of the Dallas VA Comprehensive Homeless Center. Clinical Council members have the authority to commit their program's resources in order to respond to problems or meet needs that are presented.

Section IV. Applicability of DHA Section 8 Housing Choice Voucher Program Administrative

DHA Section 8 Housing Choice Voucher Program Administrative Plan's operational directives regarding DHA Section 8 Housing Choice Voucher Program are applicable to VASH participants with the exception of twenty-seven (27) vouchers that are set aside specifically for VASH referrals. Other individuals on DHA Section 8 Housing Choice Voucher Program will not use these Vouchers unless VASH does not make a sufficient number of eligible referrals to fully utilize the vouchers.

Section V. Program Evaluation and Monitoring

The VA Clinical Council of the CHC is responsible for directing and monitoring the local HUD- VASH Program. This includes local program review and assessment, effectiveness of resource development, community education, and related issues. Their case managers will report clients' progress.

Addendum #3

Dallas Housing Authority

Section 8 Programs

Family Unification Program

Addendum 3: Family Unification Program

The Family Unification Program (FUP) is a service offered through DHA's Housing Choice Voucher Program. FUP refers to a housing voucher that is intended to promote Family unification by providing housing assistance to Families for whom the lack of adequate housing is a primary factor in the separation, or imminent separation, of children from their Families. DHA has been awarded funds to designate a certain number of assigned vouchers for use in this specific program.

Under FUP, housing assistance is provided in partnership with Public Child Welfare Agencies (PCWAs) to two groups:

1. Families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care; and
2. Youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday) who left foster care, or will leave foster care within 90 days, in accordance with a transition plan[15], and are homeless or are at risk of becoming homeless at age 16 or older.[16]

Administration of DHA's FUP vouchers will follow the Administrative Plan for the Section 8 Housing Choice Voucher Program. The primary difference will be that vouchers outlined in this addendum to the Administrative Plan are specifically available to Families for whom the Texas Department of Family and Protective Services (TDFPS)[17] has determined the lack of adequate housing is a primary factor in the imminent placement of the Family's child(ren) in out-of-home care, or in the delay of discharge of a child(ren) to the Family from out-of-home care.

To effectively deliver this service, DHA has entered into a Memorandum of Understanding with TDFPS and Metro Dallas Homeless Alliance (our local continuum of care). The MOU is enclosed here in the pages that follow.

Addendum #4

Dallas Housing Authority

[15] As described in Section 475(5)(H) of the Social Security Act.

[16] As required by statute, a FUP voucher issued to such a youth may only be used to provide housing assistance for the youth for a maximum of 36 months.

[17] The Public Child Welfare Agency (PCWA) for this area is the Texas Department of Family and Protective Services (TDFPS).

Section 8 Programs

Preservation Program

Addendum # 4
Preservation Program

Introduction

Over past years and subject to the availability of appropriations, the U.S. Department of Housing and Urban Development (HUD) has provided Section 8 tenant-based assistance in order to assist eligible Families that are affected by several different types of owner or HUD actions in HUD's Office of Multifamily Housing programs (collectively described as "Housing Conversion Actions"). These actions are owner opt-outs of Section 8 project-based contracts; owner prepayment of the mortgage or voluntary termination of the mortgage insurance of a preservation eligible property (preservation prepayments); HUD enforcement actions against the owner, including termination or non-renewal of a Section 8 project-based housing assistance payments (HAP) contract; and HUD property disposition activities. DHA, as an administrator of the Housing Choice Voucher Program, is subject to request by HUD to take the appropriate action to administer vouchers to assist affected Families as well as manage the process related to securing on-going housing assistance and preserving affordable housing for low-income individuals.

Once the activities under the conversion ensue, upon initiation by HUD, DHA will be asked to administer the vouchers. DHA will receive a special allocation of vouchers on behalf of the affected Families. The number of vouchers allocated under this program is four hundred thirty- five (435).

Section I. Needs and Objectives

Low income Families residing in properties secured by a HUD mortgage or receiving HUD funding at the point of conversion are subject to be displaced if other HUD assistance is 110! . made available. HUD will endeavor to contract with a housing agency to provide services in order to have a seamless process in continuing housing assistance. The objective of the housing authority is to ensure all eligible Families affected are provided access to decent safe and affordable housing of their choice that may include continued occupancy at the property.

Section II. Housing Conversion Actions

The following actions constitute the Housing Conversion Actions.

A. Preservation prepayment

Preservation pre-payment is where the owner prepays the mortgage or voluntarily terminates the mortgage insurance.

In the case of preservation prepayments, HUD provides enhanced tenant based rental assistance (also known as preservation tenant based assistance) as provided in Congress' appropriation acts. Enhanced tenant based rental assistance differs from regular Section 8 tenant based assistance in two

major respects - the law requires that the Family continue to contribute toward rent at least the amount the Family was paying for rent on the date of the prepayment, and the law substituted the use of a higher "enhanced" payment standard or fair market rent in cases where the family wished to stay in the unit (if the owner's new gross rent after the prepayment exceeded the normally applicable payment standard or fair market rent). The enhanced feature of the voucher ends when the family moves from the subsidized property and the Voucher becomes a regular Section 8 housing choice voucher.

B. Opt-outs

Opt-out refers to a conversion action where an owner chooses to opt-out of certain programs by not renewing an expiring Section 8 or Section 23 project-based contract.

C. HUD Enforcement Actions

HUD enforcement actions are where HUD is either terminating the Section 8 project-based HAP contract or not offering the owner the option to renew an expiring HAP contract due to an owner's failure to comply with the terms of the HAP contract.

Section III. Eligibility and Application

DHA shall conduct an on-site briefing to be attended by each affected Family to advise them of the HUD regulations and program guidelines; and expected processes. DHA in its determination of eligibility inputs the application on its Section 8 waiting list. However, Families are admitted to the program under a special admission and are not subject to the normal waiting period. In general, all regular Section 8 housing choice voucher program rules, regulations, and directives apply to special admission vouchers made available for Families as the result of housing conversion actions.

Section IV. Designation of Preservation Families

DHA differentiates Families participating in this program from those participating in the Section 8 Housing Choice Voucher program by its coding of record data (housing program code) at the receipt of the acceptance of the administrative duties from HUD and in its file maintenance after initial leasing. DHA assigns a specially designated HAP number for tracking. Client folders under this program are color coded for this program.

Section V. Special Rent Calculations

A. Pre-pay

DHA uses specific dollar amount the Family was paying for rent on the effective date

of the eligibility event in determining the Family's enhanced voucher minimum rent.

However, in cases where the Family subsequently suffers a significant decrease in family income, DHA changes the method for calculating the Family's enhanced voucher minimum rent. For Families who were previously assisted, the Family's new enhanced voucher minimum rent is the greater of (1) the percentage of monthly adjusted income actually paid by the family for rent on the effective date of the prepayment or (2) 3O percent of the Family's current adjusted monthly income.

B. Opt-Out

The tenant portion of rent will be calculated at 30 percent of the Family's current monthly-adjusted income; or 40 percent of the Family's monthly income; or if the Family is currently verified to have zero household income, DHA will use the minimum rent requirement, $50.00.

Addendum #5

Dallas Housing Authority

Section 8 Programs

Medicaid Waiver Program

Memorandum of Understanding
DHA - CoC
Addendum # 5

Medicaid Waiver Program

Introduction

The U.S. Department of Housing and Urban Development (HUD) has made vouchers available for persons participating in the Medicaid Home and Community Based Waiver Program. The use of housing choice vouchers in an assisted living facility will supplement the Medicaid Home and Community Based Waiver Program under Section 1915 (c) of the Social Security Act to pay for residential care. These waivers allow Medicaid-eligible individuals at risk of being placed in hospitals, nursing facilities or intermediate care facilities the-alternative of being cared for in their homes and communities. Furthermore, frail elderly individuals would be able to obtain supportive services in order to remain independent. These individuals are thereby assisted in preserving their independence and ties to family and friends at a cost no higher than that of institutional care.

DHA applied, pursuant to HUD's Notice of Funding Availability, for vouchers on a fair share allocation basis under the Housing Choice Voucher Program for fiscal years 2000, 2001, and 2002. Over the three years, DHA agreed to provide a total of seventy-two (72) vouchers to house voucher eligible, Disabled families covered by a waiver under Section 1915 (c) of the Social Security Act.

Section I. Needs and Objectives

Low-income disabled individuals are faced with added challenges in locating affordable housing. In addition, disabled individuals also are faced with finding solutions to issues related to their disability that is often exacerbated due to their housing needs. National policymakers recognized the need to find a preferable alternative to long-term institutional care for persons who have significant limitations in performing daily living activities. Lawmakers identified a program to provide Jong-term services to qualified individuals in noninstitutional settings by utilizing the Home and Community-Based Waivers. With approved waiver programs, states are authorized to cover a wide variety of nonmedical, social, and supportive services that have been shown to be critical in allowing persons to remain in the community. Thus, a program to serve individuals through waivers (1915 (c)) was established to allow states more flexibility in their long-term care programs, and to allow beneficiaries to receive health care in settings that are more comfortable for them. The Dallas Housing Authority (DHA) is committed to providing housing opportunities for Families that include a member with special needs. In support of this effort, DHA made known its desire to administer vouchers under HUD's fair share allocation to provide rental assistance for Families to live in assisted living facilities.

Section II. Eligibility and Applications

Housing under this program is provided to Families who are disabled and also covered under a waiver of Section 1915 (c) of the Social Security Act. Section 1915 (c) waivers are approved by the Health Care Financing Administration within the Department of Health and Human Services (HHS) for the agency within each state responsible for the administration of the Medicaid program. Eligible individuals must have the physical ability to live independently but need assistance with some activities of daily living. eligible resident must not require continuous medical or nursing care. Eligible housing includes residential care facilities, adult or congregate care facilities, assisted living facilities and shared housing facilities.

Section III. Outreach

DHA will conduct outreach to encourage eligible disabled families to apply. DHA may contact independent living centers, advocacy organizations-for Persons with Disabilities and medical, mental health, and social service providers for referrals of Persons with Disabilities who would benefit from housing choice voucher assistance. DHA may take applications on-site at a designated location to attract and assist the individuals who may be eligible for this program.

Section IV. Agency Responsibilities

A. Texas Department of Aging and Disability Services

The state agency responsible for the administration of the Medicaid program, Texas Department of Aging and Disability Services (DADS), formerly Texas Department of Human Services (TDHS), has entered into a Memorandum of Understanding (MOU} with DHA·. The state agency will identify individuals that meet the criteria to receive Medicaid waivers under Section 1915 (c), as outlined in the MQU, attached hereto as Exhibit A. The MOU may be modified as Federal and State laws are amended and as administrative processes are modified. Pursuant to the MOU, the state will review the list of names provided by DHA and confirm whether the persons whose name is submitted qualifies for a Medicaid waiver.

DADS will review the list, identify the individuals that are certified for a Medicaid waiver, and provide the information on the individual that will allow DHA to determine final eligibility for participation in the Medicaid Waiver program. If there are persons on DHA's list that have not been certified, DADS will conduct the review process necessary to determine eligibility for the waiver. The exchange of information will occur on a quarterly basis until all available housing assistance is exhausted.

All releases will be filed in individual case records.

B. DHA

DHA will require applicants for its housing choice voucher program to designate whether they are disabled and whether they are eligible for the Medicaid waiver. These designations will be recorded in the applicant records.

DHA will exchange information relative to the Medicaid Waiver Program, under the terms and conditions required by the state of Texas. The state of Texas has promulgated rules outlined in its Texas Administrative Code (Chapter 40 Section 71) that directs the conduct of agencies in handling confidential information such as Medical records. DHA will hold the information received from DADS as confidential.

On a quarterly basis, DHA will provide DADS with a list of 50 eligible disabled elderly persons selected from the Section 8 program waiting list and for each, a signed Medicaid Waiver Authorization For Release Of Information form, (DHA form #610-46) attached hereto as Exhibit B.

DHA will offer housing assistance to qualified applicants from its housing choice voucher waiting list at the point a voucher designated for this program becomes available.

Section V. Program Turnover and Monitoring

The Leased Housing Department will monitor the vouchers issued to Families under this program. When a voucher under this program becomes available for reissue (e.g., the Family initially selected for the program drops out of the program or is unsuccessful in the search for a unit), the voucher may be used only for the next eligible Family on the housing choice voucher waiting list.

Addendum #7

Dallas Housing Authority

Section 8 Programs

Project Based Programs

Addendum 7: Section 8 Project-Based Voucher Program

Section I: General

The Project-Based Voucher (PBV) Program is a component of DHA's Section 8 Housing Choice Voucher (HCV) Program. DHA administers the PBV program in accordance with federal regulations, 24 CFR Part 982 and CFR Part 983, under which the U.S. Department of Housing and Urban Development (HUD) allows public housing authorities to set aside a portion of their total Annual Contributions Contract (ACC) unit count for project-based voucher assistance.[18] This statement of Project-based Voucher Policy is an addendum to the HCV Administrative Plan.

Section II. Goal of the Project-Based Assistance Program

DHA's program goals are to expand the affordability of rental housing in DHA's jurisdiction for qualified households; make project-based rental subsidies accessible so qualified families can afford safe, decent, and sanitary housing; maintain full utilization of HUD allocated vouchers; and prevent the concentration of poverty.

It is the intention of DHA's Board of Commissioners that project-based vouchers be employed in the following ways:

1. Housing for homeless individuals and families, including Veterans assisted through the Veterans Affairs Supportive Housing (VASH) Program;
2. Housing for ex-offenders assimilating back into society;
3. Walker settlement agreement project-based housing (in an approved or agreed census tract);
4. Housing for elderly persons and people with disabilities;
5. Replacement of ACC public housing units; and
6. Assistance with development of affordable housing.

Section III: Small Area Fair Market Rent (SAFMR)

DHA is subject to small area fair market rents, or SAFMRs.[19] SAFMRs are FMRs calculated for ZIP Codes within Metropolitan Areas. Small Area FMRs are required to be used to set Section 8 Housing Choice Voucher payment standards in areas designated by HUD.
There is an exception to this rule for some of DHA's PBV units. PBV units for which a notice of owner selection was issued in accordance with 24 CFR 983.51(d) prior to June 8, 2011, are not be subject to the SAFMRs. Area-wide FMRs continue to apply to these PBV units, thus ensuring the viability of PBV projects that were in the development pipeline and had

[18] Before the Housing Opportunity through Modernization Act (HOTMA), the PBV cap was limited to 20 percent of budget authority. HOTMA changed the cap from budget authority to 20 percent of ACC unit count. HOTMA also authorized PHAs to request an additional 10 percent increase beyond the 20 percent ACC unit count (subject to eligible categories outlined in PIH Notice 2017-21 Appendix D).

[19] Federal Register Volume 75, Issue 191 (October 4, 2010). The October 4, 2010, notice provides that all public housing agencies (PHAs) in the 8-county Dallas, TX, are required to use SAFMRs for the voucher program.

obtained financing based on area-wide FMRs. However, any PBVs for which a notice-of-owner selection is issued after June 8, 2011 will be subject to the SAFMRs.[20]

DHA PBV projects that are not subject to SAFMRs include:

1. Buckeye Trail Commons I
2. Buckeye Trail Commons II
3. Lakewest Senior Housing I
4. Lakewest Senior Housing II
5. Roseland Gardens
6. Carpenters Point

Section IV. Advertisement Policy

DHA will advertise the availability of PBV assistance in accordance with HUD regulations, including notifying HUD. Advertisement will be placed in local newspapers of general circulation, including Dallas' largest newspaper; minority newspapers that are published in languages other than English; and on DHA's website. These efforts are intended to affirmatively further fair housing. The advertisement will run once a week for a period of two consecutive weeks. The advertisement will specify the number of vouchers available to be project-based, the type of units that will be considered for the project-based program, and the submission deadline.

All advertisements for the PBV program will contain a statement that participation requires compliance with Fair Housing and Equal Opportunity requirements, and that the provisions of the Fair Labor Standards Act and Contract Work Hours and Safety Standards Act, Section 3 of the Housing and Urban Development Act of 1968 and associated implementing regulations, and the federal equal employment opportunity requirements of Executive Order 11246 as amended, may be applicable for new construction and substantial rehabilitation properties. When developing nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay prevailing wage rates as required by the Davis-Bacon Wage Act to laborers and mechanics employed in development of the housing.

Section V. PHA-Owned Units and Independent Entities

DHA has adopted measures consistent with HUD regulations to utilize an independent entity to perform the HUD required functions for PBVs where DHA is the owner of the units.

Function	Applicable Program Services: Regulatory Basis
Review DHA's PBV selection process.	PBV: 24 CFR §983.51(e)
Provide DHA a letter stating that the PHA-owned units were appropriately selected based on the selection procedures specified in the DHA's Administrative Plan.	24 CFR 983.51(b)(2)
Establish PBV contract rents (initial rent and re-determined rent).	PBV: 24 CFR §983.59(b)(1) PBV: 24 CFR §983.301(g)

[20] Federal Register Volume 76, Issue 110 (June 8, 2011). PBV units for which a notice of owner selection was issued in accordance with 24 CFR 983.51(d) prior to June 8, 2011, will not be subject to the SAFMRs.

Provide written notice to DHA specifying the amount of re-determined rent.	
Determine rent reasonableness with regard to the initial contract rent and any adjustments to the contract rent.	PBV: 24 CFR §983.303(f)(1) HCV: 24 CFR §982.(b)(1)(iv)(A)(1)
Provide a copy of the rent reasonableness determination to DHA and the HUD field office where the project is located.	PBV: 24 CFR §983.303(f)(2)
Notify DHA and the family of the rent reasonableness determination.	HCV: 24 CFR §982.352(b)(1)(iv)(A)(1)
Assist the family in negotiating the rent with the owner.	PBV: 24 CFR §982.352(b)(1)(iv)(A)(2)
Establish term of initial and any PBV renewal HAP contract as required in 24 CFR §983.205. Inspect units.	PBV: 24 CFR §983.59(b)(2) PBV:24 CFR §983.59(b)(3)

When DHA requires HUD approval of a proposed independent entity, DHA must submit a joint certification from both DHA and the independent entity to the local HUD Office for HUD approval. The certification must state that DHA and the proposed entity have no legal, financial, or any other connection that could cause either party to be improperly influenced by the other, and that the proposed independent entity will perform its responsibilities as it relates to DHA-owned units in an unbiased manner. DHA will provide supporting documentation at HUD's request.[21]

Section VI. Selection of PBV Owner Proposal

DHA will select PBV proposals pursuant to one or a combination of the following methods:

A. DHA will issue a request for PBV proposals as provided in 24 CFR §983.51(b)(1). If DHA uses this method to select PBV proposals, DHA will provide public notice of the request for PBV proposals. DHA will also post notice on DHA's website at www.dhantx.com. In order for the proposal to be considered, the owner must submit a proposal to DHA by the published deadline date, and the proposal must be responsive to all requirements as outlined in the Request for Proposal (RFP). Incomplete proposals will not be reviewed.

B. As provided in 24 CFR §983.51(b)(2), DHA may determine to provide PBV funding to a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g. HOME and units for which competitively awarded Low Income Housing Tax Credits have been provided), where the proposal has already been selected in accordance with such program's competitive selection requirements within three years of DHA's PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive DHA PBV assistance.

C. As provided in 24 CFR §983.51 and §983.59, a PHA-owned unit may be assisted under the PBV program. PHA-owned units are defined in Notice PIH 2017-21 Appendix A, and HUD requirements for review by an independent entity are outlined in in Notice PIH 2017-21 Appendix B.

[21] Details on what, when, and how to submit the certification are provided in Notice PIH 2017-21 Appendix B.

D. Due to unique or extenuating circumstances, DHA may have cause to consider requests for conversion from a tenant-based voucher to a project-based voucher. For example; to expand housing opportunities for persons with disabilities[22], DHA, at its sole discretion, may consider a request to convert issued and leased tenant-based housing vouchers to project-based vouchers absent the RFP process, which may be subject to HUD's regulatory waiver and approval. This type of conversion is outside of the regulatory authority for project-based vouchers as provided in 24 CFR §983.51 because they omit the owner proposal selection process. As a result, such requests are considered on a case-by-case basis.

Notice of owner selection will be provided as follows: DHA will give prompt written notice to the party that submitted a selected proposal. The award notice will include the number of vouchers awarded and state a deadline by which all other agreements must be executed. In addition, owners awarded project-based vouchers must submit the following plan to DHA for review and approval prior to execution of an agreement to enter into a housing assistance payment (AHAP):

1. Marketing Plan to describe marketing and outreach activities;
2. When required by the RFP, a contract between the property owner and supportive service provider(s) whose activities will be necessary to the success of the client group targeted by the RFP;
3. Waiting List Management Plan which includes information related to accepting application and record keeping;
4. Tenant Selection Plan for selecting tenants from the project's waiting list that covers tenant selection, screening criteria and procedures and requirements when applicants are ineligible.

DHA will also give prompt public notice of award of PBV in a local newspaper of general circulation and on DHA's website to provide broad public notice. The announcement will include the name of the owner/project and the number of PBV that were awarded.

DHA will not select a proposal or commence an AHAP, or execute a HAP contract on existing units, until it determines that the proposed site/units comply with PBV goals, civil rights requirements, and HQS, unless otherwise provided in 24 CFR §983.57(b).

Section VII. Subsidy Layering Review (SLR) Prohibition of Excess Public Assistance

The purpose of a subsidy layering review (SLR) is to avoid excess subsidy by combining (layering) housing assistance subsidy under the PBV program with other governmental assistance from federal, state, or local agencies, including but not limited to, assistance such as tax concessions or tax credits. SLRs are required only for projects involving new construction and rehabilitation. When a new construction or rehabilitation project has been selected pursuant to program regulations at 24 CFR part 983, and the project combines other forms of governmental assistance, DHA must conduct an

[22] 24 CFR 983.210(e) provides that by execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract, the owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit. 24 CFR 983.251(a)(4) provides an exception to the aforementioned requirement, when the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. In such cases, clients may request a reasonable accommodation. DHA processes all requests for reasonable accommodation in accordance with its Reasonable Accommodation Procedures.

SLR. An SLR shall not be required for project-based assistance (1) for an existing structure, or (2) if a subsidy layering review has been conducted by the applicable state or local agency.

DHA may provide PBV assistance only in accordance with HUD SLR requirements. SLRs must be completed and approved by a qualified Housing Credit Agency (HCA) or by HUD, for all PBV projects that use other publicly supported housing funds, such as Low Income Housing Tax Credit funding. When conducting an SLR, DHA will do the following:

A. DHA shall obtain from the owner all the information required by the HUD mandated SLR checklist.

B. DHA shall complete the SLR, including checks for completeness and compliance with program requirements.

C. When the SLR is complete and acceptable, DHA shall forward the SLR package to HUD's local office for processing.

D. DHA will not enter into an AHAP until HUD, or an independent entity approved by HUD, has conducted any required SLR and determined that the PBV assistance complies with HUD's SLR.

Section VIII. Environmental Review

Every PBV project is subject to HUD environmental review requirements at 24 CFR Part 50 or Part 58 and 983.58. Prior to execution of an AHAP, the owner must present evidence that the environmental review has been performed by a HUD designated "responsible entity" and approved by HUD, or, where applicable, categorically excluded from review under the National Environmental Policy Act of 1969, unless HUD notifies DHA in writing of environmental approval of the site.

Section IX. Cap on Number of PBV Units in each Project

Except for properties serving elderly persons or persons with disabilities, no more than 25 percent of the units in a project may receive project-based vouchers. Units in a single-family building, defined as any building with 1-4 units are exempt from this cap.

An additional category of units referred to as "excepted" units are also exempt from the 25 percent cap. Excepted units are units that will house a qualifying family, defined by HUD as a household where at least one member is eligible to receive at least one supportive service for the term of the executed HAP contract. To the extent that more than 25 percent of the units in a project receive project-based vouchers, supportive services will be offered (either by DHA or by outside service providers). When DHA exercises flexibility to exceed the 25 percent cap through excepted units, then the use of such services by family members will be monitored and tracked during each family's annual recertification.

Such services will be appropriate for the needs of the families and may include the following:

A. In properties for senior citizens and people with disabilities, services may include:

1. Case management;
2. Behavioral health services;
3. Physical health services (wellness, fitness, vision, hearing and clinic services);
4. Substance abuse resistance;
5. Nutrition and community gardening;
6. Transportation;

7. Housekeeping aid; or
8. Other services designed to help the recipient live in the community as independently as possible.

B. In properties for general occupancy, all the above services may be provided. In addition, the following other services may be included:

1. Early childhood education and childcare;
2. Before and after school care for school age children;
3. Summer nutrition;
4. Computer literacy;
5. Job training, educational, and employment services; or
6. Other services designed to help the recipient live in the community as independently as possible.

Section X. Housing Assistance Payment Contract

A. Term of Project-Based Assistance Contract

1. Upon selection of the site/units, DHA will enter into an agreement with the owner to execute a HAP Contract in accordance with HUD requirements for contracts as provided at 24 CFR §§982.162 and 983.152, including a HAP contract if the agreement is for existing units.
2. DHA's project-based HAP contract will be executed for a term of not less than one (1) year or more than 20 years for each contract unit as provided at 24 CFR §983.205, and is subject to future availability of funding under DHA's ACC.
3. The HAP contract will be executed when all of the HAP contract requirements as provided at 24 CFR §983.204 have been met.
4. The HAP Contract will contain all required information as provided at 24 CFR §983.203.
5. When supportive services are included in the agreement, contracts for project-based vouchers will not be executed until DHA receives a fully executed contract between the owner and service provider(s) for the provision of the supportive services necessary to ensure the housing success of the target client group.

B. Extension/Renewal of Term

At any time before expiration of the initial term, DHA may agree to extend the term of the HAP contract for an additional term of up to 20 years, if DHA determines an extension is appropriate. Subsequent extensions are subject to the same limitations any renewals or extension of the project-based HAP Contract is subject to future availability of funding under DHA's ACC. Owners that are requesting a renewal must submit a Contract Renewal Request Form at least 120 days before the contract expiration.

C. Termination of HAP Contract

1. Cost Savings Measures

Before termination of a HAP contract, DHA will first pursue cost savings measures. DHA will make every effort to preserve affordable housing. DHA's cost savings measures are outlined in DHA's Shortfall Procedure at 500-1.3.

2. Termination by DHA for Insufficient Funding

As provided in the HAP contract DHA's contractual commitment is subject to availability of sufficient funding as determined by HUD or DHA in accordance with HUD instructions. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, DHA has the right to terminate the HAP contract by notice to the owner for all or any units under contract.[23] The HAP contract will provide that the term of DHA's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by DHA in accordance with HUD instructions.

3. Termination by Owner for Reduction Below Initial Rent

If a rent reasonableness test results in a reduced amount below the contract rent, the owner may elect to terminate the HAP contract and the tenant must be offered the next available tenant-based voucher.[24]

4. Termination by DHA for Failure to Supply Agreed-upon Supportive Services

Since supportive services are an essential element of assisting currently or formally homeless individuals or other special need populations, DHA will terminate the contracts of owners who fail to maintain the agreed-upon supportive services, outlined in the MOU/MOA between owner and provider for PBV clients. Should this occur, the clients will be issued Housing Choice Vouchers and be referred to entities that can provide needed supportive services.

5. Termination by DHA for Failure to meet Housing Quality Standards

If the property fails to meet Housing Quality Standards and the owner fails or is unable to make necessary improvements to the property, DHA will exercise any available remedies up to and including terminating the HAP contract, and issuing tenant-based housing choice vouchers to the clients.

D. HAP Contract Amendments

1. Substituting Contract Units

At the discretion of DHA, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract. DHA must inspect the proposed substitute unit and must determine the reasonable rent for such unit.

2. Add Contract Units

At the discretion of DHA, existing PBV HAP contracts may be amended to add contract PBV units to the same project without competitive selection, by mutual agreement of DHA and the owner, if DHA has adequate voucher and budget authority at the time the request is received, and:

[23] 24 CFR §983.205c

[24] 24 CFR §983.205d

a. The project undergoes a new SLR and is approved by HUD.

b. The total number of units in the building that will receive PBV assistance will not exceed 25 percent of the number of dwelling units in the project, unless excepted units[25].

c. The owner is in good standing and has acceptably performed all requirements under the HAP contract.

d. Addition of unit is consistent with any DHA requirement for PBV units at the time the request is made.

e. The amendment is subject to all PBV requirements.

Section XI. DHA Monitoring of Supportive Services

When supportive services are provided, owners and/or supportive service providers for PBV units with special needs populations are obligated to report to DHA regarding any changes in the supportive services *before* the changes are made (i.e. any changes in the Service Provider Agreement in the original RFP). DHA must not require participation in the supportive services as a condition of living in a PBV unit; however, the service provider and owner may include supportive service agreements as part of the leasing agreements. DHA requires quarterly reports from supportive service agencies (i.e. lease compliance, if a client has vacated the unit, and/or any other action that would violate DHA's PBV program).

As part of the PBV application process, each owner/project sponsor must articulate key program goals and core performance indicators in their proposal. The owner/project sponsor will be required to describe how participant households will be monitored for compliance with their PBV Contract of Family Participation/Family Obligations. During each 12-month cycle of the family's contract, the owner/project sponsor must certify that it continues to provide supportive services. This data should be included in the annual performance report (PBV-APR) to be submitted to DHA.

Section XII. Occupancy

A. Unit Selection (for Existing Housing and Rehabilitated PBV)

DHA anticipates that it will offer several types of project-based assistance programs; therefore, the unit selection will be based on the needs of that particular project and determined by the owner with final approval by DHA. After HAP contract execution, the owner must seek written approval and a HAP contract amendment to make any substitutions to the units or the unit mix.

B. Protection of In-Place Families

The protection for victims of domestic violence, dating violence, sexual assault, and/or stalking, as provided in 24 CFR Part 5, subpart L, apply to participants in the PBV program.

To minimize displacement of in-place families, for an existing unit or one requiring rehabilitation and occupied by an eligible family on the proposal selection date, the in-place family must be placed on the DHA's waiting list (if not already on the waiting list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately-sized PBV unit in the project.

For existing units or those requiring rehabilitation, an eligible family that is residing in a proposed contract unit, on the date of proposal selection, is considered an "in place family". Eligible in-place families will be given a selection

[25] 24 CFR §983.207(b) and PIH Notice 2017-21 Attachments C and J.

preference and will be placed on the waiting list for the project. DHA may deny assistance to the family for the grounds specified in 24 CFR 982.552 and 982.553.

Eligible in-place families are not subject to income targeting requirements.

If an in-place family is determined ineligible by DHA or does not wish to participate in the PBV program, DHA will give the owner the option to substitute that particular unit for another unit, or the owner can wait until the end of the family's lease term. DHA must not select or enter into an agreement or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. The owner cannot evict (displace) any families prior to lease expiration for the purposes of moving an eligible PBV family into the unit.

C. Waiting List

1. The protection for victims of domestic violence, dating violence, sexual assault, and/or stalking, as provided in 24 CFR Part 5, subpart L, apply to admission to the PBV program.

2. PBV properties, whose contract award specified assistance to special needs populations (per the RFP) will submit referrals to DHA's PBV site-based waiting list. Any families selected from DHA's site-based waiting lists must meet owners' screening criteria prior to receiving a project-based voucher. The owner can help ensure timely turnaround of vacant units by conducting outreach efforts in accordance with DHA policies. If the supportive service provider makes referrals to the owner, it is still the owner's responsibility to conduct screening on qualified families referred by DHA.

3. When an entire property is subsidized by PBV, (e.g. a large senior development) and when the property has received Low Income Housing Tax Credits (LIHTC), the owner will develop and maintain a site-based waiting list consistent with Title VI of the Civil Rights Act of 1964 and all applicable requirements of 24 CFR §5, 982, and 983. DHA will be responsible for and will oversee the initial development of the waiting list and owner's actions in administering the waiting list. On-site monitoring visits will take place weekly during lease-up and at least quarterly after lease-up.

   a. In practice, this means that DHA will notify all potentially eligible families and individuals on its regular HCV waiting list that they may apply for admission to the open PBV list;

   b. DHA will require that the PBV owner of the LIHTC property establish its waiting list in a manner that complies fully with both the 24 CFR Parts 982 and 983 and the LIHTC requirements. The waiting list will be established using DHA's operating program software so that it can be tracked in real time by DHA;

   c. During lease-up and subsequent re-leasing DHA will carry out all processes necessary to determine eligibility and rent. This will include the following actions:

      1. Reviewing the application package for completeness and internal consistency;

      2. Reviewing applicant-provided information such as photo IDs, social security cards, birth certificates and HUD 214 forms;

      3. Verifying all information on income, citizenship or eligible immigration status, social security numbers and all deductions;

      4. Determining each family's annual income, adjusted income, utility allowance (if applicable), total tenant payment and tenant rent;

5. Conducting the criminal history check on all adult applicants;
6. Referring eligible applicants to the owner for pre-occupancy screening, unit assignment, leasing and orientation

4. The waitlist contains, but is not limited to the following information for each applicant:
    a. Date and time or lottery of application
    b. Applicant name, address, social security number, and contact number
    c. Family unit size
    d. Family size
    e. Racial or ethnic designation of head of household
    f. Income source
    g. Annual gross income
    h. Program qualifications

D. Tenant Screening

1. DHA option. DHA determines eligibility for the Section 8 PBV program, but DHA has no responsibility or liability to the owner or to any other person for the family's behavior or suitability for tenancy. However, DHA may elect to screen applicants for criminal background and debts owed to DHA or any other PHA, and may deny admission based on the screening results.
2. Owner responsibility. The owner is responsible for screening and selection of the family to occupy the owner's unit. The owner may consider a family's background with respect to such factors as payment of rent and utility bills, caring for a unit and premises, involvement in any drug-related criminal activity or other criminal activity is a threat to the health, safety, or property of others, respect for the rights of other residents to the peaceful enjoyment of their housing, and compliance with other essential conditions of tenancy.
3. Depending upon the proposed client group to be served in the PBV program, DHA may waive its criminal background screening requirements beyond the mandatory statutory prohibition against assistance to persons who have been convicted of manufacturing methamphetamines on the premises of assisted housing or persons who are subject to a lifetime registration requirement as sex offenders. The family must comply with all other HCV program participant screening and eligibility requirements. Exceptions to the criminal background requirement will be reviewed on a case by case basis and must be approved by DHA. The service provider must submit a written request for a criminal background waiver on behalf of the family.

E. Tenant Selection

The owner is responsible for developing written tenant selection procedures. Tenant selection procedures must be approved by DHA prior to the execution of the HAP contract. Owners are responsible for selection of tenants for units assisted with project-based vouchers from among the families on the waiting list. Project-based voucher holders must come from outreach efforts conducted by the property owner/manager in accordance with DHA policies.

DHA may select families who are active participants in its tenant-based voucher program and those who have applied for admission to the HCV program or only to a specific PBV site.

DHA will collect the required forms from tenants to be in compliance with DHA PBV requirements. These forms will include, but will not be limited to: Form HUD-9886, Declaration of Citizenship Status, Application for Assistance, Criminal Background Release, and Statement of Family Obligations.

The owner will be responsible for collecting all the required screening forms and determining the tenant's suitability for residency in their property. The owner/service provider will provide an electronic copy (fax or scan) of the application materials to DHA to verify program eligibility. All tenant transactions will be managed by the manager.

Except for in-place residents who receive PBV assistance, not less than 75 percent of the families admitted from DHA's tenant-based and project-based the waiting list during DHA's fiscal year shall be extremely low-income families.

Occupancy Standards

DHA will use the same occupancy standards for project-based participants as for HCV participants. In the event that the current project-based waiting list does not contain applicants that meet the criteria for units available, the next eligible applicant may be selected so long that at least one person occupies each bedroom.

F. Lease Term

The initial lease term for project-based units is one year.

G. Conversion to Tenant Based/Portability Voucher

Families who reside in a project-based unit for at least twelve months may request to move with continued assistance (tenant-based assistance), if funding is available. Families are subject to the same rules as any other tenant-based participant. The family that moves out of the project-based unit is replaced with a new household from the waiting list. If a voucher is not available, the family may remain in the project-based unit for the remainder of the HAP contract. The family will be placed on the project-based HCV waiting list and will be issued a voucher when one is available prior to a family on the HCV waiting list.

H. Annual Reexaminations and Interim Reexaminations

1. Families who reside in a project-based unit may experience changes in their income or family composition.
2. In the properties where DHA is handling the waiting list, DHA will perform all interim adjustments and annual recertification.
3. At the LIHTC properties where the owner is handling the waiting list with DHA monitoring, DHA will provide the owner with the required forms to complete all interim reexaminations on the property and a checklist for the needed documents, or provide digital access for recertification through the Rent Café. The interim packet will be sent electronically (via fax or scan) to DHA to process. DHA will provide the owner with the rent change notice letter and the copy of the Form HUD-50058 for their records.

   DHA will coordinate with the owner to complete annual reexaminations on the property for all the residents. DHA will provide the owners with the annual reexamination forms packet (which will also be available on the internet), and digitally through the Rent Café. The owner will be responsible for providing the packets to the

families at least 120 days prior to their annual reexamination and must collect the packets at least 60 days prior to the anniversary of their annual reexamination date. In most cases, the annual reexamination date will be the first day of the month in which the family moved in (lease date), although this may not always be the case.

DHA will collect the annual reexamination packets from the owner 60 days prior to annual reexamination anniversary date, and process the annual reexaminations and provide the owner a notice of rent change and completed reexam at least 30 days prior to the anniversary of the annual reexamination. In some cases, DHA will have to make arrangements to meet with the family; however, it is the owner's responsibility to collect the annual reexamination packets and supporting documentation from the family.

DHA will conduct an annual reexam briefing with families to review the program requirements, update families of changes to the program, and to discuss project concerns with the family. DHA will provide the owner with notice of briefing appointment and the owner should provide a common space for these briefings on the property.

DHA will provide instruction for residents wishing to recertify through the Rent Café. Computer kiosks are available at DHA for recertification if needed.

I. Vacancy Payments

DHA will provide PBV owners an opportunity to retain the full HAP for the calendar month in which a tenant vacates, plus a vacancy payment equal to 80 percent of the contract rent for the following calendar month so long as the unit is not re-leased and occupied. The HAP contract will not provide for vacancy payments after that date.

DHA will pay vacancy loss as outlined above following a client move-out if:

1. The owner gives DHA prompt written notice of the vacancy;
2. The vacancy is not the fault of the owner;
3. The owner has taken every reasonable action to minimize the likelihood and length of the vacancy;
4. The owner provides any additional information required and requested by DHA to verify that the owner is entitled to vacancy payment.

J. Reduction in the contract number of Project-based Units

Project-based units that are not rented by an eligible family within 180 days of becoming vacant will be terminated from the project-based assistance contract. Appeals will be allowed, but will be granted only in extraordinary circumstances. A unit that has consistently failed HQS inspections will also be terminated from the project-based assistance contract.

K. Termination of Service Provider/Owner Relationship

If at any time, the supportive service provider terminates the relationship with the owner or the owner chooses to terminate the relationship with the service provider, DHA will review the HAP contract and the procurement of the services to determine if the HAP contract should be terminated or continued. Any changes in ownership or service provider must be approved in writing through a HAP contract amendment by DHA. DHA reserves the right to not make any requested amendments to the contract.

If contract is terminated prematurely, DHA will offer the PBV tenants an HCV voucher at the end of their existing lease term. The tenant may choose to remain on the property under the HCV program or can relocate using the HCV voucher.

Section XIII. Housing Quality Standard (HQS) Inspections and Rent Reasonableness

A. Pre-Selection Inspection

DHA must examine the proposed site before the proposal selection date to determine if the units substantially comply with HQS. DHA shall inspect each contract unit before executing a HAP contract.

B. Pre-HAP Contract Inspections

DHA must inspect each contract unit before execution of the HAP contract. DHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

C. Turnover Inspections

Before providing assistance to a new family in a contract unit, the DHA must inspect the unit. The DHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.

D. Biennial Inspections

At least biennially during the term of the HAP contract, DHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, then DHA must re-inspect 100 percent of the contract units in the building.

E. Housing Accessibility for Persons with Disabilities

The housing must comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR part. 8.

Housing first occupied after March13, 1991 shall comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable.

F. Rent Reasonableness and Rental Adjustments

DHA will conduct a rent reasonableness survey on all units prior to the execution of the HAP contract. If the owner desires a rental adjustment at the anniversary of the HAP contract, the owner must request a rental adjustment in writing at least 90 days prior to the HAP contract anniversary. DHA will determine whether the rent requested is reasonable and will make the appropriate adjustments (increase or decrease) in order to comply with rent reasonableness requirements.

DHA will only entertain rental adjustment requests at anniversary of HAP contract and not on family lease terms, which may or may not coincide. The application of the approved rental adjustment will be processed for all assisted units within the HAP contract, regardless of the lease term per family; so long as proper notice has been provided.

Addendum #8

Dallas Housing Authority

Section 8 Programs

Walker Settlement Voucher Program SVIP 2019

Addendum 8: Walker Settlement Voucher Program

Section I. General

DHA, Housing Solutions for North Texas (DHA) is a party to the landmark housing desegregation lawsuit *Walker et al v. HUD et al* (3:85-CV-1210-R). Various aspects of the lawsuit have been settled since its filing in 1985. The U.S. Department of Housing & Urban Development (HUD) agreed to provide 3,205 Section 8 Housing Choice Vouchers to be utilized as a remedy to address the vestiges of discrimination. The Settlement Stipulation and Order dated March 8, 2001 provides resources for a program that places Class Members in neighborhoods of their choice. HUD also provided funds to be used to provide mobility services to the Class Members (African American individuals). On April 26, 2001 the court filed the Order Approving the Plan for DHA's Implementation of HUD Settlement as DBA's Section 8 Substitution Plan that sets out the obligations to remedy past racial segregative acts. DHA, in compliance with the orders of the federal district court, established an Implementation Plan that more fully describes the initiatives DHA will undertake to meet the objectives of the lawsuit.

Section II. Needs and Objectives

Due to housing practices established by federal and local government, low-income African American individuals have not had equal access to housing opportunities as non-African Americans. The practice of discrimination has been long documented in civil rights litigation. African Americans have been relegated to what has been determined as the least desirable neighborhoods with limited ability for mobility. Consequently there is a need to remedy this by expanding housing opportunities while addressing the needs and concerns of African American Families. Throughout the development of the Walker lawsuit, the City of Dallas as well as HUD made commitments to contribute to the eradication of vestiges identified in the lawsuit.

The housing choice voucher program is a vehicle that can afford choice and mobility. The court in the Walker lawsuit found that the individuals (Class Members) affected by the past discriminatory acts enumerated in the lawsuit should have housing opportunities in predominantly white areas, as defined by the court. The definition of predominantly white has been modified to one that no longer distinguishes race but continues to examine whether a neighborhood is non-poverty. Accordingly census tracts have been identified and approved by the court as the only locations that an eligible Family may lease under the Walker Settlement Voucher Program. The approved census tracts are included as an attachment to the Implementation Plan. DHA will administer 3,205 Section 8 Housing Choice Vouchers in order to expand housing opportunities in non-poverty targeted neighborhoods.

The objectives of this Walker Settlement Voucher program, in addition to expanding housing opportunities, are to provide financial assistance for application fee, security deposits and moving assistance.

While the entities that discharge the services to the 3,205 Class Members may occasionally vary, espoused in court approved documents, DHA is committed to the enrichment of Walker Settlement Families. To further assist in the objectives to resolve the barriers faced by Class Members in leasing housing, the Walker Settlement Voucher Participants will be given a payment standard of up to 125%. DHA has an objective to respond to operations concerns faced in administration of the program and will incorporate necessary modifications in its

annual Walker Settlement Voucher Implementation Plan filed with the court for approval. DHA will receive court approval of the budget prior to making disbursements of funds from HUD transmitted for use in this program.

Section III. Eligibility and Applications

Only Class Members may receive a Walker Settlement voucher. The class is defined as follows: all African American persons who, in the past, currently, or in the future: lived or live in public housing; or received or receive Section 8 assistance; applied or will apply for public housing or Section 8 assistance pursuant to a program administered by DHA. See Agreed Order Certifying Rule 23(b) (2) Class filed with the U.S. District Court, Northern District of Texas in the Walker case.

Class Members on the Housing Choice Voucher waiting list will be made eligible and identified to be briefed. During the briefing, Families will be informed of the benefits under the Walker Settlement Voucher Program and advised that a permit to shop for housing will be issued. The Families will also be informed that once a permit is issued with restrictions to lease in a court targeted area, that the opportunity to search will be terminated requiring reapplication if housing is not secured within 120 days.

In the event housing is located using the permit a voucher will be issued to allow the contractual requirements under the program to be consummated. In the event a Family chooses not to avail themselves of the opportunity or is unsuccessful in their housing search, DHA will offer the' opportunity to the next eligible Family on the waiting list.

Section IV. Outreach and Relocation

DHA will ensure that the Walker Settlement Voucher Families receive services as noted and approved by the court in the Implementation Plan. DHA will work cooperatively with the non-profit organization Inclusive Community Partners (ICP) or any other court designated organization to communicate with the Walker Settlement Voucher Families and facilitate a means for the provision of services through various outreach initiatives and programs. As stated in the Walker Settlement Voucher Implementation Plan, any voucher holder who leases under the program will continue to have the benefit of up to 125% payment standard as long as the Family continues to successively lease in a court targeted area. At the point a Family leases in a non-eligible census tract pursuant to the program guidelines, the Family will utilize the payment standards for the Housing Choice Voucher Program.

Section V. Program Evaluation Monitoring

DHA will file reports with the court and transmit reports to Plaintiffs' counsel as dictated in the applicable court orders in the Walker lawsuit. DHA also will comply with directives as noted in the Agreed Final Judgment executed December 21, 2004.

Section VI. Governance of the Section 8 HCV Program

The Section 8 Housing Choice Voucher Program Administrative Plan's operational directives regarding DHA Section 8 Housing Choice Voucher Program are applicable to participants under this program. Other individuals on DHA's Section 8 Housing Choice Voucher Program will not use these vouchers unless they meet

the pre-requisites established under the plans governing the program.

Addendum# 10

Section 8 Homeownership Program Policy

Section I. Statement of Policy

The Housing Authority of the City of Dallas, Texas (DHA), has elected to implement a Homeownership program for Families participating in the Section 8 Housing Choice Voucher Program. Administration of this homeownership program will comply with the regulations established by the U.S. Department of Housing and Urban Development (HUD) as found in 24 CFR 982.625 as well as other applicable HUD regulations and directives, DHA policy and this plan.

Section II. General

The goal of the Section 8 Homeownership Program is to expand homeownership opportunities for Families who are DHA Section 8 Housing Choice Voucher recipients. Families must meet the HUD and DHA program requirements for program participation.

Section III. Program Qualification Requirements

The program requirements for the Section 8 Homeownership voucher program are divided into four (4) categories: Family qualification, unit qualification, seller qualification and environmental qualification.

A. Family Qualification Requirements

Families must meet requirements to be certified for participation in the Section 8 Homeownership Program. DHA shall not provide homeownership assistance for a Family unless DHA determines that the Family satisfies all program requirements at the commencement of homeownership assistance for the Family. The Family must meet the HUD and DHA program requirements listed below:

1. The Family must be a participant in the Section 8 Housing Choice Voucher program.
2. The Family must be a first-time homeowner.

For a Family to be considered a "first-time homeowner," no Family member may have owned any residential property during the three years prior to the commencement of Section 8 Homeownership assistance.

The term "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.

3. The Family must meet minimum income requirements.

The Family must demonstrate the annual income (gross income, as determined by DHA) of the adult Family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by 2,000 hours. Except in the case of an elderly Family or a Disabled Family, DHA shall not count any welfare assistance received by the Family in determining annual income. In the case of a Disabled Family the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by twelve shall be used to determine minimum income requirements.

4. The Family must meet employment requirements.

One or more adult members of the Family who will own the home at commencement of homeowner assistance must be currently employed on a full- time basis (not less than an average of 30 hours per week) and have been continuously so employed during the year before the commencement of homeownership assistance for the Family.

5. The Family must not have defaulted on a mortgage securing debt to purchase a home under the Section 8 homeownership program.

6. Except for cooperative members who have acquired membership shares prior to the commencement of homeownership assistance, the Family must not have entered into a contract of sale.

7. The Family must satisfactorily complete the DHA program of required pre-assistance homeownership counseling.

8. The Family is currently enrolled in or is a successful graduate of the Family Self-Sufficiency (FSS) Program.

B. Unit Qualification Requirements

Prior to approving a contract for sale for a Section 8 Homeownership residence, DHA shall determine that the unit satisfies all the following eligibility requirements. The unit must be under construction or existing at the time the sales contract is entered. The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium. The unit must be inspected by a DHA inspector for compliance with HUD's Housing Quality Standards (HQS) and by an independent certified inspector designated by the Family. The independent inspector will inspect the major systems of the home. A copy of this inspection report must be provided to DHA within 10 calendar days from the date of the inspection. DHA shall review the inspection report within 10 calendar days of receipt. DHA shall have the discretion to disapprove a unit for assistance under the homeownership program based on negative information included in the inspection report

C. Seller Qualification Requirements

DHA shall not commence homeownership assistance for occupancy of a home if DHA has been informed that the seller of the home is debarred, suspended, or subject to a limited denial of participation by the U.S. Department of Housing and Urban Development.

D. Environmental Qualification Requirements

As required in 24 CPR 982.626 (c), DHA shall require the purchaser to obtain and maintain flood insurance for units in special flood hazard areas, prohibit assistance for acquiring units in the coastal barriers resource system, and require notification to the purchaser of units in airport runway clear zones and airfield clear zones. Owners must certify that units built prior to 1978 meet lead based paint clearance requirements.

Section IV. Requirements for Family Search and Purchase

Following DHA certification of a Family as an eligible Section 8 Homeownership program participant, the Family shall have a maximum of 180 days to locate and purchase a home. DHA shall require periodic Family reports on the Family's progress in finding and purchasing a home. If the Family is unable to purchase a home within the maximum time established by DHA, DHA may grant one thirty (30) day extension. After such time the Family will be notified they are no longer eligible for homeownership assistance.

Before commencement of homeownership assistance, the Family must execute a statement of Family obligations in which the Family agrees to comply with all Family obligations. under the homeownership program.

Section V. Contract of Sale

Before commencement of homeownership assistance, a member or members of the Family must enter into a contract of sale with the seller of the unit to be acquired by the Family. The Family must give DHA a copy of the draft contract of sale prior to execution. DHA shall have five (5) business days from the date of receipt to review and approve or disapprove the contract of sale prior to its execution. The contract of sale must:

A. specify the price and other terms of sale by the seller to the purchaser;

B. provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent certified inspector selected by the purchaser;

C. provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;

D. provide the purchaser is not obligated to pay for any necessary repairs; and

E. contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation in: any U.S. Department of Housing and Urban Development program.

Section VI. Financing Purchase of Home

DHA will require a minimum cash down payment of 3% of the purchase price to be paid by the purchaser, of which 1% must be from the Family's personal resources. DHA will prohibit seller financing, balloon payments and variable interest rate loans.

Requirements for financing the purchase of a home to be assisted under the homeownership program include qualification of lenders (case-by-case approval). Lenders must be insured or guaranteed by the state or federal government; comply with secondary mortgage market underwriting; and comply with generally accepted mortgage underwriting standards.

Section VII. Continued Assistance Requirements and Family Obligations

A. Occupancy of Home

Homeownership assistance may only be paid while the Family is residing in the home. If the Family moves from the home, DHA will not continue homeownership assistance after the month when the Family moves out.

B. Family Obligations

While receiving Section 8 Homeownership assistance, the Family must comply with the following obligations: ·

1. Counseling - To the extent required by DHA, the Family must attend and complete-post homeownership and housing counseling.

2. Compliance with mortgage - The Family must comply with the terms of any mortgage securing debt incurred to purchase the home.

3. Prohibition against conveyance or transfer of home - So long as the Family is receiving homeownership assistance the home may not be transferred.

4. Use and Occupancy of the home-The Family must use the assisted unit for residence by the Family. The unit must be the Family's only residence. The composition of the assisted Family residing in the unit must be approved by DHA. The Family must promptly inform the DHA of the birth, adoption or court-awarded custody of a child. The Family must longer resides in the unit. The Family must not sublease or let the unit.

C. Supplying Required Information

The Family must supply any required information DHA or HUD determines is necessary in the administration of the program, including information regarding annual income, Family composition and submission of required evidence of citizenship or eligible immigration status. In addition to other required information, the Family must supply any information required by DHA or HUD concerning any mortgage or other debt incurred to purchase the home; any refinancing of such debt including information needed to determine whether the Family has defaulted on the debt and the nature of any such default; information on any satisfaction or payment of the mortgage debt; any sale or other transfer of any interest in the home; or the Family's homeownership expenses.

D. Notice of Mortgage Default

The Family must immediately notify DHA in writing if the Family defaults on a mortgage securing any debt incurred to purchase a home under the Section 8 Homeownership Program. The Family is solely responsible for any foreclosure proceedings initiated as a result of a mortgage loan default,

E. Prohibition on Ownership Interest on Second Residence

During the time the Family receives homeownership assistance, no Family member may have any ownership interest in any other residential property.

F. Refinancing

Prior to initiating any refinancing of the initial mortgage, Families must receive DHA written approval. Families may refinance to take advantage of lower interest rates or better mortgage terms.

Section VIII. Maximum Term of Homeownership Assistance

A. Maximum Term of Assistance

Except in the case of a Family that qualifies as an elderly or Disabled Family, the Family shall not receive homeownership assistance for more than ten years.

B. Applicability of Maximum Term

The maximum term applies to any member of the Family who has an ownership interest in the unit during the time that homeownership assistance is provided or is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

C. Exception for Elderly and Disabled Families

As noted in paragraph A of this section, the maximum term of assistance does not apply to a Family that qualifies as an elderly or Disabled Family. In the case of an elderly Family, the exception only applies if the Family qualifies as an elderly Family at the commencement of homeownership assistance. In the case of a Disabled Family, the exception applies if at any time during receipt of homeownership assistance the Family qualifies as a Disabled Family.

If, during the course of homeownership assistance, the Family ceases to qualify as a disabled or elderly Family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a Family must be provided at least six months of homeownership assistance after the maximum term becomes applicable.

D. Assistance for Different Homes or PHAs

If the Family has received such assistance for a different home, or from other PHAs, the total of such assistance terms is subject to the maximum term described in paragraph A of this section.

Section IX. Amount and Distribution of Monthly Homeownership Assistance Payment

A. Amount of Monthly Homeownership Assistance Payment

While the Family is residing in the home, DHA shall pay a monthly homeownership assistance payment on behalf of the family equal to lower of the payment standard minus the total tenant payment, or the Family's monthly homeownership expenses (as defined in paragraph D of this section) minus the total tenant payment.

The payment standard for a Family is the lower of the payment standard for the Family unit size or the payment standard for the size of the home.

DHA will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership program as for the rental voucher program.

C. Exception Payment Standard Area

If the home is located in an exception payment standard area, DHA will use the appropriate payment standard for the exception payment standard area.

D. Determination of Homeownership Expenses

Homeownership expenses for a homeowner may only include amounts allowed by DHA to cover:

1. principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home; .

2. real estate taxes and public assessments on the home;

3. homeowner insurance;

4. allowance for maintenance expenses in the amount of $500 annually;

5. DHA utility allowance for the home;

6. DHA allowance for costs of major repairs and replacements in the amount of $500 annually; and

7. principle and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home.

If a member of the Family is disabled such debt may include debt incurred by the Family to finance costs needed to make the home accessible for such person, if such costs are determined to be costs needed for reasonable accommodation.

If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

E. Housing Assistance Payment

DHA shall pay homeownership assistance payments directly to the lender on behalf of the Family. If the lender is not amenable to this form of payment, DHA shall have the discretion to arrange alternative forms of payment. Such forms of payments will be made on a case-by-case basis.

F. Automatic Termination of Homeownership Assistance

Homeownership assistance for a Family will terminate 180 calendar days after the last housing assistance payment is made on behalf of the Family.

Section X. Portability

In accordance with 24 CFR 982.636, a Family may qualify to move outside DHA's jurisdiction with continued homeownership assistance under the voucher program. A Family determined eligible for homeownership assistance by DHA may purchase a unit outside of DHA's jurisdiction, if the receiving PHA is administering a voucher homeownership program and is a voucher homeownership program and is accepting new homeownership Families. The Family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA shall determine if the financing for and physical condition of the unit are acceptable.

Section XI. Move with Continued Tenant-Based Assistance

A Family receiving homeownership assistance may move to a new unit with continued tenant- based assistance contingent upon DHA approval. The Family may move either with voucher rental assistance or with voucher homeownership assistance.

DHA shall not continue tenant-based assistance for occupancy of the new unit so long as any Family member owns any title or other interest in the prior home.

Section XII. Denial or Termination of Assistance for Family

At any time, DHA shall deny or terminate homeownership assistance for a Family for the following reasons:

A. the Family moves without giving proper notice;

B. DHA determines that the mortgage lender is entitled to payments due to non-payment of Family portion of the mortgage;

C. the Family notifies the lender and DHA that it wishes to terminate assistance;

D. any member of the Family has engaged in drug related criminal activity, or violent criminal activity as defined in24 CFR 982.553;

E. DHA has reason to believe a member of the Family is illegally using a controlled substance;

F. any member of the Family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program;

G. DHA has reason to believe any member of the Family is using alcohol to such an extent that it would interfere with the health, safety, or right to peaceful enjoyment of the premises;

H. the Family fails to comply with the Family's Family Self-Sufficiency Contract of Participation, if applicable;
.

I. any member of the Family fails to sign and submit to HUD or DHA required consent form/s for obtaining information;

J. one hundred eighty (180) days has elapsed since the last housing assistance payment was made on behalf of the Family;

K. any member of the Family illegally uses, manufactures or possesses a controlled substance;

L. DHA has reason to believe any member of the Family engages in or has engaged in violent criminal activity or other criminal activity that threatens the safety of neighbors, DHA staff or other persons;

M. any member of the Family engaged in any criminal activity that resulted in a felony conviction;

N. any member of the Family is convicted of manufacturing or producing methamphetamine on the premises of a federally assisted property;

O. any member of the Family fails to comply with Family Obligations; or

P. the Family defaults on the mortgage loan.

Addendum # 11

Dallas Housing Authority

Section 8 Programs

CPSH Settlement 2020

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

COMMUNITY FOR PERMANENT SUPPORTED HOUSING; CYNTHIA CURTIS; MARY HUBBARD; IRENE NIEMOTKA; MARGARET ("PEGGY") SHADDUCK; and KELLY WATERMAN,	§	
Plaintiffs,	§	**Case No. 3:18-cv-02030-K**
V.	§	
HOUSING AUTHORITY OF THE CITY OF DALLAS, TEXAS,	§	
Defendant.	§	

MUTUAL SETTLEMENT AND RELEASE AGREEMENT

This Mutual Settlement and Release Agreement ("Agreement") is entered into by and between Plaintiffs Community for Permanent Supported Housing ("CPSH"), Cynthia Curtis ("Curtis"), Mary Hubbard ("Hubbard"), Irene Niemotka ("Niemotka"), Margaret (Peggy) Shadduck ("Shadduck") and Kelly Waterman ("Waterman"), and Defendant the Housing Authority of the City of Dallas, Texas, ("DHA"). CPSH, Curtis, Hubbard, Niemotka, Shadduck, Williams and DHA (collectively referred as the "Parties") agree as follows:

1. CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman (collectively hereinafter referred to as the "CPSH Plaintiffs" or "Plaintiffs") filed Plaintiffs' Original Complaint (hereinafter "the Complaint") in Cause No. 3:18-CV-2030, in the United States District Court for the Northern District of Texas, Dallas Division (the "Lawsuit"), on August 6, 2018, naming DHA, as Defendant. Defendant DHA timely answered the Complaint, and asserted a number of affirmative defenses. DHA thereafter filed a Motion to Dismiss, which was granted by the Court on April 2, 2019. Plaintiffs appealed the Court's decision, and that appeal is currently pending before the United States Court of Appeals for the Fifth Circuit (the "Appeal.")

2. This Agreement shall not in any way be construed as an admission of liability by any party hereto or as an admission against interest by any party. This Agreement has been acknowledged by DHA's Board of Commissioners (the "Board"), and shall not be effective until the date this Agreement has been executed by all parties.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and will bind CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman, their shareholders, principals, officers, directors, heirs, estate, successors and

assigns and DHA, its employees, past, present and future officers to the terms expressed herein.

4. The Parties acknowledge that they are settling the Lawsuit solely to avoid the difficulty, expense and uncertainty of further litigation. It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the consideration transferred herein is to compromise disputed claims, avoid litigation, and buy peace, and that no payments made nor releases or other consideration given shall be construed as an admission of liability on the part of DHA, the Texas Municipal League Intergovernmental Risk Pool, or any other person, entity, parties, firm, association or corporation, in privity with DHA or the Texas Municipal League Intergovernmental Risk Pool, all liability being expressly denied. The Parties further agree that this Agreement, its terms and/or the Parties' negotiations of it shall not constitute or be construed as an admission by DHA of the truth of any of the allegations made or of any liability, fault, or wrongdoing of any kind whatsoever. This Agreement or any of its terms shall not be offered as or received into evidence in any pending or future civil, criminal or administrative proceeding or action against any Party hereto in any court, administrative agency or other tribunal, for any purpose whatsoever, except as may be necessary to enforce or to effectuate the terms of this Agreement.

5. In exchange for the execution of this Agreement and dismissal of the Lawsuit with prejudice (as described and with the conditions expressed below), the Parties agree as follows:

a. DHA agrees to make a total of five (5) Tenant-Based Vouchers ("TBV's") per year available to persons or households referred by CPSH between December 15, 2019 and December 14, 2020, December 15, 2020 and December 14, 2021, and December 15, 2021 and December 14, 2022, which amounts to a total of fifteen (15) TBV's over this three (3) year period. The parties also affirm that this Agreement does not preclude CPSH from referring additional individuals with disabilities to DHA.

b. DHA agrees to make a request upon the U.S. Department of Housing and Urban Development ("HUD") to convert a total of five (5) tenant-based Mainstream Vouchers per year for calendar year 2020, calendar year 2021 and calendar year 2022, to project-based vouchers. This will amount to requests by DHA to HUD to allow the conversion of a total of fifteen (15) tenant-based Mainstream Vouchers to project-based vouchers ("PBV's) over this three (3) year period, and is subject to Mainstream Voucher funding availability. In the event that HUD grants one or more of DHA's requests to convert tenant-based Mainstream Vouchers to PBV's, within forty-five (45) days after receiving notice from HUD of the conversion of any such tenant-based Mainstream Vouchers to PBV's, DHA will issue a Request for Proposals ("RFP") for all such converted PBV's. The Parties agree that any such RFP will be issued in accordance with DHA's Procurement Procedures then in effect, and will require compliance with all applicable Federal civil rights and fair housing laws and requirements, including Section 504 and HUD's implementing regulation at 24 C.F.R. part 8. In addition, the Parties agree that any such RFP relating to Mainstream Vouchers converted to PBV's

will not be limited to a specific class of individuals with disabilities, except where provided under law and/or with respect to the eligibility criteria required for Mainstream Vouchers. If, however, HUD denies one or more of DHA's request to convert the aforementioned tenant-based Mainstream Vouchers to PBV's, DHA agrees to make any such non-converted tenant-based Mainstream Vouchers available to CPSH within forty-five (45) days after receiving notice from HUD of the denial of any such conversion request. Furthermore, in the event that a lack of Mainstream Voucher funding availability precludes DHA from requesting conversion of any of the fifteen (15) Mainstream Vouchers referenced in the first sentence of this subparagraph, DHA agrees to replace any of the fifteen (15) Mainstream Vouchers that it cannot make available due to lack of Mainstream Voucher funding availability with TBV's which DHA will make available to CPSH-referred persons or households.

c. The parties agree to meet within thirty (30) days from the date this Agreement is executed to develop a plan about how to work cooperatively on the actions described in this Agreement in light of their mutual desire to increase communication between the two organizations and to discuss next steps to make the vouchers described in this Agreement available.

d. DHA agrees to revise its Request for Reasonable Accommodation form as reflected in the attached Exhibit "A".

e. The Texas Municipal League Intergovernmental Risk Pool, on behalf of DHA, will pay $100,000.00 (One Hundred Thousand and No/100 Dollars) payable to Relman, Dane & Colfax PLLC (this $100,000.00 payment and the vouchers referenced in paragraphs a. and b. above shall hereinafter be referred to collectively as the "Consideration"). This payment will be made not later than two (2) business days after all of the parties to this agreement have executed this agreement.

f. The Parties and their counsel have jointly agreed upon a press release relating to the settlement of this case which may be transmitted to the media, and/or published on DHA's and CPSH's websites, social media, newsletters or otherwise.

6. In consideration of the above, the Parties also covenant and agree to the following:

a. The CPSH Plaintiffs agree to follow the rules, conditions, and procedures for obtaining housing under DHA's Section 8 Housing Choice Voucher policies, federal statutes, and regulations, upon receipt of any vouchers.

b. Upon the acceptance of this agreement, CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman forever and unconditionally release and hold harmless DHA, and their past and present officers, directors, trustees, agents, employees, attorneys, representatives, predecessors, successors, assigns, the Texas Municipal League Intergovernmental Risk Pool, Gerald Bright, David Craft and Walker Bright PC, from any and all claims, complaints, or causes of action of any nature whatsoever, known or unknown, which has/have been asserted or could be asserted

by CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman or anyone claiming by, through or under CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman as a result of or relating to the Lawsuit and the allegations made in the Lawsuit and subsequent Appeal, accruing on or before the date CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman execute this agreement, arising out of or relating to any of the claims made by CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman in the Lawsuit and the appeal of same, including but not limited to any and all claims for or arising under the Fair Housing Act, the Americans with Disabilities Act Title II, Section 504 of the 1973 Rehabilitation Act and any other provision of law that could have been alleged in their lawsuit.

c. Upon the acceptance of this agreement, DHA forever and unconditionally releases and holds harmless CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman, and CPSH's past and present officers, directors, trustees, agents, employees, attorneys, representatives, predecessors, successors, assigns, from any and all claims, complaints, or causes of action of any nature whatsoever, known or unknown, which has/have been asserted or could be asserted by DHA or anyone claiming by, through or under DHA as a result of or relating to the Lawsuit and the allegations made in the Lawsuit and subsequent Appeal, accruing on or before the date DHA's authorized representative executes this agreement, arising out of or relating to any of the claims that were made or which could have been made by DHA in the Lawsuit and the appeal of same.

d. CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman acknowledge and the Parties agree that individuals or persons accepting any vouchers made available by DHA will remain subject to any and all of DHA's policies and procedures, HUD regulations and guidelines or any other Federal or State law, pertaining to DHA's Section 8 Housing Choice Voucher Program and/or the Mainstream Program, other than with respect to the Consideration expressed in this Agreement.

7. The Parties agree that this Agreement in no way constitutes a waiver by DHA of DHA's policies and procedures, HUD regulations and guidelines or any other action or right DHA may have under Federal or State law, other than with respect to the Consideration and the claims released herein under the conditions stated, by the execution of this Agreement.

8. The Parties further agree and acknowledge that the DHA makes no guarantee and has no control over whether the CPSH Plaintiffs and their families obtain housing other than with respect to the Consideration.

9. Upon the Parties' full execution of the Agreement, attorneys for the CPSH Plaintiffs will file with the court in the Appeal an agreed motion for dismissal and proposed order as to same and will thereby dismiss with prejudice all of the claims and causes of action in the Appeal and the Lawsuit, with the express agreement and understanding that the DHA is under no obligation under the Agreement if the Appeal is not dismissed with prejudice by the Fifth Circuit Court of Appeals. The CPSH Plaintiffs further agree not to file or refile

a lawsuit against DHA and/or any of its employees on any of the claims released in paragraphs 6b and 6c above.

10. A breach of any term of this Agreement shall give the other party the right to seek monetary damages and other relief for such breach. In any such action, the prevailing party shall be entitled to reasonable attorneys' fees as a part of its costs.

12. This Agreement may be signed in multiple counterparts, each of which shall constitute an original and all of which together shall be considered one instrument. A facsimile, photocopy, or other reproduction of this Agreement or a signature on it shall be as effective as the original Agreement or signature.

13. The provisions of this Agreement are severable. If one or more provisions is determined to be invalid, illegal, or otherwise unenforceable in whole or in part, the remaining provisions, and any partially enforceable provisions, shall be binding and enforceable.

14. It is understood and agreed by each of the CPSH Plaintiffs and DHA that this Agreement is a general release, intended to be full and complete without limitation, except as expressed herein. This Agreement contains the entire agreement between the Parties relating to matters within its scope and constitutes the extent of the consideration and any other consideration for the release contained herein. The terms of this Agreement are contractual and not mere recitals.

15. Each party will bear their own costs and attorneys' fees incurred as a result of the dispute made the basis of the Lawsuit and subsequent appeal, other than as stated herein.

16. The Parties to this Agreement represent and warrant that they have entered into this Agreement of their own free will and in accordance with their own judgment and after consultation with their attorneys, and that they have not been induced to enter into this Agreement by any statement, act, or representation of any kind or character on the part of any other Party hereto, or their agents, servants, employees, representatives, attorneys or affiliated or related entities.

17. The Parties through their respective counsel have negotiated this Agreement. The Parties warrant, represent and agree that they are not relying on the advice of any other Party, or anyone associated with any other Party, as to the legal or other consequences of any kind arising out of this Agreement.

18. The Parties through their respective counsel mutually drafted this Agreement and it is the product of arms-length negotiations, and, therefore, this Agreement shall not be construed more strictly against any party (the Parties expressly waive any rule of contract construction that relates to the identity of the person(s) who drafted this Agreement or to the effect that any ambiguity would be construed against the drafting party).

19. The Parties acknowledge that this Agreement contains the entire agreement of the Parties, that all prior oral or written statements, representations, and covenants are merged into this Agreement, and that any other agreements not expressly stated herein are void and have no further force and effect. The Parties agree that the Agreement may not be amended or modified except by a subsequent, written agreement executed by all of the Parties.

20. This Agreement shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Texas. This Agreement is performable in Dallas, Dallas County, Texas.

21. By their signatures below, each signatory hereto confirms that he/she: (a) is competent to enter into this Agreement and has read and understands this Agreement carefully and completely; (b) has been informed of his/her right to consult with legal counsel, has had ample opportunity to do so, and has in fact done so; and (c) understands and knowingly and voluntarily agrees to the terms, conditions, and waivers set forth in this Agreement. Furthermore, each signatory hereto that is signing on behalf of a corporate entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of such corporate entity, and that this Agreement is a valid and legal agreement binding on such corporate party and enforceable in accordance with its terms.

22. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

– signature pages to follow –

[The balance of this page is intentionally left blank.]

IN WITNESS OF THIS AGREEMENT, a duly authorized representative of CPSH has signed below.

Authorized Agent and Representative of CPSH

IN WITNESS OF THIS AGREEMENT, Cynthia Curtis has signed below.

Cynthia Curtis
Cynthia Curtis

IN WITNESS OF THIS AGREEMENT, Mary Hubbard has signed below.

Mary Hubbard

IN WITNESS OF THIS AGREEMENT, Irene Niemotka has signed below.

Irene Niemotka

IN WITNESS OF THIS AGREEMENT, Margaret ("Peggy") Shadduck has signed below.

Margaret ("Peggy") Shadduck

IN WITNESS OF THIS AGREEMENT, Kelly Waterman has signed below.

Kelly Waterman

IN WITNESS OF THIS AGREEMENT, Troy Broussard, as Authorized Agent and Representative of the Housing Authority for the City of Dallas, has signed below.

Authorized Agent and Representative of the
Housing Authority for the City of Dallas

DHA™
Housing Solutions for North Texas

dha

Request For Reasonable Accommodation

This form is to be used by an individual with a disability who is applying for housing assistance or who is currently a participant in the programs administered by DHA Housing Solutions for North Texas. This form is used to request an accommodation, i.e., a change, an exception, or an adjustment to a rule, policy, practice, or service, or a modification that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.

This form should be completed by the applicant/participant with a disability, unless such individual is a minor or cannot complete the form as a direct result of his/her disability. In such case, the designee of the applicant/participant or the responsible adult may complete the form.

If you need assistance in filling out this form, notify a DHA staff member for assistance. For additional information, contact the Section 504/ADA Coordinator at tel. 214-951-8348; 7-1-1 Relay Texas Assistance; or at e-mail 504/ADA@dhadal.com.

Date of Request: _____

1. Head of Household Name: _____
   Date of birth: _____
   Address: _____
   Phone: _____
2. Name of the individual with a disability requesting the accommodation:
   _____
   Date of birth: _____
   Address: _____
   Phone: _____
   Relationship to the Head of Household: _____
3. Name of the person filling out this form, if not the individual listed in nos. 1 and 2 above:
   _____
   Relationship to the individual listed in no. 2 above: _____
4. I need the following accommodation as a result of my disability (be specific about what you need without disclosing the nature and extent of your disability/medical condition):
   _____
   _____
   _____
   _____
5. *If you are requesting a live-in aide*, you must answer the following questions:
   Full name of your prospective live-in aide: _____
   Is your prospective live-in aide a current member of your household?
   [ ] YES [ ] NO

Note: DHA policy does not allow a current member of the household to serve as live-in aide for that household.

6. In response to a request for a reasonable accommodation, DHA may request reliable disability-related information that (1) is necessary to verify that the person has a physical or mental impairment that substantially limits one or more major life activities, (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation. For purposes of this verification process, provide the following:

   Full name (first and last name) of a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability:

   _____

   Title of this doctor or other medical professional, peer support group, a non-medical service agency, or reliable third party: _____

   Complete mailing address of this doctor or other medical professional, peer support group, non-medical service agency, or reliable third party:

   _____

   Telephone and fax number of this doctor or other medical professional, peer support group, non-medical service agency, or reliable third party: _____

Authorization for Release of Information:

By my signature below, I authorize DHA to contact the healthcare professional listed in #6 above to verify that I, or a member of my assisted family, have a disability and need the accommodation specified above in #4, which is needed as a direct result of this disability. I acknowledge that I am a person authorized to sign this release. I understand that the information to be obtained will be kept confidential and will be used solely for the purpose of determining if the accommodation I have requested can be provided.

Name (printed):

_____

Signature: _____ Date: _____

The Fair Housing Act prohibits discrimination in housing based on color, race, religion, national origin, sex, familial status, or disability.

DHA
Housing Solutions for North Texas

dha.

Transmittal Page for Completed Request for Reasonable Accommodation

This page is to be completed by the DHA staff (Intake & Recertification, Public Housing, and Housing Choice Voucher Programs) working with the Housing Applicant or Participant ("Client") requesting the reasonable accommodation. This page is for internal office use only.

Upon Client's submission of a completed RRA form, DHA staff checks that the form has:

1. All names (first and last) of Head of Household, Individual with Disability requesting the accommodation, and Healthcare Provider;
2. Client's complete and accurate mailing addresses (street number, apartment unit number, city, zip code);
3. Clear statement of the accommodation being requested (e.g., live-in aide, bathroom safety bars, an additional bedroom for medical equipment, assistance animal);
4. Complete and accurate contact information of Client's doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability (mailing address, telephone number, fax number) and this person's professional title (M.D., D.O., N.P., QMHP, others), if any;
5. Client's signature and date on the Authorization for Release of Information.

Name of the Head of Household making this request: _____

Client number:

_____

Name of the individual requesting the accommodation: _____

The client requesting this accommodation is a Public Housing:

[ ] Applicant [ ] Resident

The client requesting this accommodation is a Housing Choice Voucher:

[ ] Applicant [ ] Participant Walker [ ] YES [ ] NO

Printed name and signature of the DHA staff submitting this RRA:

_____

Date: _____

Include any other pertinent information that may be useful to understand this request (except specific information about the client's disability or medical condition):

_____

_____

_____

DRAFT PRESS RELEASE

Dallas, Texas, December XX, 2019-- COMMUNITY FOR PERMANENT SUPPORTED HOUSING ("CPSH") along with individual plaintiffs and DHA, Housing Solutions for North Texas (also known as the Dallas Housing Authority or DHA) today announced that they entered into a settlement agreement in a pending housing discrimination lawsuit. This settlement agreement resolves issues related to the availability of Project-Based Vouchers for persons with Intellectual and Developmental Disabilities in the operating area of DHA: Collin, Denton, Dallas, Ellis, Kaufman, Rockwall, and Tarrant Counties, and reinforces commitments of all parties to improve housing opportunities for people with disabilities.

CPSH and DHA will work together to share information and key dates about voucher availability to people with disabilities, their families, service agencies, and property owners in the Dallas/Fort Worth ("DFW") area. CPSH will be among the organizations that will refer potential voucher holders to DHA.

"This settlement between COMMUNITY FOR PERMANENT SUPPORTED HOUSING and DHA will help us move forward to offer more safe, affordable housing options to people with disabilities. We encourage property owners to invest in homes for these underserved citizens. Through this program we hope to see many more people with disabilities move into housing of their choice throughout DFW." said Robin LeoGrande, President, COMMUNITY FOR PERMANENT SUPPORTED HOUSING.

Troy Broussard, DHA President and CEO, said "This settlement is consistent with DHA's longstanding, continuing and ongoing support for affordable quality housing for persons with disabilities. DHA assists 9,541 households where one or more persons assisted have a disability. This total represents 44% of the number of households served by DHA and we look forward to increasing the number served to benefit persons and families in need of our housing services."

***COMMUNITY FOR PERMANENT SUPPORTED HOUSING** is a charity that creates housing options with the North Texas community for adults with intellectual and developmental disabilities and social challenges regardless of IQ, as well as educational services for these adults and their families to encourage independent living.* www.txcpsh.org *or* rleogrande@txcpsh.org

CPSH was represented in this matter by Relman, Dane & Colfax, PLLC, a Washington, D.C. based civil rights law firm, and by Disability Rights Texas.

***DHA, Housing Solutions for North Texas** provides quality, affordable housing to low-income families and individuals through the effective and efficient administration of housing assistance programs. The agency aims to create opportunities for program participants to achieve self-sufficiency and economic independence. DHA provides housing opportunities to 55,000 people through public housing developments and Housing Choice Voucher (Section 8) programs. Our mission is to provide affordable quality housing and access to supportive resources across North Texas. DHA is governed by its Board of Commissioners and the U.S. Department of Housing and Urban Development. DHA is an independent, local government entity, that is separate from the Dallas City Housing/Community Services Department.* www.dhantx.com

DHA was represented in this matter by Walker Bright P.C. and Greg Mays of DHA's Office of the General Counsel.

Addendum #12

Dallas Housing Authority

Section 8 Programs

Emergency Housing Voucher (EHV) MOU

Memorandum of Understanding

This Memorandum of Understanding demonstrates the roles and responsibilities of the parties involved in the delivery of Emergency Housing Voucher (EHV) program and related services.

This Memorandum of Understanding (MOU) has been created and entered into on July 27, 2021 by and between ***DHA, Housing Solutions for North Texas,*** *a body politic and corporate subdivision of the State of Texas and a public housing authority,* hereafter referred to as **DHA** and **TX-600 Dallas City & County/Irving Continuum of Care (CoC),** hereafter referred to as CoC. TX-600 Dallas City & County/Irving Continuum of Care assigned Metro Dallas Homeless Agency (MDHA) to be its lead agency. Through this designation, MDHA is the administrative agent that carries out the activities of the CoC.

DHA, MDHA and CoC may hereafter individually be referred to as "Party" and collectively be referred to as the "Parties."

1) Program Purpose:

The Emergency Housing Voucher program is to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

2) Term

The term of this MOU shall commence on July 29, 2021 and shall end upon December 31, 2023 unless terminated earlier as set forth herein.

3) Termination

If any Party decides that it no longer wishes to participate in this MOU, then the terminating Party must give the other Party 60-day's written notice. Notice shall be given by certified mail as outlined in the Notice section of this MOU.

4) Program Goals:

a. DHA and the CoC are committed to providing quality housing and supportive services to qualified recipients of the Emergency Housing Voucher program in accordance with all applicable federal program requirements.

b. DHA's goal is to assist 490 qualified households by making EHV available to the households in an effort that the family secure safe, decent, and affordable housing of their choice.

c. The CoC's goal is to provide critical and essential referral, housing search and supportive services to qualified program participants to assist them in finding and maintaining suitable rental housing.

5) EHV Eligibility is defined as:

One or more persons who are:

a. Homeless;

b. At-risk of homelessness;

c. Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and

d. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

6) EHV Program

The Emergency Housing Voucher (EHV) program is designed to provide rental housing assistance through the U S Department of Housing and Urban Development's (HUD) Housing Choice Voucher program. EHV assistance takes the form of rental housing assistance and services that create affordable housing for the homeless by incenting property owners / landlords to rent units to eligible EHV households and to provide other services including assistance to applicants to complete an application for housing assistance, assistance to obtaining a housing choice

voucher, housing search assistance, and financial assistance to cover the cost of apartment application fees, security deposit, utility deposit, and moving costs.

EHV assistance is targeted to individuals and families identified in section 5.

The Emergency Housing Voucher program is funded by the U.S. Department of Housing and Urban Development (HUD). HUD awarded EHV funding to DHA, *Housing Solutions for North Texas*. DHA is the lead agency, accountable to HUD for the administration and operation of the EHV program.

DHA looks forward to working with the CoC to assist qualified households and is reliant on the CoC to provide a timely supply of referrals to make the program work as intended.

We know that persons that are chronically homeless have more than just housing problem. DHA deeply appreciates the CoC for its role in providing applicants with the critical support services and general assistance they need to avail themselves of this rental housing

assistance program, to find suitable rental housing, and to maintain the stability of the housing they find.

DHA deeply appreciates the partnership and collaboration of the Apartment Association of Greater Dallas and recognizes that without willing property owners and property management staff, the clients this program intends to help will remain homeless.

Roles and responsibilities of both DHA and the CoC are identified in sections 7 and 8.

7) <u>DHA's Role and Responsibilities</u>

1. DHA's role is to provide EHV Housing Choice Voucher rental housing assistance to qualified persons (individuals and families) and evaluate applicants referred by the CoC.
2. DHA shall receive CoC applicant referrals from the CoC Coordinated Entry System through DHA's designated digital web based platform for receiving referrals.
3. DHA shall provide an on-line digital portal for applicants to submit a full application.
4. DHA will process full applications when received as soon as possible, with a goal to complete its review of the full application within 5 business days, contingent on the volume of applications received.
5. DHA will issue a determination of eligibility and notify the applicant and the CoC of its findings as to applicant eligibility or additional items required to determine eligibility for participation in the EHV program
6. DHA's role is to determine applicant eligibility, including but not limited to income, assets, and expenses, and issue housing vouchers to qualified applicants in a timely manner and provide a detailed orientation briefing to each qualified applicant.
7. DHA shall provide a reasonable period of time for applicants to complete the online application process and to perform other tasks associated with the EHV program. DHA requires the applicant to attend all schedule interviews or other meetings including the orientation briefing and that the applicant and their CoC representative will work diligently to complete the application process, and to receive their housing voucher and related orientation briefing if determined eligible, and to diligently search for and locate suitable rental housing of their choice.
8. DHA shall invite applicants who are determined eligible to participate in the EHV program to attend an orientation briefing and receive their housing voucher. With a housing voucher, applicants may search for rental housing of their choice. When housing voucher holders identify suitable rental housing and a landlord willing to rent to them, they are responsible to complete a HUD form titled Request for Tenancy Approval (RFTA). This form is to be completed by the applicant and the Landlord, signed by both parties, and returned to DHA.

9. Upon receipt of the RFTA, DHA shall review the RFTA form to determine if it is complete. DHA shall notify the landlord, applicant and CoC of any required information that may be missing from the RFTA.

10. With receipt of a completed RFTA form and associated materials, DHA shall conduct a rent reasonableness assessment, an affordability test, and an initial rental housing inspection.

11. Upon receipt of a completed Request for Tenancy Approval (RFTA) form, DHA shall contact the owner / owner's representative and schedule the unit for an initial housing inspection. DHA will initiate contact with the landlord on the day the RFTA form is receive or the next work day to schedule the initial housing inspection.

12. DHA shall calculate the tenant portion of rent and the housing assistance payment amounts, and prepare a Housing Assistance Payments contract.

13. DHA shall collect required forms from the landlord including an IRS form W-9, an executed copy of the lease agreement, a signed Housing Assistance Payments Contract, evidence of ownership of the dwelling unit, and other information as may be required.

14. Upon receipt of all necessary information DHA will issue the initial Housing Assistance Payment.

15. On an ongoing basis DHA shall issue monthly Housing Assistance payment to the landlord on or about the first of each month, perform a rent comparability assessment in conjunction with any subsequent rent increase, conduct a Housing Inspection to determine if the unit selected by the applicant meets the HUD Housing Quality Standards biennially and upon request. DHA shall also process annual recertification to determine if participants are eligible for continued assistance in the EHV program.

16. DHA shall reimburse the CoC for eligible Services provided to EHV applicants and program participants (see Attachment B) within 30 days of receipt of submission where all required documentation is included

17. DHA shall designate an individual to serve as the lead EHV liaison.

18. DHA shall comply with the provisions of this MOU.

8) <u>CoC Roles and Responsibilities</u>

1. CoC shall designate and maintain a representative as lead EHV liaison to communicate with DHA.

2. CoC shall refer a sufficient supply of eligible individuals and families to DHA from the community's coordinated entry system or secure Victim Services system to satisfy the program allocation of 490 Emergency housing Vouchers. CoC understands that not all EHV recipients will be successful in utilizing their emergency housing voucher and as a result DHA will require a sufficient number of total referrals (approximately 2,500 referred households) to attain the objective of housing 490 households who successfully lease a unit where a housing assistance payments contract is executed. The CoC will provide a referral schedule (Attachment E) that ensures DHA meets its goal of providing rental housing assistance to 490 individuals into housing by December 31, 2021.

3. The CoC shall provide sufficient staff as may be required to refer applicants to DHA for EHV housing assistance and to assist and support applicants to complete their full application for the EHV program, and to assist and support applicants to obtain and provide DHA with the required supporting documentation (see Attachment B), and to assist and support applicants with communications, interactions and meetings with DHA as may be required to complete eligibility determinations, and to actively engage in the housing search process, and with interactions and transactions with the property owner / landlord to complete the landlord's application to rent a unit, to view prospective available rental units and to complete a Request for Tenancy Approval form when a unit is selected where the landlord is willing to rent to the subject applicant, and to aid applicants in addressing any challenges in making an application, receiving a housing voucher and in locating suitable rental housing and completing the leasing process.

4. The CoC shall effectively collaborate with service providers within the CoC to support DHA in scheduling the applicant to meet with DHA staff as needed, to ensure that appointment notifications are received and to assist applicants to attend scheduled meetings/appointment with DHA, as required, in-person or virtually.

5. CoC shall support applicants to apply for and obtain required documentation to accompany their EHV application and to support the applicant to submit a completed EHV application to DHA (including any self-certifications, birth certificate(s), social security card(s), documentation of household income, etc.).

6. CoC representative or service provider shall attend the scheduled EHV participant briefings and assist applicants scheduled to attend the briefings. Orientation briefings may be in person or conducted virtually, as needed

7. CoC shall complete an assessment of needs of EHV participants referred to DHA for EHV assistance, identify supportive services available to meet their needs and assist individuals and families transition from homelessness to residency in stable housing during the household's participation in the program.

8. CoC shall provide housing search assistance outlined in HUD Notice PIH 2021-15 to each EHV qualified applicant that receives an EHV voucher.

9. CoC shall be promptly available to represent the tenant in behavioral disputes that may arise between the tenant and landlord and the tenant and other residents with the goal of finding an appropriate resolution to the dispute to maintain suitable affordable housing for the client and to maintain a good relationship with the landlord.

10. CoC shall promptly notify DHA if it discovers that the EHV participating tenant has vacated the assisted unit.

11. CoC shall effectively assist program participants that require assistance with making landlord incentive fees, application fees, security deposits, utility connection fees, utility deposits and moving costs and damage mitigation fees. CoC shall issue these payments directly to the landlord, moving company and utility company, pursuant to DHA requirements (EHV program Service Fees are identified in HUD Notice PIH 2021- 15, and specifically the DHA Service Fee payment schedule (Attachment B). CoC shall submit reports to DHA with supporting documentation evidencing the payments issued as required by DHA.

12. CoC shall issue payment of specified supportive services designed to help the applicant transition from homelessness to stable rental housing. CoC shall prioritize supportive service resources available in this program, such as landlord incentives, that secure rental housing for this program's target population (see attachment B). CoC understands that One Million Seven Hundred and Fifteen Thousand dollars ($1,715,000) is the total sum available for Service Fees in the EHV program.

13. CoC shall provide DHA with a monthly accounting (including back-up documentation for each applicant or program participant) for reimbursement of allowable expenses, including housing search assistance, security deposits, utility deposits, rental applications, tenant moving expenses, landlord incentives, damage mitigation fees, and other eligible uses (see Attachment C and D).

14. CoC shall comply with the provisions of this MOU.

15. CoC acknowledges that DHA's vouchers can be utilized in the following counties: Denton, Collin, Tarrant, Dallas, Rockwall, Kaufman, and Ellis Counties.

9) Operational Points of Contact:

The following will serve as lead Emergency Housing Voucher program points of communication for and during the operation of the program:

DHA Lead HCV Liaison:

Brooke Etie, DHA Vice President of Voucher Programs DHA, Housing Solutions for North Texas

3939 N. Hampton Road Dallas, Texas 75212

214-640-6810

Brooke.Etie@dhantx.com

CoC Lead CoC Liaison:

Nissy New, MDHA Chief Operating Officer Address: 2816 Swiss Avenue, Dallas, TX 75204 Phone #: 469-275-8523

Email address: nissy.new@mdhadallas.org.

10) Compliance with Law

The CoC and MDHA shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations and the lawful orders of any public authority bearing on the performance of the services outlined in this MOU. If CoC and MDHA performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, the CoC and MDHA shall assume full responsibility and shall bear all cost and liability attributable thereto.

By execution of this MOU, the CoC and MDHA warrants and covenants to DHA that all services will be performed in accordance with all applicable federal, state, county and city codes, laws, ordinances, rules and regulations. Furthermore, the CoC and MDHA shall obtain and maintain in full force and effect during the term of this MOU, such licensing and/or permits as may be required by federal, state and local authorities.

11) Indemnification

TO THE EXTENT PERMITTED BY TEXAS LAW, MDHA, as the lead agency of the CoC AGREES TO DEFEND, INDEMNIFY AND HOLD DHA, ITS COMMISSIONERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, AND VOLUNTEERS HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, "DAMAGES" FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, FAILURE TO COMPLY WITH GOVERNMENTAL LAWS OR REGULATIONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY A BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS MEMORANDUM OF UNDERSTANDING, OR BY ANY ACT OR OMISSION OF THE CoC or MDHA, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS OR VOLUNTEERS, IN THE PERFORMANCE OF THIS MOU. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS SECTION. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

12) Insurance

The MDHA, as lead agency of the CoC, shall maintain in full force and effect throughout the duration of this MOU insurance that is maintained at appropriate levels of insurance to commensurate with the MDHA's obligations hereunder and in accordance with sound accounting practices. The MDHA will be responsible for all costs of such insurance, and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

MDHA's insurance coverage shall be primary and noncontributory with respect to DHA, its commissioners, officers, directors, employees and volunteers.

Approval, disapproval, or failure to act by DHA regarding any insurance supplied by MDHA shall not relieve MDHA of full responsibility or liability for damages, accidents, lawsuits, judgments, fines, penalties, losses, expenses or any claim or cause of action related to MDHA's obligations, as the lead agency of the CoC, under this MOU. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate MDHA from liability.

13) Confidentiality

CoC and MDHA agrees that any personal identifying information that it receives will be strictly maintained and that no use of the data will be shared without the prior written consent of DHA.

14) Access to Records

CoC and MDHA acknowledges that DHA is a grantee of federal funds and therefore the CoC and MDHA agrees to provide access during reasonable business hours to DHA, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CoC and MDHA which are directly pertinent to this MOU for the purpose of making audit, examination, excerpts, and transcriptions.

15) Retention of Records

The CoC and MDHA agrees to the retention of all records pertinent to this MOU for a period of three (3-years or longer in accordance with the CoC and MDHA's retention schedule) after this MOU is terminated and all other pending matters are closed.

16) Equal Employment Opportunity

The CoC and MDHA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. The CoC and MDHA shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or handicap. Such action shall include, but not be limited to (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship. To the extent permitted by applicable law, MDHA, as the lead agency of the CoC, agrees to indemnify, defend and save DHA harmless from all claims, investigations and suits with respect to all alleged or actual violations of state or federal labor laws resulting from any act or acts, or omissions of the CoC and MDHA.

17) Assignment

This MOU is not assignable unless such assignment shall be consented to in writing by both parties prior to the assignment.

18) Paragraph Headings

The paragraph headings used herein are descriptive only and shall have no legal force and effect whatsoever.

19) Amendment or Modification

No modification, amendment, or waiver of the provisions of this MOU shall be effective unless in writing and signed by both Parties.

20) Subcontractors

The CoC and MDHA shall not sub-contract any portion of the work to be performed or services to be provided under this MOU without first obtaining the written consent of DHA.

21) Integration and Severability

This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, either written or oral. This MOU cannot be altered, changed or amended except by written instrument signed by both parties.

Should any portion of this MOU be deemed unenforceable by a court of competent jurisdiction or by operation of law, the remaining portions hereof shall be unaffected and be interpreted as if such unenforceable portions were initially deleted.

22) State Law and Venue

This MOU has been executed and delivered in the State of Texas, and shall be construed in accordance with the laws of such State, without regard to the conflict of law provisions of the State of Texas or any other jurisdiction. Any action brought to enforce or interpret this MOU shall be brought in the court of appropriate jurisdiction in Dallas County, Texas.

23) No Agency Relationship

Nothing contained in this MOU or in the relationship between DHA and CoC and MDHA shall be deemed to constitute such relationship as a partnership or joint venture, or constitute the CoC and MDHA as an employee or a partner of DHA, or create any other relationship between DHA and the CoC and MDHA, expressed or implied, it being understood and agreed that the CoC and MDHA is an independent service provider. In particular, the CoC

and MDHA shall be responsible for all of the Coe and MDHA's employees and agents, the supervision of all persons performing services for and on behalf of the Coe and MDHA and for determining the manger and time of performing of all acts to be performed by the Coe and MDHA under this MOU.

24) Advice of Counsel

Both Parties acknowledge that this MOU is a legal. document and that they have been advised and given the opportunity to seek the advice of legal counsel of their own choosing as to its contents, obligations, and effect.

25) Program Evaluation

DHA, the Coe and MDHA agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

Signed by:

Troy Broussard, DHA President & CEO Date: July 29, 2021

Coe Lead Agency Board Chair Date: July 29. 2021

MDHA, Board Chair Date: July 29. 2021

Attachment A

Emergency Housing Voucher (EHV) Letter of Referral

1. Enter Your Passcode Here:

Pre-Application Information

2. Applicant First Name

3. Applicant Lase Name

4. Applicant DOB

5. Applicant SSN

6. Applicant race (Check all that apply)
White
Black
American Indian
Asian
Pacific Islander
Other

7. Is the applicant Latino/Hispanic?
Yes
No

8. What is the applicant's citizenship? *(At least one member of the household must be an eligible citizen or an eligible non-citizen)*
Eligible Citizen
Eligible Non-citizen
Ineligible Non-citizen
Pending Verification

9. What is the applicant's annual income? *(Annual income includes all income amounts, monetary or not that: 1) belong to all family members, 2) are anticipated to be received by the family, 3) are derived from assets to which any member of the family has access.)*

10. Do any of these descriptors apply to the applicant? (Check all that apply)
Near Elderly (55+)
Elderly (65+)
Disabled
Displaced
Homeless
None

11. Does the applicant or any members of the applicant's household require accessibility features? (Check all that apply) *(The following information is gathered for statistical purposes only and applies only to the primary pre-applicant, spouse, or co-head of household)*
Hearing access
Mobility access
Sight access
None

12. Does the applicant have a mailing address?
Yes
No

13. If 12= yes then: What is the Applicant's Address:

14. Applicant Email Address:

Referral Notice

The above Applicant is being referred to DHA based upon the requirements under the EHV Program. Our records show that the Applicant qualifies for the following eligibility criteria. We acknowledge that DHA may verify the information provided herein. Attached is a copy of the original Pre-Application that has been completed by the Client.

15. Please upload a copy of the original Pre-Application that has been completed by the Client here.
File Upload

16. Please select any of the details below that apply to your client. (Check all that apply)
Homeless
At risk of homelessness
Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking
Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability
None

17. Agency Name:

18. Submitted by Name:

19. Agency Phone Number:

20. Agency Fax Number:

21. Agency Address:

22. Name of Program Director/Authorized Staff:

23. Signature of Program Director/Authorized Staff:

Attachment B

DHA shall reimburse the CoC for service provided by the CoC to persons determined eligible to participate in the EHV program.

CoC shall provide DHA with expense reports identifying expenses by expense type and by Eligible EHV applicant / program participant as outlined below and on a monthly basis.

Eligible expenses:

1) Search Assistance / Lease-up Assistance: CoC may receive reimbursement in the amount of $100 per EHV applicant / program participant for services rendered in helping the applicant utilize their EHV voucher to search for suitable housing including searching for suitable housing through whatever means necessary, including transportation for the applicant to view available /prospective rental housing, transportation to meet with the landlord, to complete the application, etc. CoC shall submit documentation to DHA monthly describing and supporting the housing search activity(s) and the EHV applicant / program participant's name associated with these activities.

2) Moving Expenses: CoC may receive reimbursement in the amount of $200 per EHV applicant / program participant for services rendered in helping the applicant move into the client selected rental housing after full execution of the Housing Assistance Payments Contract. CoC shall furnish DHA with an expense report identifying the name of the EHV program participant, the name of the vendor or service provider that moved the client's owned or donated possessions into the assisted unit, and the unit address to which the possessions were moved to along with a receipt evidencing payment issued and payment received by the vendor

3) Application Fees: CoC may receive reimbursement in an amount up to $150 per EHV applicant / program participant for the actual cost of a rental housing application for a unit selected by the applicant for possible occupancy and inclusion in the EHV program.

4) Security Deposit: CoC may receive reimbursement in the amount of the actual Security Deposit not to exceed two months' (2) rent for each EHV program participant after full execution of the Housing Assistance Payments Contract. CoC shall furnish DHA with an expense report identifying the name of the EHV program participant, the name of the landlord to whom the Security Deposit was paid, the unit address to which the Security Deposit is applied, along with a receipt evidencing payment issued and payment received by the landlord.

5) Utility Deposit / Utility Transfer Fees: CoC may receive reimbursement in the amount of the actual Utility Deposit and Utility Transfer expenses paid to a utility company, up to $200, to establish an account for utility services on behalf of the EHV program participant. Covered Utilities include electricity, natural or liquid propane gas, and water. CoC shall furnish DHA with

an expense report identifying the name of the EHV program participant, the name of the vendor to whom the Utility Deposit / Utility Transfer fee was paid, the unit address to which the Utility Deposit is applied, along with a receipt evidencing payment issued and payment received by the vendor.

6) Landlord Incentive Fee: CoC may receive reimbursement for the actual amount of Landlord incentive bonus that was paid up to $1,000 paid on behalf of each EHV program participant paid to a landlord (Property Owner or official Owner Agent) as an incentive to lease to the qualified EHV applicant. Payments shall be made to the landlord in quarterly installments, the sum of which shall not exceed $1,000. DHA shall reimburse CoC after the execution of the HAP contract with the following documentation: (1) Expense report identifying the name of the EHV program participant, the name of the landlord to whom the Incentive Bonus was paid, and the unit address to which the Incentive Bonus is applied, and (2) Receipt evidencing payment issued and payment received by the landlord.

7) Damage Mitigation Fee: CoC may receive reimbursement for the actual amount of Damage Mitigation Fee that was paid up to $500, paid on behalf of each EHV program participant, paid to a landlord (Property Owner or official Owner Agent) as an incentive to lease to the qualified EHV applicant. DHA shall reimburse CoC after the execution of the HAP contract with the following documentation: (1) Expense report identifying the name of the EHV program participant, the name of the landlord to whom the Damage Mitigation Fee was paid, and the unit address to which the Damage Mitigation Fee is applied, and (2) Receipt evidencing payment issued and payment received by the landlord.

Attachment C

Emergency Housing Voucher (EHV) Service Fee Request

Date of Request: _____

Applicant Name: _____

Property Address: _____

_____

Landlord Name: _____

Search Assistance Fee

Paid to CoC *as reimbursement ofter the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

Eligible Fee: $100.

Moving Expenses:

Paid to CoC *as reimbursement ofter the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

All Bedroom Sizes: $200

Eligible Amount of Moving Expenses: $ 200

Application Fees:

All Bedroom Sizes: Up to $150

Paid to CoC *as reimbursement ofter* cost *is incurred and paid on behalf of the EHV applicant. Receipts required.*

Eligible Amount of Application Fees: $ _____

Security Deposit:

Paid to CoC *as reimbursement ofter the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

# of Bedrooms: _____

Amount of Security Deposit Paid: $ _____

Paid to: _____

Utility Deposit/Transfer Fees:

Paid to CoC *as reimbursement ofter the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

All Bedroom Sizes: Actual amount paid; up to $200

Amount of Utility Fees: $ _____

Landlord Bonus Incentive:

Paid to CoC *as reimbursement after the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

All Bedroom Sizes: Up to *$1,000.*

Eligible Amount of Landlord Bonus: $ _ _ _ _ _ _ _ _ _ _

Damage Mitigation Fee:

Paid to CoC *as reimbursement after the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

All Bedroom Sizes: Up to *$500*

Amount Paid to Landlord: $ _____

I certify that the above information provided to DHA is true, accurate and correct.

CoC Representative: _____ (please print)

CoC Signature: _____ Date: _____

All Service Fee reimbursement is subject to *funding availability and the discretion of DHA.*

FOR DHA USE ONLY

Received by: _____ Date: _____

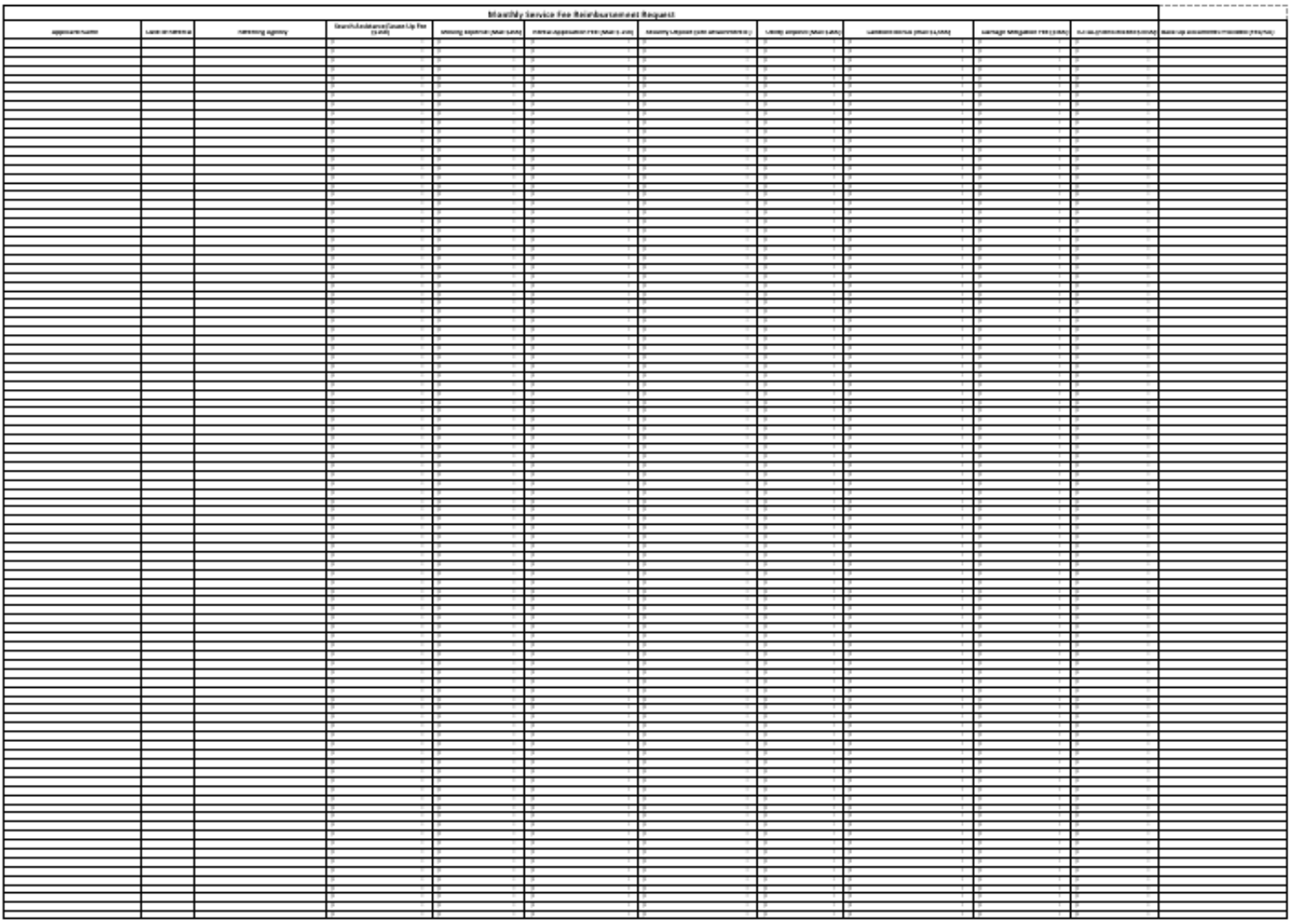
Meets EHV criteria? _____

Date HAP Contract Received: _____

Date of Move in to new unit: _____

Owner/Agent Name: _____ Owner#: _____

Attachment D



Attachment E

CoC - MDHA Referral Schedule

Month Referred	No. of Homeless Clients Referred to DHA
August-21	100
September-21	175
October-21	115
November-21	100
December-21	50

2026 PHA Plan
Supplemental Documents

Administrative Plan for the DHA Housing Choice Voucher Programs
Draft: July 2025
Compared with Policy in Effect in January 1, 2025

DRAFT
ADMINISTRATIVE PLAN
FOR THE
DHA HOUSING CHOICE VOUCHER PROGRAMS

Effective Date: TBD

Adopted: TBD

Replaces last revision of: January 1, 2025

EQUAL HOUSING OPPORTUNITY

DHA
Housing Solutions for North Texas

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Housing Choice Voucher Program Administrative Plan

Introduction

The DHA administers a variety of tenant-based, project-based, and grant programs under Section 8 of the 1937 Housing Act. Administration of these programs complies with the U.S. Department of Housing and Urban Development (HUD) regulations for the Section 8 Housing Choice Voucher Program, as set forth in title 24 of the Code of Federal Regulations (CFR), Part 982 and 983 et al. DHA complies with all federal, state and local housing laws. Definitions of terms used in this Administrative Plan are found in the last section of this Plan.

DHA, *Housing Solutions for North Texas* is dedicated to excellence in providing quality, affordable, and safe housing to eligible persons consistent with community needs. We foster effective and creative partnerships to maximize opportunities that improve the economic and personal well-being of the people that we serve. DHA diligently conducts its business in an efficient, professional, and ethical manner without discrimination.

Purpose of the Administrative Plan

The Administrative Plan establishes policies for functions and operations that are not governed by Federal regulations for the Housing Choice Voucher Program and other special programs administered by DHA. The Administrative Plan, hereinafter referred to as the "Plan", covers both admission to and continued participation in the abovementioned programs.

Only DHA's Board of Commissioners is authorized to approve changes to the Plan. DHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by the agency. If such changes conflict with this Plan, HUD regulations take precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Vice President of Voucher Programs and/or the Director of Compliance. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

By the adoption of this Administrative Plan, the Board of Commissioners authorizes the CEO to make HUD-authorized charges (see 24 CFR §982.155) against the administrative fee reserve.

DHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly, by all program staff. Issues not addressed in this document related to applicants, program participants and owners are governed by the U.S. of Housing and Urban Development Code of Federal Regulations, notices, or other applicable law.

Section I. Special Conditions & Objectives of the Section 8 Housing Choice Voucher Program

A. Special Conditions and Arrangements

1. Debra Walker et al. v. HUD et al.: DHA will administer the Walker Settlement Program as required by the United States District Court of the Northern District of Texas, Dallas Division. DHA will administer the obligations set out in the Amended Agreed Final Judgment and the Settlement Voucher Implementation Plan approved by the United States District Court filed November 19, 2019. This program is covered in full in

Addendum 8 to this Plan.

2. Public Housing Desegregated Housing Opportunities: DHA shall provide each Class Member leasing a public housing unit the opportunity to be placed on the Section 8 Waiting List if DHA is accepting Section 8 Housing Choice Voucher applications. If DHA is not accepting new applications for its Housing Choice Voucher Program at the time an applicant leases a public housing unit, DHA will inform the applicant in writing of his/her right to apply for the program when the program waiting list opens.

B. Objectives of Section 8 Housing Choice Voucher Programs

1. DHA's objective in administering the Housing Choice Voucher Programs is to provide decent, safe, and sanitary affordable housing to low-income families otherwise unable to obtain adequate housing. The number of families served is limited by the number of vouchers and funding available, DHA's budget, and the availability of adequate housing with landlords willing to participate with the program.
2. The Section 8 Housing Choice Voucher Program provides participating families with greater choice of housing opportunities by subsidizing rental payments to private landlords. Through this program, DHA helps low-income families obtain quality housing within DHA's geographical jurisdiction.
3. DHA's jurisdiction includes all cities located in whole or in part in Dallas County, the City of Plano and City of Red Oak, Texas, as well as Collin, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.
4. Through program administration, DHA shall:
    a. Ensure eligibility and correct family share of rent for participating families;
    b. Ensure Housing Quality Standards are enforced;
    c. Ensure no more than reasonable rents are paid for all units under contract in the Section 8 Housing Choice Voucher Program;
    d. Offer all current and future Section 8 Housing Choice Voucher Program families counseling and referral assistance on the following priority basis:
        1) All Section 8 Housing Choice Voucher families residing in a unit in which payment to the landlord is abated because of a failed inspection; and
        2) All other Section 8 Housing Choice Voucher families;
    e. Make every effort to assist a substantial percentage of its Section 8 Housing Choice Voucher families to find units in low-poverty neighborhoods; and
    f. Limit occupancy of DHA's voucher families to no more than 30% of the total number of units at any apartment community, except when the owner has demonstrated the ability to manage the complex effectively and adhere to Housing Quality Standards AND except for developments that provide rental housing exclusively for senior and or persons with disabilities.

Section II. Fair Housing and Equal Opportunity

A. Nondiscrimination and Affirmatively Furthering Fair Housing

DHA affirmatively furthers fair housing and works to remove impediments to fair housing choice in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing fair housing and equal opportunity in housing, and marketing the program to members of protected classes who are "least likely to apply".

We are committed to equal opportunity for all program applicants, program participants, and landlords to be treated equally without regard to age, ancestry, color, family or medical care leave, gender identity or expression, genetic information, marital status, medical condition, national origin, physical or mental disability, political affiliation, protected veteran status, race, religion, sex (including pregnancy), sexual orientation and gender identity, or any other characteristic protected by applicable laws, regulations and ordinances. DHA shall not discriminate against any applicant, program participant, or landlord; nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. DHA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

B. Applicable Federal Laws and Regulations

Federal laws require PHAs to treat all applicants and program participants equally, providing the same quality of service, regardless of family characteristics and background. DHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including but not limited to:

1. Title VI of the Civil Rights Act of 1964; which forbids discrimination on the basis of race, color, national origin; **24 CFR §§ 1**
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendments Act of 1988), which prohibits discrimination because of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability, in the sale or rental of housing, or in other housing-related activities; 24 **CFR § 100**
3. Executive Order 11063;
4. Section 504 of the Rehabilitation Act of 1973; which prohibits discrimination on the basis of disability in programs receiving Federal financial, including from HUD ; 24 **CFR § 8**
5. The Age Discrimination Act of 1975; which establishes certain rights of the elderly; 24 **CFR § 146**
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern);
7. Violence Against Women Act of 1994 (VAWA) (as amended in 2000, 2005, 2013, 2016, and by the Violence Against Women Act of 2022).
8. An applicant or Program participant of DHA's Housing Choice Voucher program may not be denied

admission to, denied assistance under, or terminated from participation on the basis or as a direct result of the fact that the applicant or Program Participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or program participant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR part 5, subpart Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity;

9. Affirmatively Furthering Fair Housing requirements; and
10. Housing Opportunities Through Modernization Act (HOTMA).

When more than one civil rights law applies to a situation, the laws will be read and applied together. DHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of program participants, applicants, or staff that may subsequently be enacted so long as such laws or ordinances do not conflict with Federal laws.

C. Equitable Treatment

DHA will not use membership in any protected class to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the Housing Choice Voucher program;
2. Provide housing that is different from that provided to others[1];
3. Subject anyone to segregation or disparate treatment;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission;
6. Steer an applicant or program participant toward or away from a particular area based any of these factors;
7. Deny anyone access to the same level of services;
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
9. Discriminate in the provision of residential real estate transactions;
10. Discriminate against someone because they are related to or associated with a member of a protected class; or
11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

D. Providing Information to Families and Owners

1. DHA will ensure that families and owners are fully aware of all applicable civil rights laws and regulations. As part of the briefing process, DHA will provide information to applicant families about civil rights

[1] Except when needed to provide person with disabilities special services to achieve equal access to programs.

requirements and the opportunity to rent in a broad range of neighborhoods. 24 CFR §982.301

2. The Housing Assistance Payment (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, or disability in connection with the contract.

E. Discrimination Complaints

1. If an applicant or program participant believes that any family member has been discriminated against by DHA or an owner, the family should advise DHA.
2. HUD requires DHA to make every reasonable attempt to determine whether the applicant's or program participant's assertions have merit and take any warranted corrective action.
3. In addition, DHA will provide information to applicants and program participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the City of Dallas' Fair Housing Office, the Texas Human Rights Commission, the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service.
4. All applicable fair housing information and discrimination complaint forms will be made available to applicants and program participants, including form HUD-903 or form HUD-903A.

F. Reasonable Accommodations for People with Disabilities

1. DHA, as a public agency that provides affordable rental housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and program participants if they or any family member have a disability and the requested accommodation has a nexus to the disability subject to number 5(a) and 5(b) below. 24 CFR §8.4
2. DHA will not seek verification of an individual's disability or that the requested accommodation would serve an individual's disability-related need if the disability or accommodation's connection to the disability is obvious, readily apparent or otherwise known. However, if the disability or accommodation's connection to the disability is not obvious, readily apparent, or otherwise known, DHA will verify that the person is disabled or that the accommodation sought would serve an individual's disability related need through a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability. Approved reasonable accommodations will not require annual or periodic re-verification if the disability is permanent.
3. In circumstances where there is a delay in the implementation of an approved reasonable accommodation, notice shall be provided to the tenant explaining the precise basis for delay, an estimated timeframe for implementation of the request, and providing the tenant with an opportunity to appeal to the Disability Rights Coordinator in cases of emergency or to contest a delay through the grievance process. In such circumstances, the Disability Rights Coordinator will have the authority to require the implementation of any approved reasonable accommodation request.
4. DHA shall seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability related need.

5. Reasonable accommodation requests may consist of a change, modification, exception, alteration, or adaptation in a policy, procedure, practice, program, service, activity, facility, or dwelling unit that may be necessary to provide an Individual with a Disability an equal opportunity to:
    a. Use and enjoy a dwelling, including public and common use areas of a development;
    b. Participate in, or benefit from, a program (housing or non-housing), service, or activity;
6. To avoid discrimination against an individual with a disability, such an accommodation must be granted unless it would:24 CFR §8.21(b) and 24 CFR §8.24(a)(2)
    a. Causes an undue financial and administrative burden; or
    b. Represents a fundamental alteration in the nature of DHA's program.
7. Subject to the undue burdens and fundamental alterations tests, DHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all, at no charge to the individual requesting the reasonable accommodation
8. To permit people with disabilities to take full advantage of the DHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, DHA shall comply with all requirements and prohibitions in applicable law.
9. Specific actions are described in DHA's Reasonable Accommodation Procedure (357-1.1). 24 CFR §8.4
10. Facilities and programs used by applicants and program participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by program participants with a full range of disabilities. 24 CFR §8.21
11. Documents and procedures used by applicants and program participants will be accessible for those with vision, hearing or other sensory impairments. DHA documents will be written to enable applicants and program participants with learning or cognitive disabilities to understand as much as possible. Methods used to ensure that the DHA provides effective communication for persons with disabilities is described in *DHA's Reasonable Accommodation Procedure* and *DHA's Effective Communication Procedure*.
12. Individuals will not be asked or required to provide or to pay for their own interpreters or other Auxiliary Aids;
13. DHA shall provide appropriate Auxiliary Aids, where necessary, to afford an individual with a disability an equal opportunity to participate in, and benefit from, DHA's programs, services and activities.
14. DHA shall provide for individuals who are blind, have low vision, or have cognitive disabilities to receive forms, notices, and other information in alternative formats, as reasonably requested, including requests to receive in a requested alternate format all print materials distributed, posted, or made available to applicants and program participants.
15. DHA shall make individuals aware of the availability of Auxiliary Aids to support successful completion of the program participant's annual recertification process, if requested as a need by the individual.

16. DHA shall inform requestors about their right to access DHA's grievance procedures for the Reasonable Accommodation process.

    a. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other member with a disability must still be capable of meeting essential obligations of tenancy. An individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity. *Essential eligibility requirements* include stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the recipient. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be *qualified* for occupancy in a project where such supportive services are provided by the recipient as part of the assisted program. The person may not be *qualified* for a project lacking such services.24 CFR 8.3

17. If an applicant or program participant receives a referral to an agency or individual who can assist the applicant or program participant with complying with the essential obligations of tenancy, the applicant or program participant is not obligated to accept the service, but if refusing service results in a lease violation(s), the landlord may terminate the lease and DHA may terminate assistance. 24 CFR §8.2

18. An applicant or program participant who has a disability and needs or wants a reasonable accommodation may request it at any time during the application process or at any time during their participation, including after a recommendation for termination has been submitted. If at any point an applicant or program participant needs assistance in completing DHA required documents, DHA staff will assist in this process. 24 CFR §8.20

19. DHA is not permitted to inquire about the nature of a program participant's or applicant's disability, however, if the individual desires to discuss the matter with DHA, it is the individual's right to do so.

G. Denial or Termination of Assistance

DHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation. 24 CFR §982.552 (2)(iv)

1. When applicants, including applicants with disabilities, are denied assistance, the notice of denial must inform them of DHA's informal review process and their right to request an informal review. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. The process for requesting an informal review is outlined in this document.

2. When a 's family's assistance is terminated, the notice of termination must inform them of DHA's informal hearing process and their right to request a hearing and reasonable accommodation before the effective termination date.

3. When reviewing reasonable accommodation requests submitted before termination of assistance, DHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to DHA's decision to deny or terminate assistance. If a reasonable accommodation will meet the requirements, DHA must make the accommodation. DHA cannot undertake actions that violate HUD regulations. This would, by definition, cause a fundamental alteration in the nature of DHA's program.

H. Providing Information in Languages Other Than English for Persons with Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. The DHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency.
4. DHA's Procedure on Communication with Persons with Limited English Proficiency describes the specific methods DHA will use to accomplish this policy.
    a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and program participants shall be available in any language spoken by the lower of 1,000 eligible families or five percent of the eligible population of Dallas. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
    b. Applicants and program participants with low English comprehension may furnish an interpreter to assist in communication with DHA. When an applicant or program participant needs interpretation services and a staff member of DHA speaks the language needed, the staff member will provide translation services.
    c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, DHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
    d. DHA will provide written translations of other vital documents for each eligible LEP language group that constitutes five percent or 1,000 persons, whichever is less, of the population of persons eligible to be served. Translation of other documents, if needed, can be provided orally.

Section III. General Administrative Provisions of Program Operation

A. Quality Control and Analysis of Data

1. Under the Section 8 Management Assessment Program (SEMAP), HUD requires the DHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance (24 CFR §985). DHA shall routinely exceed the number and percentage of quality control monitoring actions required by HUD by reviewing every staff member's work to regularly check for completeness, accuracy, and compliance with

both HUD's program regulations and guidance and this Administrative Plan.

2. DHA operates its housing assistance program with efficiency and uses resources in a manner that reflect commitment to quality and service. DHA's policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators and any other such indicators as HUD's regulations are amended.
   a. Selection from the Waiting List
   b. Rent Reasonableness
   c. Determination of Adjusted Income
   d. Utility Allowance Schedule
   e. HQS Quality Control Inspections
   f. HQS Enforcement
   g. Expanding Housing Opportunities (See Walker Case information in Addendum 8)
   h. FMR/Exception Rent & Payment Standards
   i. Annual Re-certifications
   j. Correct Tenant Rent Calculations
   k. Pre-Contract HQS Inspections
   l. Annual HQS Inspections
   m. Lease-up
   n. Family Self-Sufficiency Enrollment and Escrow
   o. Deconcentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, DHA will maintain records, reports and other documentation for a time that is in accordance with HUD requirements and in a manner that will allow an auditor, housing professional or other interested party to monitor DHA's operational procedures and practices objectively and accurately. In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher Program actions.

3. DHA will use the results reported in any Independent Public Accountant (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of DHA's error detection and abuse prevention efforts. In addition, DHA will use this information to design and target training designed to prevent future errors.
4. DHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for DHA to investigate, the allegation must contain at least one independently-verifiable item of information, such as the name of an employer or the name of an unauthorized household member.
5. DHA will investigate inconsistent information related to the family that is identified through file reviews and

the verification process.

B. Privacy Rights of Clients

1. **DHA** is strongly committed to protecting the privacy of clients interacting with the agency to the greatest extent practical. There are numerous federal privacy laws, regulations, notices, and other requirements that the Housing Authority is subject to and must follow. Details about these requirements are set forth in PIH Notice 2015-06 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

2. After January 1, 2024 all adult members of applicant and program participant families are required to sign the Federal Privacy Act Statement, HUD Form 9886-A once. Additionally, when children in program participant families turn 18, if any adult members are added to the household, and/or as required by HUD or DHA, the form 9886-A must be signed. Requests for information from other government agencies must be accompanied by a written Release of Information Request signed by the applicable party in order for DHA to release any information involving an applicant or program participant, unless disclosure is authorized under Federal or State law. DHA may release information requested by court subpoena.

3. Client information.

   a. The home addresses of HCV program participants is considered personally identifiable information and as it is confidential information, it shall not be shared with the general public.

   b. To the extent permitted by law and regulation, owner information is confidential.

4. DHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the Verification Procedure (610-1.2). All applicant and program participant files are treated as confidential and handled in accordance with DHA's Procedure on Maintaining Client Records (106-1.5).

5. Retention of files for past program participants will be in accordance with DHA's Records Retention Procedure (001-3). Files of program participants leaving no balance owed the program will be maintained for three years. Files for past program participants leaving with a balance owed to DHA will be retained indefinitely until the balance is cleared, whether or not the balance has been written off. Litigation voucher participant and applicant files are retained indefinitely regardless of participation status.

C. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher Program (unless designated otherwise) depending on the needs of applicants and program participants:

1. Single family detached homes, duplexes, low-rise, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures;

2. Manufactured homes in which the tenant leases the mobile home and the pad;

3. Manufactured homes in which the tenant owns the mobile home and leases the pad;

4. Independent group residences;

5. Congregate housing; and

6. Single Room Occupancy (SRO) facilities.

Hotels, motels, nursing homes, college or school dormitories, other types of housing disallowed by HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program), or by approved reasonable accommodation, are not eligible types of housing in the HCV program.

D. Continuously Assisted Families

1. An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.
2. Families being relocated from DHA's public housing program have first priority for vouchers and qualify as continually assisted.
3. Families assisted under the U.S. Housing Act (including all families occupying units in properties receiving Section 8 Housing Choice Voucher project-based assistance) are considered continually assisted. All such families are treated in the regulations (at 24 CFR §982.203) as "special (non-waiting list) admissions".
4. When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, conversion to a new use, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

E. Outreach to Eligible Families, Affirmative Marketing

1. DHA reserves the right to open or close the lottery pool based on the supply of available vouchers and applicants and in accordance with its Procedure for Wait List Maintenance and Management (600-1.8). DHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.
2. To reach families from all backgrounds, DHA advertises through a wide variety of sources including: daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and agencies that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. DHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached.

F. Owner Outreach

1. Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, DHA welcomes the participation of owners of decent, safe, and sanitary housing units.
2. DHA continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained and printed material is offered to acquaint the owner with opportunities available through the program. DHA maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in an automated database and made available to all applicants and program participants.

3. DHA will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, DHA will inquire as to whether the unit is accessible and the extent of the accessibility.
4. DHA may enter into a master lease with a local property owner as a means of assisting program participants to obtain affordable quality housing in healthy, inclusive communities that offer economic, educational and social growth opportunities.
5. DHA encourages program participation by owners of units located outside areas of poverty or minority concentration. DHA periodically evaluates the demographic distribution of assisted families as it relates to HUD and data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside DHA's jurisdiction.
6. DHA's mobility counseling program increases the opportunity and choice among Housing Choice Voucher recipients. Mobility counseling is a process that guides Housing Choice Voucher holders to move from a high-poverty neighborhood into a low-poverty neighborhood. Mobility counseling identifies multiple resources available in the new community that will aid in alleviating some of the transitional difficulties' families might face.
7. DHA provides the following to Housing Choice Voucher holders:
    a. A list of properties/owners who accept Section 8 Housing Choice Vouchers is available on-line at:
        - https://bob.ai; or
        - www.affordablehousing.com .
    b. A description of portability provisions available in the Housing Choice Voucher program.

G. The Family Self Sufficiency Program

1. The Family Self Sufficiency (FSS) program coordinates the delivery of assisted housing with existing supportive services such as medical assistance, education, job counseling, job training, childcare and transportation. For further information, see DHA's FSS Action Plan in Addendum 1.

H. The Homeownership Program

1. Policies related to DHA's Homeownership Program are included in a separate document entitled Homeownership Plan, and incorporated in this Plan as Addendum 10.

I. The Project Based Assistance Program

1. DHA reserves the right to implement and modify as needed a Project Based Assistance program, utilizing up to the HUD-approved number of DHA project based vouchers. For detailed information regarding the Project Based Assistance Voucher Program, please see Addendum 7.
2. The statute and regulations at 24 CFR §983.301(b) provide that the PHA must inspect each contract unit before execution of the HAP contract and that the HAP contract may not be executed until the units fully comply with HQS. For rehabilitated and newly constructed units, §983.156(a)(1) further provides that the PHA must inspect the units to determine if the housing has been completed in accordance with the Agreement to Enter into the HAP Contract (AHAP), including compliance with the HQS and any additional

requirement imposed by the PHA under the Agreement.

3. DHA has adopted measures consistent with HUD regulations to utilize an independent entity to perform the HUD required functions for PBVs where DHA is the owner of the units.

Function	Applicable Program Services: Regulatory Basis
Review DHA's PBV selection process.	1: 24 CFR §983.51(e)
Provide DHA a letter stating that the PHA-owned units were appropriately selected based on the selection procedures specified in the DHA's Administrative Plan.	24 CFR §983.51(b)(2)
Establish PBV contract rents (initial rent and re-determined rent).	PBV: 24 CFR §983.59(b)(1) PBV: 24 CFR §983.301(g)
Provide written notice to DHA specifying the amount of re-determined rent.	
Determine rent reasonableness with regard to the initial contract rent and any adjustments to the contract rent.	PBV: 24 CFR §983.303(f)(1) HCV: 24 CFR §982.(b)(1)(iv)(A)(1)
Provide a copy of the rent reasonableness determination to DHA and the HUD field office where the project is located.	PBV: 24 CFR §983.303(f)(2)
Notify DHA and the family of the rent reasonableness determination.	HCV: 24 CFR §982.352(b)(1)(iv)(A)(1)
Assist the family in negotiating the rent with the owner.	PBV: 24 CFR §982.352(b)(1)(iv)(A)(2)
Establish term of initial and any PBV renewal HAP contract as required in 24 CFR §983.205. Inspect units.	PBV: 24 CFR §983.59(b)(2) PBV:24 CFR §983.59(b)(3)

Section IV. Admission Standards

Applicants must meet basic eligibility requirements at the time of selection from the waiting list; otherwise, the applicant shall be determined ineligible and removed from the list. Applicants determined ineligible shall be entitled to an informal review of their file if they request such review as described in this Administrative Plan.

A. Eligibility Criteria

1. Income Eligibility. A family is eligible for assistance under the Housing Choice Voucher Program if, at the time they receive assistance, the family meets one of the standards listed below:

    a. Has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months;

b. Qualifies as a very low-income family (VLI), including extremely low-income (ELI) under HUD'S approved income limits; or

c. Qualifies as a low-income family (LI), other than very low-income, and is displaced by development activities assisted under Section 17 of the 1937 Housing Act (42 U.S.C.).

2. General Eligibility. DHA shall consider all applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:

a. Family: The applicant must qualify and document their status as a family, elderly family, disabled family, or a single person, as defined herein. Families of more than one person must submit documentation that they comply with DHA's definition of family.

b. Income: The family's annual income must be documented and may not exceed the HUD-determined income limits for the family size.

c. Net Family Assets: Effective 7/1/2025: The applicant may not own net family assets that exceed $100,000 (as adjusted for inflation) per final rule Section 104 of HOTMA

d. Home-ownership: Effective 7/1/2025: The applicant may not own real property 'suitable for occupancy' per final rule Section 105 of HOTMA. A property may be considered 'not suitable for occupancy' if the family demonstrates that it: does not meet the disability-related needs for all members of the family; is not sufficient for the size of the family; is not safe to reside in because the person is a victim of domestic violence, sexual assault or stalking and is in fear of harm if they were to reside in the property; is not safe to reside in because of the physical condition of the property.

e. Student Status: DHA shall provide assistance to independent full-time college students of legal age or emancipated minors under state law that meet the following criteria as stated in PIH Notice 2005-16:

1) Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support;

2) The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to housing choice voucher program and must provide evidence of separate households by supplying the address information that predates the student's application by a minimum of one year;

3) The college student must not be claimed as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return; and

4) The college student must be income eligible.

f. Criteria that may possibly qualify a student for housing include: (24 CFR §5.612)

1) Student is over the age of 24, or

2) Is a veteran of the United States Military service, or

3) Is married, or

4) Has a dependent child, or

5) Is a person with disabilities receiving Section 8 assistance as of 11/30/2005, or

6) Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance, or

7) Is living with parents who are receiving Section 8 assistance.

3. Submission of evidence of citizenship or eligible immigration status - CFR 5.508

(a) ***General.*** Eligibility for assistance or continued assistance is contingent upon a family's submission to DHA a declaration of citizenship form for each household member. If one or more family members do not have citizenship or eligible immigration status, the family members may exercise the election not to contend to have eligible immigration status as provided in 5.508 and § 5.516 and 5.518 shall apply.

(b) ***Evidence of citizenship or eligible immigration status.*** Each family member, regardless of age, must submit the following evidence to the responsible entity.

(1) For U.S. citizens or U.S. nationals, the evidence consists of a signed declaration of U.S. citizenship or U.S. nationality.

(2) For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a Section 214 covered program on September 30, 1996 or applying for assistance on or after that date, the evidence consists of:

(i) A signed declaration of eligible immigration status; and

(ii) Proof of age document.

(3) For all other noncitizens, the evidence consists of:

(i) A signed declaration of eligible immigration status;

(ii) One of the INS documents referred to in § 5.510; and

(iii) A signed verification consent form.

(c) ***Declaration.***

(1) For each family member who contends that he or she is a U.S. citizen or a noncitizen with eligible immigration status, the family must submit DHA a written declaration, signed under penalty of perjury, by which the family member declares whether he or she is a U.S. citizen or a noncitizen with eligible immigration status.

(i) For each adult, the declaration must be signed by the adult.

(ii) For each child, the declaration must be signed by an adult residing in the assisted dwelling unit who is responsible for the child.

B. Criminal History Check (Criminal Background Check)

1. DHA shall conduct a criminal background check for every member of the applicant's household age 18 and older, and any individual who is under the age 18 that has been emancipated by state law to act on his/her own behalf. DHA shall screen to ensure that no member of the household has engaged in criminal activity identified in DHA's criminal behavior screening criteria (see table below). DHA shall not approve admission of applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

2. To avoid admitting such applicants, DHA shall examine the activity of all adult members of the applicant's family prior to the date of the admission into the program, as shown by the activity identified in DHA's criminal behavior screening criteria (see table below). DHA shall take reasonable steps to ensure that neither the applicant nor any member of the applicant's family who will be included on the lease:

   a. Is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past five to seven years. This requirement may be waived if the applicant demonstrates to DHA's satisfaction that they no longer engage in the illegal use of the controlled substance(s). This waiver or five to seven year time period may not be available to individuals engaged in selling, producing or manufacturing illegal substances. Applicants with felonies for selling, producing or manufacturing illegal substances will generally not be approved for admissions, except as provided below.

   b. Has a history of criminal activity involving crimes of violence to persons, with the exception of sex crimes, or property and/or other criminal acts that would adversely affect the health, safety or welfare of other participants or DHA personnel (See the following table for the specific offense and its corresponding look back period).

   c. Has a history of sex crimes and/or sex crimes against a person and felony crimes against children. Applicants with such convictions will generally not be approved for admission, except as provided below.

   d. Has a felony conviction for arson. Applicants with such convictions will generally not be approved for admission, except as provided below.

   e. Has a conviction of homicide or kidnapping. Applicants with such convictions will generally not be approved for admission, except as provided below.

   f. Has a history of incarceration, parole, or probation for drug-related crimes, violent crimes, or crimes that threaten the health, safety, and/or general well-being of the community in the past five years. (see the following table for the specific offense and its corresponding look back period).

   g. Has a conviction of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that DHA permanently bar any individual with such a conviction.

h. Is subject to a lifetime registration requirement under a State sex offender registration program. DHA shall permanently deny admission if any adult member is subject to a lifetime registration requirement under a State sex offender registration program.

i. Has been evicted from federally assisted housing for drug-related or violent criminal activities within four (4) years of the application date. For drug-related evictions, DHA may waive any denial if the applicant successfully completes a rehabilitation program approved by DHA, or the circumstances leading to the eviction no longer exist, except for persons who were evicted for selling, trafficking, producing, or manufacturing illegal substances.

j. Alcohol Abuse: DHA shall deny admission if there is reason to believe that any family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other program participants. This requirement may be waived if the family demonstrates to DHA's satisfaction that he or she no longer abuses or misuses alcohol, and:

k. Has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Texas Commission on Alcohol and Drug Abuse (TCADA) or other State program if applicant is from another State; or

l. Is participating in a supervised alcohol rehabilitation program.

3. Program participants/applicants must not present false or misleading information to DHA. Applicant must not have a history of misrepresenting information relative to eligibility, income, allowances, family composition or rent. Applicant must have no prior history, within the past five years, as a former DHA resident with a history of disturbing neighbors, or destroying DHA property.

For VASH and vulnerable homeless applicants identified by the City of Dallas' Continuum of Care or the Veterans Administration and referred to the Dallas Housing Authority (DHA) for housing, the criminal history screening criteria shall focus solely on two federally mandated exclusions: (1) individuals convicted of manufacturing methamphetamines on the premises of federally assisted housing and (2) individuals required to register as sex offenders. Apart from these exclusions, criminal history will not be a basis for disqualification, provided the applicant demonstrates a willingness and ability to refrain from violent behavior and drug-related criminal activity.

DHA, at its sole discretion, may waive the criminal history screening requirements for applicants attempting to participate in a DHA "special" program targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans and/or persons with disabilities.

DHA has established the following criminal background screening criteria in which the criminal background of applicants, current and prospective participants are evaluated. While this list is extensive, it may not contain all criminal offenses. DHA reserves the right to deny admission or terminate assistance for other offenses that may not appear on this list.

Convictions for:				
Offenses	Felony (Years)	Misdemeanor (Years)	Definitions	Patterns of Misdemeanors

1) Arson	Any	2	Felony: Offenses relating to the willful or malicious burning or attempting to burn property Misdemeanor: Recklessly, but not intentionally, starting a fire that leads to burning of someone else's property	
2a) Assault and Battery I	5	5	Offenses relating to risk or threat of injury and bodily harm or infliction of actual physical injury and bodily harm	
2b) Assault and Battery II	Any	Any	Offenses relating to assault with intent to commit other crimes or infliction of actual physical injury and bodily harm	
3a) Burglary I	5	5	Offenses relating to the possession of criminal tools or breaking and entering a vehicle and accessory to burglary	
3b) Burglary II	7	7	Offenses relating to breaking and entering of the building of another with an intent to commit a crime	
4) Crimes Against Animals	5	5	Offenses relating to infliction of harm on animals for purposes other than self-defense or survival	
5) Crimes Against Children	Any	5	Offenses relating to neglect or other offenses against children or minors	
6) Cyber Crimes	5	0	Offenses relating to hacking or cyberstalking	
7) Destruction of Property	5	5	Offenses relating to destruction or defacing property	
8) Disturbance of Peace	5	0	Offenses relating to disorderly conduct or disturbance of the peace	2+ within 3 yrs (any type)
9) Domestic Crimes	7	7	Offenses relating to domestic violence or offenses against family/household members	
10a) Drug Offenses III	7	7	Offenses relating to the possession of drugs (except possession of marijuana)	
10b) Drug Offenses IV	Any	Any	Offenses relating to distribution, manufacture, or sale of drugs (except marijuana or methamphetamine)	
10c) Drug Offenses V	Any	Any	Offenses relating to distributing drugs to minors	
10d) Drug Offenses VI	5	2	Offenses relating to prescription drugs	
10e) Drug Offenses VII	Any	Any	Offenses relating to production or manufacture of methamphetamine	
11a) Fraud I	5	0	Offenses relating to identity theft	
11b) Fraud II	5	0	Fraud offenses relating to forgery, checks, credit cards, etc.	
12) Harassment	7	5	Offenses relating to intimidating or putting a person in fear for their safety	

13a) Homicide I	7	7	Homicide offenses relating to operation of motor vehicle	
13b) Homicide II	7	7	Negligent or involuntary manslaughter	
13c) Homicide III	10	N/A	Manslaughter offenses not involving malice aforethought	
13d) Homicide IV	Any		Homicide offenses involving malice aforethought	
13e) Capital Murder	Any		Offenses relating to murder with special circumstances, such as murdering a peace officer or murder in the course of committing or attempting to commit kidnapping, burglary, robbery, aggravated sexual assault, arson, obstruction or retaliation, or terroristic threat.	
14a) Kidnapping I	Any	7	Offenses relating to unlawful imprisonment	
14b) Kidnapping II	Any	Any	Offenses relating to kidnapping or abduction	
15) Organized Crime	10	10	Offenses relating to organized crime	
16) OUI, OVI, DWI	5	5	Offenses relating to driving under the influence of alcohol or drugs	
17) Purposely Obstructs the Law	5	1	Offenses relating to interfering with operations of the court or police	
18) Robbery	10	10	Offenses relating to theft by use of force or violence	
19) Sex Crimes - Other	7	2	Offenses relating to prostitution, pornography, lascivious conduct, etc.	
20) Sex Crimes Against a Person	Any	Any	Offenses relating to sexual abuse of adults	
21) Sex Crimes Against a Child	Any	Any	Offenses relating to sexual abuse of children or minors	
22) Theft/Larceny	7	3	Offenses relating to knowingly obtaining control over another's property with intent to deprive owner of their property	
23) Trespassing	3	1	Offenses relating to entering another person's property without permission and with illegal intent	
24a) Weapons Related I	5	5	Offenses relating to possession or use of firearms	
24b) Weapons Related II	Any	Any	Offenses relating to terrorism and weapons of mass destruction	

DHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated. Therefore, if DHA proposes to deny admission to an applicant, the applicant will be notified in writing of the reason(s) of the determination. This notice will inform the applicant of the

opportunity to contest the determination by submitting a written request for an informal review within fourteen calendar days of the date the notice is postmarked or digitally transmitted.

If the proposed denial is based on criminal activity, a copy of the criminal record will be provided in accordance with Section V.G1f. This notice will also explain that the applicant may submit mitigating circumstances related to negative information upon which DHA's proposed decision is based, which could include evidence of rehabilitation.

DHA may reverse any proposed denial after consideration of mitigating circumstances and admit the applicant (except for those denials which are regulatorily required). To be considered, mitigating circumstances must be verifiable.

A relevant mitigating circumstance which would permit DHA to amend its proposed denial for any of the above listed crimes (except regulatorily mandated exclusion categories, i.e. crimes resulting in person being subject to lifetime sex offender registry and convictions for manufacture or production of methamphetamine on premises of federally assisted housing) may include evidence of probation or parole for such crimes if the following criteria apply:

1) An applicant is currently on probation or parole for an offense, and the applicant can provide documentation from their probation or parole officer that all conditions of probation or parole are being met satisfactorily with no violations.

2) An applicant has completed probation or parole for an offense, and the applicant can provide documentation from their probation or parole officer that all conditions of probation or parole have been met satisfactorily with no violations.

C. Debts Owed to DHA or Another PHA

1. Applicants to the Section 8 Housing Choice Voucher Program must be free of any debts to DHA or another housing agency before being admitted to the program.

2. Families participating in DHA rental assistance programs may not be indebted to DHA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. However, **DHA, at its sole discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to DHA or if the debt is owed to any other PHA, DHA, at its sole discretion, may admit an applicant if a repayment agreement is executed by the other PHA and the applicant, provided that a copy of the agreement is submitted to DHA. 24 CFR 982.552**

D. Public Housing and former program participants

1. Applicants moving from DHA public housing developments shall be screened using the same procedures as applicants from the waiting list.

2. The record of former Section 8 Housing Choice Voucher participants will be researched for possible program violations.

3. The following program violations are grounds for denial of admission:

   a. While participating in the Section 8 Housing Choice Voucher Program, and within the last five (5) years, the family violated any family obligation, as set forth in 24 CFR §982.551**,** as amended. An exception

may be granted if the family member who violated the family obligation is not a current member of the household, and to families who were removed from the program for an expired voucher and zero HAP for over 180 days.

b. Families entering the Section 8 Housing Choice Voucher Program from DHA's low rent public housing programs must be in good standing under the terms of the DHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.

c. Families assessed a debt to DHA prior to Section 8 Housing Choice Voucher HAP being executed on their behalf will be required to pay the PHA debt in full. Families unable to repay a debt in full should refer to DHA's Program Integrity and Ethics Procedure.

d. No family member may have been evicted from public housing for non-payment of rent during the past 60 months.

e. No family member may have engaged in or threatened abusive or violent behavior toward DHA personnel during the past 60 months.

Section V. Admitting Applicants to the Voucher Program

A. When Applications are Accepted

1. DHA has resumed accepting preliminary applications for the HCV program via open enrollment effective January 21, 2020. From this date forward and until further notice, DHA will maintain a continuously open waiting list. The waiting list is covered in detail in DHA's Waiting List Procedure (600-1.8).
2. Applications for the Housing Choice Voucher Program are accepted electronically, through DHA's Rent Cafe portal. The application or preliminary application constitutes the basic record of applicants applying for admission; therefore, DHA shall only accept complete applications. The application, together with all other materials relating to the applicants' eligibility, shall be placed in the applicants' file.
3. Applicants who need assistance in completing their applications or who need an alternative method of communication because of a disability will be provided with such assistance or alternative communication method upon request.

B. How the Waiting List is Organized

1. During Open Enrollment DHA initially received thousands of applications per day. DHA utilizing its housing management software, will order its list of applicants by random assignment (lottery) for the HCV waiting list. Applicants placed on the HCV waiting list using a lottery system will be randomly assigned a number and the application will be placed on the HCV Waiting List in order of the assigned number and according to DHA Local Preference(s) in DHA's Wait List Procedure (600-1.8), unless specified otherwise in the open enrollment public announcement.
2. After Open Enrollment, DHA will add applicants to its waiting list as preliminary applications are received.
3. The initial application is a preliminary application which constitutes the basic record of applicants applying for admission; therefore, applicants must supply complete and true information. The application and all other materials relating to the applicant's eligibility will be placed and retained in the applicant's file. At a minimum, the HCV Waiting List will include the following information:

a. The applicants' name, address, and phone number;

b. The name, relationship to head of household, gender, and age of family members who will reside in the assisted unit;

c. The number of bedrooms for which the family initially qualifies in accordance with DHA occupancy standards;

d. Estimated annual household income (not verified until eligibility determination);

e. The date of lottery;

f. Qualification for any local preferences, if applicable; and

g. Racial and ethnic designation of the head of household.

4. Applicants that are selected by lottery and placed on the waiting list shall be informed in writing via email. Applicants that are not selected by lottery will remain on the waiting list; however, their application will remain in DHA's database for up to 18 months and may be selected in the future.

5. Applications in DHA's HCV program database will remain active for up to 18 months, at which time the expired application is removed from the database. Applicants whose applications are removed will be notified via email that their application is expired and that they may reapply at any time. Such applicants are not entitled to an Informal Hearing or Informal Review.

6. Project-based voucher properties that were developed using Low Income Housing Tax Credits will have separate waiting lists, maintained jointly by DHA and the property owner at the property. DHA's Project Based Voucher (PBV) Program is covered in detail in Addendum

7. Continuously assisted persons being relocated from public housing properties shall have first preference for admission to PBV properties. Individuals on the HCV waiting lists will have an opportunity to apply for admission to PBV properties. While individuals/families may apply for any project-based lists that are open, when they accept an offer at any such property, their applications, if any, will be withdrawn from other DHA-maintained PBV waiting lists.

C. The Walker Settlement Voucher Waiting List

1. As a result of litigation and court order, DHA is subject to the Amended Agreed Final Judgement and the Settlement Voucher Implementation Plan 2019 for administering the Walker Settlement Voucher Program. Participation in the Walker Settlement Voucher Program is limited to class members. Such eligibility shall be determined by the race of the head of household. DHA will select eligible applicants in accordance with selection criteria in this policy and in DHA's Wait List Procedure (600-1.8).

2. DHA may use the Special Admissions Walker Settlement Voucher Waiting List and may limit the number of families placed on the list. Applicants that are selected will be informed in writing of their selection and placement on the Special Admissions Waiting List.

3. So long as available funding permits issuance of Walker Settlement Vouchers in accordance with the Agreed SVIP 2019 and the January 24, 2020[2], agreement between DHA and plaintiff's counsel, DHA will

[2] Both documents are included in Addendum 8 to this policy.

offer and issue Walker Settlement Vouchers to Class Members who meet the HUD HCV program eligibility criteria in accordance with the priorities set forth below. For additional information on this program, refer to Addendum 8 to this policy.

a. First priority for regular HCV participant families with children living in R/ECAP areas, with a focus on children under the age of thirteen;

b. Second priority will be to regular HCV participant families currently residing in a R/ECAP area;

c. Third priority will be to applicants selected from DHA's WSV waiting list with consideration of whether those families are residing in a R/ECAP area; and

d. Fourth priority will be to all other applicants on DHA's WSV waiting list.

D. Selection from the Waiting List

1. Preferences may be established to order the selection of applicants from the waiting list. So long as available funding permits issuance of turnover vouchers, DHA reserves the right to select applicants from its waiting list based on a percentage share of preference and non-preference admissions and set the percentage of any local preference as it deems necessary and appropriate.

2. Preferences may be granted to applicants who are otherwise qualified and who are verified to meet the established local preferences described below. Applicants that do not meet any admissions preferences will be considered non-preference applicants. Within each group, applicants will be processed in lottery number order. The local preferences outlined here may be offered to applicants who applied to the HCV Wait list (including special purpose voucher) after January 1, 2020. Details on when and how these preferences may be applied are included in DHA's Wait List Procedure (600-1.8).

See next page

Working families 24 CFR §982.207 (b)(2) DHA may adopt a preference for admission of working families (families where the head, spouse, or sole member is employed). However, an applicant shall be given the benefit of the working family preference if the head and/or spouse, or sole member is age 62 or older, or is a person with disabilities.
Student education Persons who are enrolled in and are active students in a vocational education or trade school and or persons who are enrolled in and active students in a college or university.
Homeless 24 CFR §982.207 (b)(5) DHA may adopt a preference for admission of homeless persons. DHA may offer this preference to applicants that have been referred by DHA's community Coordinated Access System (CAS).
Natural disaster, government action, or DHA action DHA may adopt a preference for persons displaced by a natural disaster, government action, or DHA action.
Congregate housing DHA may adopt a preference for individuals who need and qualify for congregate housing in an assisted living facility. DHA may offer this preference only to congregate housing assisted living facilities that have been reviewed and approved by DHA. DHA reserves the right to admit individuals who qualify for this preference based on units made available for this targeted population, so long that funding is available.
VAWA DHA may adopt a preference for persons who are victims of documented domestic violence, in accordance with VAWA.
Aging out of foster care DHA may adopt a preference for individuals graduating from or aging out of the foster care program. DHA may give preference to individuals from programs administered by the Texas Department of Protective and Regulatory Services or families completing their tenure in transitional housing under a continuum of care.
Limited Preference for Families with Children (Mobility Demonstration Vouchers)

DHA may adopt a preference for families with at least one child aged 13 and under (at the time of application) that live in census tracts with a family poverty rate of 30 percent or higher.[3]

3. Applicants applying for or qualifying for a specific category of HUD special use vouchers (e.g. Mobility Demonstration, VASH, Family Unification Program, Non-Elderly Disabled, Emergency Housing Voucher (EHV), or Mainstream) may be selected ahead of higher placed applicants on the HCV waiting list that do not qualify for the targeting funding. HUD provides specific funding for the HUD special use vouchers and DHA maintains a separate waiting list for each of the HUD special use vouchers.
4. The final determination of eligibility is made when the applicants are selected from the HCV waiting list, and the applicant's income and family composition are verified.
5. Documentation to determine eligibility includes: CFR 5.216
    a. All adult members of applicant families are required to sign HUD's Form 9886-A Authorization to Release Information Privacy Act Notice.
    b. Disclosure and verification of Social Security numbers for those family members who contend to be eligible citizens, including all household members, live-in aides and foster children,
        i. The complete and accurate SSN assigned to the assistance applicant and to each member of the assistance applicant's household; and
        ii. A valid SSN card issued by the SSA; or
        iii. An original document issued by a federal or state government agency, which contains the name of the individual and the SSN of the individual, along with other identifying information of the individual; or
        iv. Such other evidence of the SSN as HUD may prescribe in administrative instructions such as: Driver's license with SSN; Identification card issued by a medical insurance provider, or by an employer or trade union; Earnings statements on payroll stubs; Bank statement ; Form 1099; Benefit award letter; Retirement benefit letter; Life insurance policy; Court records
    c. Those individuals who do not contend to have eligible immigration status (individuals who may be unlawfully present in the United States) and have not been assigned an SSN. These individuals in most instances would not be eligible for a SSN.
        i. A family that consists of a single household member (including a pregnant individual) who does not have eligible U.S. citizenship or eligible immigration status is not eligible for housing assistance and cannot be housed.
        ii. A family that consists of two or more household members and at least one household member that has eligible U.S. citizenship or eligible immigration status, is classified as a mixed family, and is eligible for prorated assistance in accordance with 24 CFR §5.520. The PHA may not deny assistance to mixed families due to nondisclosure of an SSN by an individual who does not contend to have eligible immigration status.
        iii. Note: Financial assistance may only be provided to individuals with eligible immigration status in accordance with 42 USC §1436a, which is generally evidenced by the individual providing

his/her Green Card (Form I-551 – U.S. Permanent Residence Card) or other documentation approved by the Department of Homeland Security for noncitizens with refugee or asylee status.

d. 24 CFR §5.216 disclosure required of program participants:
   i. Each program participant, except those age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010, must submit the information described in paragraph (e)(1)(ii) of this section, if the program participant has:
   ii. Not previously disclosed a SSN;
   iii. Previously disclosed a SSN that HUD or the SSA determined was invalid; or
   iv. Been issued a new SSN.

e. Each program participant subject to the disclosure requirements under this section must submit the following information to the processing entity at the next interim or regularly scheduled reexamination or recertification of family composition or income, or other reexamination or recertification for the program involved:
   i. The complete and accurate SSN assigned to the program participant and to each member of the program participant's household; and
   ii. The documentation referred to in this section to verify each such SSN.

f. Subsequent disclosure. Once a program participant has disclosed and the processing entity has verified each SSN, the following rules apply:

g. Addition of new household member who is at least 6 years of age or under the age of 6 and has an assigned SSN. When the program participant requests to add a new household member who is at least 6 years of age, or is under the age of 6 and has an assigned SSN, the program participant must provide the following to the processing entity at the time of the request, or at the time of processing the interim reexamination or recertification of family composition that includes the new member(s):

h. The complete and accurate SSN assigned to each new member; and

i. The documentation referred to in paragraph (g)(1) of this section to verify the SSN for each new member.

j. Addition of new household member who is under the age of 6 and has no assigned SSN.

k. When a program participant requests to add a new household member who is under the age of 6 and has not been assigned a SSN, the program participant shall be required to provide the complete and accurate SSN assigned to each new child and the documentation referred to in paragraph (g)(1) of this section to verify the SSN for each new child within 90 calendar days of the child being added to the household.

l. The processing entity shall grant an extension of one additional 90-day period if the processing entity, in its discretion, determines that the program participant's failure to comply was due to circumstances that could not have reasonably been foreseen and were outside the control of the program participant. During the period that the processing entity is awaiting documentation of a SSN, the processing entity shall include the child as part of the assisted household and the child shall be entitled to all the benefits of being a household member. If, upon expiration of the provided time period, the program participant fails to produce a SSN, the processing entity shall follow the provisions of § 5.218.

m. Individuals who claim the preference as currently or formerly homeless must be certified as meeting the HUD definition of homeless by the Bridge (an emergency shelter for the homeless in Dallas).

n. Families who claim preferences for domestic violence, individuals aging out of foster care, families who are currently or formerly homeless, and congregate housing must be certified as qualified by a DHA-approved referral agency.

E. Continuously Assisted Families / "Special Admissions"

1. Certain families are issued vouchers or project-based voucher units, outside the context of the waiting list. These families:

   a. are being relocated from DHA's public housing properties or Low Income Housing Tax Credit properties in which DHA is participating that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation or change in use, or who are being relocated pursuant to agreements already in place between DHA and the tax credit property ownership entity; or because a unit that is the right size for their family is unavailable; or

   b. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based Section 8 Housing Choice Voucher assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled, or reduce the number of units; or

   c. are receiving assistance in a Section 8 Housing Choice Voucher SRO program and the owner of the program fails inspections, intends to opt out, not renew, or reduce the program size.

2. A family qualifies for one of these vouchers when they receive notice that they will have to move for one of the reasons cited above.

3. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.

4. Generally, DHA will receive replacement housing vouchers to assist these families, but if the process of obtaining these vouchers is delayed, the families will be issued vouchers to prevent their becoming homeless.

F. Income Targeting Requirement

1. In accordance with income targeting requirements established by HUD, 75% of each year's new admissions from the waiting list to the Section 8 Housing Choice Voucher Program will have incomes at or below 30% of the area median income (extremely low-income applicants). These applicants will be selected before other eligible applicants on an as needed basis, to ensure the income targeting requirement is met.

2. It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low income families. An exception may be made for applicants that are currently assisted within the Housing Voucher Program, wishing to be admitted to another special program.

3. Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures, or owner opt outs, etc.

G. Determination of Ineligibility and Informal Review

1. DHA shall notify all applicants found ineligible for assistance that they have been denied assistance. Applicants shall be notified in writing of (1) the reason(s) for the determination, (2) the applicant's right to request an informal review and (3) the process to request an informal review within fourteen days of the notice. All notices will be sent via USPS and email.. The applicant will be entitled to review all documentation relied upon by DHA for the decision to deny, and provided the opportunity to dispute the accuracy and relevance of that documentation.

   a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information for an informal review of the denial determination. An informal review does not involve a hearing – it is a review of the material in the applicant's file to ensure that a correct decision (based upon the material submitted by the applicant) about the applicant's status has been made.

   b. The request for an informal review must be made in writing within 10 calendar days from the date of the written denial of assistance. An applicant that fails to request the informal review within 10 calendar days will be ineligible for a review and the denial shall stand. The informal review shall be scheduled within 30 calendar days of the applicant's request.

   c. The informal review shall be conducted by any person or persons designated by DHA other than the person who made or approved the decision to deny. Any additional information presented by the applicant for consideration, either orally or written, will become part of the informal review.

   d. The outcome of the informal review shall be recorded in the applicant's file. If it is determined that the applicant is eligible, the family's name will be placed on the Section 8 Housing Choice Voucher Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The Hearing Officer will notify the applicant of the outcome, in writing, within 14 calendar days after the applicant's review.

   e. If DHA decides that the denial of assistance was proper, the denial will be final. DHA will notify the applicant of the denial within 14 calendar days of the review. The notification will include a statement of the reasons for the final decision, and will be sent to the applicant via USPS and email.

   f. If DHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before DHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)]. DHA must give the head of household and the subject of the report an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with program requirements [24 CFR 982.553(d)].

2. The person or persons designated by DHA will review matters presented by applicants who have been issued vouchers when no HAP has yet been paid on their behalf.

3. DHA, at its discretion, may not grant an informal review for matters related to:
    a. DHA's discretionary administrative determinations or to consider general policy issues or class grievances;
    b. DHA's determination of family's unit size under DHA subsidy standards;
    c. DHA's determination not to approve leasing a unit under the Section 8 Housing Choice Voucher Program, or approve a proposed lease;
    d. DHA's determinations that a unit selected by the applicant does not comply with HQS;
    e. DHA's determination that a unit selected by the applicant is not in accordance with HQS because of the size of the family;
    f. DHA's determination not to approve an extension or a suspension of a family's voucher term past the maximum time allowed under DHA policy;
    g. DHA's determination of rent reasonableness;
    h. DHA's schedule of utility allowances;
4. DHA is not bound by any decision that is in conflict with HUD regulations or DHA policy. The President and CEO or his/her designee, may review all decisions to ensure compliance with HUD regulations and DHA policy.
5. If DHA determines that it is not bound by a review decision, DHA shall promptly notify the program participant of the determination, and the reasons for the determination.
6. Considering circumstances:
    a. In deciding whether to deny assistance to an applicant because of action or inaction by members of the family, the DHA may consider all of the circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial of assistance on other family members who were not involved in the action or failure.
    b. The DHA may impose, as a condition of assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. DHA may permit the other members of a participant family to receive assistance.
    c. If the DHA seeks to deny assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that DHA provides notice to the family of the Housing Authority determination to deny assistance. In determining whether to deny assistance for these reasons DHA will consider evidence of whether the household member:
        i. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
        ii. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
        iii. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

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

i. The applicant family may request that DHA provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The applicant family must make this request within 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or within 30 calendar days of receipt of the INS appeal decision.

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

H. Briefing and Issuance of Vouchers Overview

1. HUD regulations require DHA to conduct mandatory briefings for applicant/applicants who qualify for a voucher. The briefing provides a broad description of owner and family responsibilities, explains DHA's procedures, and includes instructions on how to lease a unit via bob ai. Section I, Notification of Briefing, describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family's obligations under the program.

I. Notification of Briefing

1. Prior to issuance of a voucher, DHA must give the family a virtual ~~oral~~ briefing and provide the family with an electronic briefing packet containing written information about the program. Families will be given the option to receive the briefing packet in electronic format or hard copy. Families may be briefed in individual face-to-face meetings, via remote briefing sessions, or via electronic documentation. DHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973), and ensure that the briefing site is accessible to individuals with disabilities.

~~2.~~ Applicants/program participants will receive written notice via email, including instructions on how to access briefing videos. If no email address is provided, a written notice will be sent via US Postal Service to the address on file.

3. The emailed notice or notice sent by US postal mail will identify who is required to view the briefing video via bob ai. If the mailed notice is returned by the post office with no forwarding address, and an email address was not provided, the applicant will be denied admission and their name removed from the waiting list.

4. Applicants who fail to complete a scheduled briefing within the allotted 14 calendar days will receive a 2nd briefing notice. Applicants who fail to attend two scheduled briefings, without DHA approval, will be denied assistance and removed from the waitlist.

5. The head of household is required to attend the briefing. If individual assistance is still needed, the head of household will be referred to an appropriate staff person to render assistance. If additional assistance is needed due to a disability or required language assistance, staff will coordinate services to ensure information is communicated appropriately to meet the needs of the applicant. Briefings will be conducted in English. For Limited English Proficient (LEP) applicants, DHA will provide interpretation services in accordance with DHAs LEP plan.

6. Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances.
7. DHA may hold a combined briefing and voucher issuance for a DHA initiated move or other circumstance as warranted.
8. In addition to the HUD-required information provided during the briefings, DHA strongly encourages Section 8 Housing Choice Voucher families to seek housing in non-poverty areas by providing to families:
    a. Information or access to the addresses of units available to Section 8 Housing Choice Voucher families, as well as the landlords' names and telephone numbers; via bob ai
    b. Information on individual units available for lease;
    c. Information on neighborhood amenities, including information on crime, schools, day cares, health care and public transportation; and
    d. Counseling to families on program matters, and in instances of alleged program discrimination.

J. Promoting Housing Opportunities

1. DHA seeks to increase the participation of landlords with units located outside of areas with a high concentration of poverty. DHA refers to these areas as eligible census tracts, which are defined in the Walker SVIP 2019 as a census tract that is not a minority neighborhood[4] where the percentage of persons of a particular racial or ethnic minority[5] is at least 20 points higher than that minority's percentage in the City of Dallas housing market as a whole. In addition, an eligible census tract must have a poverty rate at or below the average poverty rate for the City of Dallas.[6]
2. To accomplish this goal, DHA conducts outreach to landlords with properties in eligible census tracts and encourages them to accept voucher holders. The local media, professional real estate organizations, Apartment Listing Network, and the Cole Indices are used as resources to increase the interest of private landlords within DHA jurisdiction.
3. As part of this outreach effort, DHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the Section 8 Housing Choice Voucher Program. DHA provides landlords with information regarding HUD regulations, Section 8 Housing Choice Voucher Program guidelines, fair housing, Housing Quality Standards, and other landlord-related issues. In addition, DHA conducts landlord workshops, corporate briefings, property visits, and initiates telephone contact with landlords owning housing units in low-poverty areas.

K. The Term of Vouchers

1. Vouchers expire 90 days from the date of issuance. DHA may extend the voucher term so long as the regional rental market is tight. When rental markets are loose, DHA may only extend the voucher term as

[4] As that term is used by HUD.
[5] As based on the most recent decennial census.
[6] As based on the most recent decennial census or the most recent American Community Survey data.

a reasonable accommodation to persons with disabilities or when leasing opportunities are limited by market conditions.

2. Class members participating in the Walker Settlement Voucher Program and actively searching for housing in eligible census tracts will be given 120 days to find suitable housing.
3. Applicants/program participants in the Veterans Assisted Supportive Housing (VASH) and actively searching for housing will be given 120 days to find suitable housing.
4. Applicants/program participants in the Emergency Housing Voucher (EHV) program and actively searching for housing will be given 120 days to find suitable housing.
5. Applicants/program participants in the Mainstream (MY5) program and actively searching for housing will be given 120 days to find suitable housing.
6. Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the voucher. The family may submit only one RFTA at a time. Once the documents are accepted, DHA shall suspend (i.e. toll) the term of the family's voucher. Should the family be required to resume their search for housing (e.g. because the unit selected fails inspection or the property owner does not agree to a reasonable rent), the family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.
7. The voucher shall be withdrawn if the family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the family from completing a new application for the HCV Waiting List, when the waiting list is open.

L. Portability and Moves

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the Portability Procedure (500-1.8)**.** Eligible families are permitted to port to or from another jurisdiction that runs an HCV program, subject to the following policy:

1. Outgoing Vouchers

   a. Families whose head and spouse lived somewhere other than Dallas on the date of application must lease within DHA's jurisdiction for 12 months before becoming eligible for portability.

   b. Families whose head and spouse lived in Dallas on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, do not owe money to any Housing Authority and are moving to a location where their housing assistance payment is affordable under DHA's budget authority, if the receiving PHA cannot absorb their voucher.

   a. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.

   c. Participant families are not required to meet the income eligibility requirements in the area the family plans to move. Families must notify DHA in writing when they want to move out of DHA's jurisdiction using the portability feature.

2. Incoming Vouchers:

   DHA may absorb some or all incoming portable vouchers when it has funding available. Otherwise, when DHA reaches full utilization (or when there are questions about the availability of HUD HAP payments), DHA will not absorb incoming portable Vouchers but will bill the sending PHA for the family's costs under the program.

M. Relocation of Witnesses and Victims of Crime

DHA may provide Housing Choice Voucher assistance for the relocation of witnesses in connection with efforts to combat crime in public and assisted housing. DHA will accept written referrals from HUD for such cases. The determination to cooperate shall be made by an officer of DHA. All persons entering the DHA HCV program must meet HUD Housing Choice Voucher eligibility requirements before admission to the program.

Section VI. Request for Tenancy Approval, Inspection, and Leasing

A. Request for Tenancy Approval

1. After the family is issued a voucher, the family must locate an eligible unit with an owner or landlord willing to participate in the voucher program. When a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request that DHA approve the assisted tenancy in the selected unit by submitting an RFTA package to DHA.
2. The RFTA package includes the following items.
   a. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
      1) The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, proposed rent and the requested beginning date of the lease, necessary for the DHA to determine whether to approve the assisted tenancy in this unit.
      2) Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
      3) Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless DHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household and the owner is not living in the unit.
   b. All new landlords may be required to provide the following documentation:
      1) Tax identification letter issued by the IRS or social security card.
      2) Direct deposit agreement with voided check.
      3) Current government issued photo ID.
      4) IRS W-9 form with original signature.
      5) Copy of warranty deed, or other approved deed or proof of control of the unit.
      6) Copy of management agreement (for property management companies).

c. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A. The initial lease term must be for at least one year, with the exception of EHV and VASH

d. For units constructed prior to 1978, owners must either

1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or

2) attach a lead-based paint disclosure statement.

3. The RFTA package must be submitted no later than the expiration date stated on the voucher. HCV Guidebook p.8-15

4. When the family submits the RFTA, DHA will review the RFTA for completeness and consistency with the terms of the proposed lease.

a. If the terms of the RFTA are not consistent with the terms of the proposed lease, DHA will notify the family and the owner of the discrepancies

b. We frequently discover information on the submitted RFTA is missing and or is inconsistent when compared to information on the lease. Corrections to the RFTA and or changes to the terms and conditions of the proposed lease must be submitted to DHA through bob.ai or LLServices@dhantx.com. DHA will not accept missing information or changes to the RFTA or the proposed lease by phone.

c. Because of the time sensitive nature of the approval process, DHA will attempt to communicate with the owner and family by phone. DHA will use email and/or mail when the parties can't be reached by phone.

4. RFTA Limitation

The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is canceled/voided.

B. Housing Quality Standards and Inspections

1. Prior to execution of the HAP contract, DHA is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards (HQS) or any subsequently adopted standard (e.g., NSPIRE).

2. HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR §982.401 or any subsequently adopted HUD issuance. Additionally, DHA exercised flexibilities to add acceptability criteria variations to HQS, which meet or exceed HUD's performance requirements. Based on HUD's approval of DHA's request, dated December 17, 2019, to add the City of Dallas Housing Code to the existing inspection acceptability criteria, DHA has adopted the Dallas Housing Code in addition to HQS as its inspection standards.

3. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet HQS as long as the family continues to receive housing assistance in the assisted unit. HQS takes precedence over local housing codes and other codes.

4. The family must allow DHA and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.

5. Modifications to Provide Accessibility

   a. Under the Fair Housing Act of 1988 an owner is not permitted to refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit at the family's expense.

   b. Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR §35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

   c. When the applicant moves from the unit the owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.

   d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest-bearing escrow account over a reasonable period of time.

   e. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. 24 CFR §100.203; Notice 2003-31

6. Family Responsibilities 24 CFR §982.404

   The family is responsible for breach of the HQS that is caused by the following:

   a. Utilities that are required to be paid by the tenant are not in service;

   b. Appliances that are required to be provided by the tenant are absent or not working.

   c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" are defined as items which could not be charged against the tenant's security deposit under state law or court practice.

7. Owner Responsibilities

   a. The owner is responsible for all HQS violations not listed as a family responsibility above; however, if the family's actions constitute serious or repeated lease violations the owner may take legal action to evict the family.

   b. DHA does not enforce the lease agreement between the family and the owner through the enforcement of HQS; however, a family's living habits may cause damage to the unit and result in HQS violations that are the owner's responsibility to repair. Owners are responsible for all lease enforcement activities and any legal actions taken as a result of serious and/or repeated violations of the lease agreement. Lease violations and eviction paperwork must be submitted to DHA at the time of occurrence.

   c. DHA shall review all communications sent from owners related to lease violations and/or evictions and take appropriate action based upon the type of violations. This may include termination of assistance for the family that has violated the lease agreement.

   d. Owners who fail to provide DHA with documentation throughout the family's occupancy, risk the possibility that a family may be relocated even if serious lease violations have occurred.

e. Failure to provide DHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the family.

8. Special Requirements for Children with Elevated Blood-lead Levels 24 CFR §35.1225

a. A risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1,1978 and occupied by a child on the lease under the age of six.
b. The risk assessment must be completed in accordance with program requirements and the results of the risk assessment will immediately be provided to the family and the owner of dwelling.
c. Within 30 days after receiving the risk assessment report from DHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-base hazards in accordance with the lead base paint regulations 24 CFR §§35.1325 and 35.1330.
d. All deteriorated paint found in the above referenced units, must be corrected in order to pass HQS. The requirement for passed inspections is triggered by the amount of the deteriorated paint observed known as the Below De Minimus or at or Above De Minimus rule. DHA must determine which set of requirements the owner is instructed to follow to correct deteriorated paint and describe the deficiency on the HQS Inspection Report.
e. An executed copy of the Owner's certification showing lead based paint clearance is required to pass any LBP violation listed as at or above De Minimus.
f. If the owner does not complete the "hazard reduction" as required by the re-inspection, the dwelling unit is in violation of HQS and will result in abatement of HAP payment to the owner.
g. If the DHA is notified by a public health department or other medical health care provider, or verifies information from a source other than public health department or medical health provider, that a child of less than 6 years of age living in an HCV assisted built prior to January 1, 1978 has been identified as having an environmental intervention blood lead level, the DHA will complete a risk assessment of the dwelling unit.
h. If the public health department has already completed an evaluation of the unit, this information will be provided to the owner.
i. At least quarterly, DHA shall attempt to collect from public health department(s) within DHA's area of operation the names and/or addresses of children under 6 year of age with an identified environmental intervention blood lead level. DHA shall match this information for families receiving HCV assistance. If a match occurs, DHA will notify the owner and conduct a risk assessment inspection.

9. Violation of HQS Space Standards 24 CFR §982.403

If a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the DHA will issue the family a new voucher at the earlier of the family's next annual reexamination or the expiration of the family's lease, and the family must try to find a large enough unit as soon as possible.

C. The Inspection Process

1. Before approving a lease, DHA shall inspect the dwelling unit for compliance with HQS. All inspections of units shall be conducted within 7 to 10 calendar days of the date the unit will be ready for inspection, as documented on the RFTA packet.
2. DHA uses an electronic inspection system to conduct HQS inspections. Copies of the failed inspection report shall be mailed or emailed to the landlord and family. A report for every inspection shall be prepared

and maintained in the family's file in the voucher program. Each report shall specify the defects or deficiencies, if any, which must be corrected by the landlord before the HAP contract will be executed.

3. If at the time of the initial inspection, DHA determines that violations exist, DHA shall notify the landlord in writing and/or electronically, and require the defects be corrected. A copy of this notification shall be retained in the family's file. If DHA determines, as a result of the re-inspection that the landlord has satisfactorily corrected all defects or deficiencies, DHA shall execute the Housing Assistance Payment Contract. If the landlord fails to make the required repairs within the time frame provided by DHA, the inspection and the RFTA shall be cancelled. The family will then be issued new paperwork to search for alternate housing, provided there is time left on the voucher to search for housing.
4. Annual inspections of the unit are conducted within 365 days of the initial or annual inspection. If the unit passes the inspection, DHA shall continue HAP payments to the landlord.
5. Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

   Hazards that pose an immediate threat to the health and safety of the family must be corrected within 24 hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:

   a. Broken locks (window, doors, or any point of entry),
   b. Broken window or door frames,
   c. Major plumbing leaks or flooding, such as waterlogged ceiling or floor in imminent danger of falling,
   d. Natural gas or fuel oil leaks,
   e. Any electrical problem or condition that could result in shock or fire,
   f. Condition that presents the imminent possibility of injury,
   g. Obstacles that prevent safe entrance to or exit from the unit,
   h. Absence of a functioning toilet in the unit,
   i. Inoperable smoke detector,
   j. Inoperable carbon monoxide detector
   k. No gas in unit when the unit has gas appliances or fixtures,
   l. No running water in unit,
   m. No electrical power in unit,
   n. Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting
   o. Other interior hazards, such as a missing, damaged, discharged, or expired fire-extinguisher.

p. Deteriorated paint, as defined by 24 CFR 35.110, in a unit built before 1978 that is to be occupied by a family with a child under 6 years of age.

q. Any other condition subsequently identified by HUD as life threatening in a notice published in the Federal Register.

r. From October 1st – March 31st, absence of a working heating system capable of maintaining a room temperature of at least 15 degrees warmer than the outside temperature, but in no event lower than 68 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner).

s. From April 1st – September 30th, non-working air conditioning or when the cooling system cannot maintain appropriate temperature of at least 15 degrees cooler than the outside temperature, but in no event higher than 85 degrees Fahrenheit in at least one habitable room (this is a 72-hour deficiency outside of these months and may be reviewed on a case-by-case basis with sufficient documentation from landlord/owner),

- The unit lacks hot water; or
- Referrals to/from the City of Dallas.

6. If a family is issued a voucher to move because the HQS inspection revealed the unit is in a condition that poses a threat to the health and safety of the family, DHA may notify the appropriate city for code enforcement. The city will be given the property address and landlord's name. If the unit is located in the City of Dallas, DHA may notify the City of Dallas Code Compliance Office.

7. From time to time, the City Attorney's Office or the City's Code Compliance Office may identify dwelling units in violation of the City's Housing Code, where the resident and landlord are participants in DHA's Housing Voucher Program. In such cases, DHA will issue notice to the landlord giving an opportunity to cure the violation. DHA or the City of Dallas Code Compliance will re-inspect. Failure on the part of the landlord to cure the violation within the allotted timeframe will result in abatement of the HAP payment and may also result in termination of the housing voucher or reissuance of a voucher to enable the resident to relocate to other suitable housing. As stated in this policy, DHA's HQS criteria have been amended to include the City of Dallas Housing Code; therefore, a violation of the City of Dallas Housing Code is also a violation of DHA's standards for units in the Housing Voucher program and subject enforcement by DHA.

D. Complaint Inspections

1. DHA shall respond to all families reporting violations of Housing Quality Standards in their units. Requests for complaint inspections are made to the Landlord Services division. Families may call Customer Service or submit a written request. DHA will also respond to calls made by the general public reporting violations of HQS. If the nature of the violation threatens the health and safety of the family, an immediate HQS inspection will be conducted.

2. Once the complaint is received, DHA shall notify the family and landlord of the complaint and give the landlord and/or family a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, DHA shall perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.
3. Hazards that pose no threat to the health and safety of families must be corrected within thirty (30) days. If the nature of the violation threatens the health and safety of the family, an immediate HQS Inspection will be conducted.
4. Re-inspection Process: DHA shall schedule a re-inspection by providing written or email notice to the landlord with a copy to the family, advising him or her of the date and time of the re-inspection. Routine re-inspection appointments shall occur no later than twenty-one (21) days after the unit fails inspection. A nine day grace period will be granted to the family or landlord to request a final Inspection. Failure to have all non-emergency repairs made within 30 days will result in terminating program assistance if the family is responsible for making the correction, and/or cancelling the HAP contract and relocating the family if the landlord is responsible for making the correction.

   DHA will bear the cost of the first inspection of any of the types of inspections listed above and one additional, follow-up inspection. If subsequent inspections are needed before the unit passes HQS, DHA will charge the owner its actual costs for inspections beyond the first two inspections. This policy is designed to encourage owners to make timely improvements.

E. DHA-Owned Units

DHA shall obtain the services of an outside contractor to inspect for HQS at all properties in which DHA or an affiliate owns and/or has an owner interest. The outside contractor shall inspect no more than 25% of these DHA owned units and will communicate the results of the inspection to DHA and the family. The remaining 75% of inspections will be conducted by DHA Housing Inspectors.

F. Abatement of Housing Assistance Payment

DHA shall abate HAP to landlords for units that fail HQS when the landlord fails to make acceptable corrections within the required time frame.

For repeated and or egregious violations DHA may act to ban the landlord from participating in the DHA Section 8 Housing Choice Voucher program.

For instances where the dwelling unit failed HQS solely due to Tenant caused violations, DHA may waive the owner's responsibility to remedy the tenant caused HQS violation. The Housing Assistance Payments to the owner may not be withheld or abated if the owner responsibility for curing the tenant caused HQS violations has been waived. DHA must promptly act to terminate rental housing assistance to the tenant in compliance with appropriate notice and due process.

1. Mandatory Relocation of Family

a. Once it is determined to abate the unit, the landlord shall be notified in writing of DHA's intent to abate the unit and move the family. DHA shall cancel the HAP contract when the family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.
b. If DHA initiates action to abate the unit, the family must move from the unit. If the family decides not to move, DHA shall terminate the assistance to the family in accordance with the HAP Contract.

2. HQS Violations Caused by the Family

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the HQS caused by the family is not the responsibility of the landlord. DHA will terminate assistance to the family if the family fails to correct a HQS breach caused by the family member or by a guest.

The following actions constitute a family breach of the HQS:

a. Tenant paid utilities that are not in service;
b. Failure to provide and maintain any appliances that are to be provided by the family;
c. Vermin infestation in the unit caused by the family's housekeeping; or
d. Damage to the unit beyond normal wear and tear. "Normal wear and tear" are defined as items which could not be charged against the family's security deposit under state law.

3. Owner Responsibility

The owner is responsible for all other HQS violations not listed in the family breach of HQS section listed above, even if the violation is a result of the family's living habits. If the family's living habits constitute serious and/or repeated violations of the lease agreement, it is the owner's responsibility to enforce the lease with appropriate legal action up to and including eviction of the family from the property. (See family violation section listed above.)

The owner may choose to make repairs that result from a family's violation of the lease agreement and bill the family for the repair.

G. Screening and Security Deposit Requirements

1. DHA encourages landlords to screen all potential residents. Landlords need not accept families that have a poor rental history, a history of allowing persons not listed on the lease to live in the unit, a history of damaging units, or a history of vacating units without giving proper notice. DHA shall not provide reimbursement to landlords in cases when there are damages caused by the Section 8 Housing Choice Voucher family or their guests or when the Section 8 Housing Choice Voucher family vacates the unit without giving proper notice or does not pay the family's portion of rent owed under the lease.
2. Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. DHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted program participants.
3. If requested, DHA will provide the landlord with the family's current address, as shown in DHA's records, and the name and address, if known, of the family's current and previous landlord.

H. HAP Execution Policies

Preparation of the lease and HAP contract will be handled in accordance with the following:

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted program participants in the same property.
3. The HUD Addendum to the lease must be used in conjunction with the owner lease and HAP contract. DHA will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to the lease agreement. If the lease does not match the RFTA and the HAP contract with regard to the effective date of HAP Contract, the utility composition and the party responsible to pay utilities, the list of the members of the household (Household Composition) and the amount of contract rent, DHA will notify the owner about the nature of the discrepancies and advise how these discrepancies must be corrected, and give a specific date in which they are to be corrected and submitted to DHA. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided.

I. Non-housing Agreements

1. Owners and program participants may execute agreements for services (e.g. parking, furniture, late charges, pets, pet deposits[7], community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by DHA. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to DHA. Any additional service that is not optional cannot incur an additional charge. If the service is not optional it must be part of the reasonable rent for the unit.
2. Any appliance, service, or other item(s) that is routinely provided to non-subsidized program participants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance, or other item.
3. DHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. Separate agreements for altered or additional security deposit, altered or additional rent amounts and/or fees, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized program participants on the premises are not acceptable.

J. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives (i.e., sister, brother, mother, father, spouse, son,

[7] Note that an assistance animal verified to be needed by a person with a disability is not a pet and a pet deposit may not be charged.

daughter, etc.) as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the ADA-504 Coordinator. Families seeking an exception must submit a request for reasonable accommodation. In no case will an exception be granted to permit someone to lease a unit from a family member when that family member owns and lives in the unit, since this is forbidden by statute and regulation.

K. Rent Reasonableness Determination

DHA shall monitor the rents within its jurisdiction and disapprove a lease for a rent that is not reasonable, based on the rents charged for comparable rental units in the immediate area. DHA shall exercise this authority for all Section 8 Housing Choice Voucher tenant-based program participants.

1. Factors to Consider When Determining Rent Reasonableness

   HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparable units when the units are not identical to the HCV-assisted unit.

   a. Location and age of the unit;

   b. Unit size, including the number of rooms and square footage of rooms;

   c. The type of unit, including construction type (e.g., single family, duplex, garden, low-rise, high-rise);

   d. The quality of the units including the quality of the original construction, maintenance and improvements made;

   e. Amenities, services, and utilities included in the rent;

   f. Availability of public transportation at or near the unit; and

   g. Proximity to quality schools and employment opportunities.

2. Units that Must Not be Used as a Comparable

   Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted through any of the following programs:

   a. Section 8 Housing Project-Based Voucher;

   b. Housing Choice Voucher

   c. Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects;

   d. HOME or Community Development Block Grant (CDBG);

   e. Units subsidized through federal, state, or local tax credits or tax incentives; and

   f. Units subsidized by the Department of Agriculture rural housing programs.

3. Rents Charged for Other Units on the Premises

a. The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

b. By accepting payment from DHA each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises.

c. If asked to do so, the owner must give DHA information regarding rents charged for other units on the premises in accordance with the voucher program regulation at 24 CFR §982.507, which requires DHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units in the open market.

4. DHA's Rent Reasonableness Approach

a. DHA utilizes a rent reasonableness system and database that compares similar units and includes and considers all of HUD's rent comparability factors. DHA shall use 3 comparable units for each rent reasonableness determination. A hedonic pricing methodology adjusts the rental value of the comparable units, based on features that may differ between the comparable units and the subject unit. For example, when a comparable unit has a significant feature that the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit should be adjusted downward, as if the comparable unit also did not have this feature. The amount of the adjustment is equal to the value of that feature in the market. A hedonic pricing system is a model identifying price factors according to the premise that price is determined both by internal characteristics of the good being sold and external factors affecting it. The most common example of the hedonic pricing method is in the housing market: the price of a property is determined by the characteristics of the house (size, appearance, features, condition) as well as the characteristics of the surrounding neighborhood (accessibility to schools and shopping, level of water and air pollution, value of other homes, etc.) The hedonic pricing model is used to estimate the extent to which each factor affects the price.

b. DHA shall use a database to identify and compare the program subject unit to the most similar private market rental property units within a specific geographic radius, drawing on a data base of non-subsidized comparable and current property listings in compliance with HUD Rent Reasonable requirements.

c. Section 24 CFR §982.507(c) states that the owner must provide DHA information requested on rents charged by the owner for other units in the premises or elsewhere. The RFTA, Form HUD-52517, was revised to add information from owners of multifamily properties on the rents charged for three (3) recent rentals of comparable unassisted units in the same complex. The owner supplies this information in Section 12a of the revised RFTA. DHA may use the information provided in Section 12a of the form to determine and document rent reasonableness for comparable unassisted units in the same apartment complex.

5. How Market Data is Collected

DHA's database utilizes landlord listings to continuously update a database used to determine rent reasonableness. The database allows staff to use a variety of techniques to assure that data is current and

acceptable. Techniques include but are not limited to: phone verification, Multiple Listing Service updates, and owner provided leases. DHA may collect and enter data on unit information and market rents in the DHA jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

6. How Rents are Determined

   a. The DHA shall use a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as a comparable within the same market area. Interactive maps, with satellite overlays, will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units.

   b. In comparing rents, DHA shall take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

   c. Where comparable units differ from the unit proposed for HCV assistance, DHA shall determine whether those differences impact rent. Where they do, DHA shall adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.

   d. DHA shall notify the owner of the rent approved based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. DHA may consider this information when making rent determinations. The owner must submit any additional information within 3 business days of the DHA notification.

L. Housing Assistance Payment Contracts with Landlords

1. When a complete and correct RFTA package is received, the unit passes the HQS inspection, the rent is determined to be reasonable, and the family's share of the rent will not exceed 40 percent of the family's adjusted monthly income, DHA will execute a Housing Assistance Payment (HAP) Contract with the owner.

2. DHA shall execute HAP contracts for new admission families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord.

3. DHA shall execute HAP contracts for moving families on any day of the month after the unit has passed inspection and the rent has been agreed to by DHA and the landlord. DHA shall terminate all HAP Contracts of relocating families on the last day of the month. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy. If the family remains in the unit beyond the last day of the month and has taken occupancy of the new unit, the family will be responsible for the rent due to the landlord in

one of the units (DHA will not make HAP payments on two units for the same period of time, with the exception of the initial payment to the new landlord).

4. DHA shall inform the family and the landlord of the approved date of move in for the family and the approved date of HAP contract effective dates. The lease between the landlord and the client must have the same initial and end date as the HAP contract.

M. Monthly HAP Payments

1. HAP disbursements shall be deposited directly into the landlord's bank account by the fifth day of every month. A computerized statement detailing payment activity shall be provided electronically to the landlord by the fifth of each month.
2. All HAP payments made by DHA to the landlord are deemed received by the landlord when the funds are wired by DHA to the landlord's bank. DHA can recover overpayments by deducting from the HAP disbursement.
3. Landlords are required to enroll in the direct deposit program.
4. Late Payments: The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. The HAP contract must be executed within 60 days of move in by the family. If the HAP contract has not been executed within 60 days of move in by the family, DHA will consider the HAP contract void and not make any payment. All other payments will be made by the fifth day of each calendar month. DHA will not pay late fees on unpaid late fees.

   No late fee will be assessed or paid by DHA if the payment is received late due to factors beyond DHA's control or receipt of late payment is due to an adjustment in either the amount of contract rent to the landlord or the HAP to be made by DHA.

   DHA shall pay a late fee of $50.00 for HAP not made (as defined above), due to factors within DHA control. No other late fees will be paid. This payment is made upon request from landlord, provided he/she has a policy and practice of collecting late fees from private market families residing in his/her units.

N. Rent Increases to Owners

Owners may request a rental adjustment once per year. All adjustment requests submitted to DHA must be requested in writing in the format prescribed by DHA. Upon receipt of the owners written request, DHA will:

1. Conduct a rent reasonableness study;
2. Notify the owner of our determination;
3. Provide 30 days written notice to family;
4. Prepare and distribute the Notice of Amendment to the HAP Contract to match the updated lease agreement; which may be different from the original notice from the owner. The effective date will also depend on proper notice to the family if their portion will increase.

   If the proposed rent is not within rent reasonableness guidelines, DHA will attempt to negotiate the rent with the owner. If the owner does not agree to a rent amount within guidelines, the tenant will be issued

a voucher to move to a program acceptable unit.

DHA reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

O. Family Moves

1. Moratorium on Family Moves

DHA may enact a moratorium on all optional moves by the family. Such a moratorium will be formally adopted by the Board of Commissioners and public notice shall be posted both when the moratorium is adopted and when it ends. When such a moratorium is in effect, moves will still be permitted because of:

a. Relocation directed by DHA;

b. Owner-caused failed HQS so long as the tenant is in compliance with program regulations;

c. Family need for an accessible unit to accommodate a member's disability;

d. Catastrophic disasters;

e. Family member is determined to be endangered from specific criminal activity directed at the family member rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment, and/or other available supporting documentation;

f. Family size exceeds appropriate voucher size by two or more persons;

g. Family is moving to a neighborhood that is not economically impacted.

2. When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during any one-year period and when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph VI.O.1. Unless otherwise approved by the DHA's Vice President of Voucher Programs or his/her designee, mutual rescissions of a lease between tenant and landlord are not allowed. A program participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.

3. Moves within DHA's jurisdiction

Other than the exceptions noted above, families will be eligible to move within DHA's jurisdiction with continued assistance only if:

a. they currently live in DHA's jurisdiction; and

b. they hold a valid Housing Voucher; and

c. they are eligible to move; and

d. they have not violated any family obligations; and

e. they do not owe DHA any money; and

f. their current landlord indicates that they are fully lease compliant; and

g. they are moving at or after the date of their Annual Recertification of Income and family circumstances

and/or at the end of their lease term if the lease term is not in conjunction with the scheduled Annual Recertification.

4. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under the lease) and to DHA, but not before the voucher has been issued.
5. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
6. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:
   a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
   b. Disability-related need, as documented by a qualified medical practitioner.
   c. Mobility moves, defined as moves from neighborhoods impacted by income to neighborhoods not impacted by income;
   d. Reduction in the family's voucher size that results in the family paying excessive rent.
   e. Upward change in the family's voucher size that allows the family to lease a larger unit.
   f. Voluntary moves after the first 12 months of occupancy.
   g. All other moves.
7. DHA will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe DHA money, the family will be offered a new voucher to search for another unit.
8. At any time, DHA may deny permission to move due to the following if:
   a. The family does not notify DHA and the owner before the family moves out of the unit or terminates the lease.
   b. The family does not allow DHA and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
   c. The family is verified to be responsible for an HQS failure.
   d. The family is verified to have committed any serious or repeated violations of the lease.
   e. The family owes DHA or another PHA money for any reason.
   f. DHA does not have sufficient funding for continued assistance.
   g. The family is verified to have violated any family obligation.
   h. For any other HUD-allowed reason.
9. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.
10. DHA will not issue a voucher to a family who wishes to move due to an eviction action initiated by the

owner. Both the owner and the family are required to notify DHA whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.

11. If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.

P. Owner Termination of a program participant's Lease: Grounds for Lease Termination

1. The owner may terminate the lease for lease violations at any time.
2. The owner may terminate the lease for any other reason only after the initial period of the lease.
3. When an owner terminates a lease for reasons not related to program participant lease violations, the family's status will be reviewed and, if the family is in full compliance with family obligations, the family will be issued a Housing Voucher.
4. The owner must follow state and local laws and must provide DHA with a copy of the eviction and/or lease termination notice immediately.

Q. Required Notice for Lease Termination

1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or other period) notice to move.
2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.
3. Owners must give written notice to DHA of any legal actions and are required to provide DHA with copies of all notices and documents filed with the court action regarding program participant's violation.
4. Provided the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies DHA with copies of all pertinent legal documents, the owner is entitled to HAP payment until the family voluntarily moves or is evicted.
5. The owner must use the lease termination and/or eviction proceedings as prescribed in the lease and contract:
    a. The owner can institute court action, using the grounds for eviction cited in the lease; or
    b. The owner can issue proper notice not to renew the Lease Agreement.
6. The owner may not terminate tenancy for DHA's failure to pay the housing assistance payment.

R. Change in Ownership or Property Management Company

1. DHA must receive a written request from the owner in order to make changes regarding who is to receive DHA's HAP payment.

2. DHA will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e. recorded deed, legal sale documents, etc.

Section VII. Payment and Subsidy Standards

DHA shall determine the family's unit size and family contribution of housing cost in accordance with HUD regulations using the verification hierarchy outlined in HUD's regulations and verification guidance.

A. Payment Standards

1. DHA will establish program payment standards by balancing the competing needs of setting payment standards as low as possible to assist as the highest number of families within available funding, while still setting the standards high enough to ensure that families can find and lease housing in high opportunity neighborhoods. The range of possible payment standards is 90-110% of HUD's fair market rent standard. HUD has established a payment standard equal to 125% of the fair market rent for class members participating in the Walker Settlement Voucher Program utilizing the vouchers in eligible census tracts.
2. DHA will monitor the effect of the payment standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in high opportunity neighborhoods, staff will recommend an increase in the payment standard to the Board of Commissioners.
3. When there is a decrease to the payment standard schedule during the term of a family's HAP contract, DHA exercises its ability to hold harmless and not reduce subsidy. DHA will continue to use the existing higher payment standard for the family's subsidy calculation for as long as the family continues to receive the voucher assistance in that unit.[8]
4. The payment standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective as soon as possible after HUD issues FMRs.
5. The President and CEO shall determine the payment standard with the following criteria and/or objectives:
    a. DHA shall consider the amount received from HUD in its Annual Contributions Contract;
    b. DHA shall avoid concentration of Section 8 Housing Choice Voucher families in high poverty areas;
    c. DHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and
    d. DHA shall ensure that the majority of families are not paying more than 40% of their income for their housing cost.

[8] Final rule FR-5855-F-03, "Establishing a More Effective Fair Market Rent System; Using Small Area Fair Market Rents in the Housing Choice Voucher Program Instead of the Current 50th Percentile FMRs; Final Rule," effective January 17, 2017, amends the voucher program regulations at 24 CFR §982.505(c)(3) to reflect the change made by HOTMA. Implementation guidance to PHAs was published in Notice PIH 2018-01.

6. DHA shall analyze its rental market quarterly to ensure these objectives are met. DHA will ensure that the applicable payment standards are distributed to pertinent staff.

B. Family Subsidy Standard at Admission

1. DHA shall exercise prudence in the determination and administration of housing subsidy standards. Maximum subsidy standards for an eligible family is determined based upon the members included on the application. All adult members must appear in person with photo identification.

2. Adult members that are not identified at the time of the application will not be considered as members of the assisted household unless they were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption, or court awarded custody, between the time of application and admission will be added to the household when verification of the birth, adoption, or court awarded custody to a family member listed on the application is provided to DHA.

3. All individuals added to the household are subject to HUD's eligibility and DHA's suitability standards. DHA will approve a one-time addition of adults to a client family even if the addition will increase the voucher size for which the family qualifies, but not if the adults do not pass the criminal history screening.

4. The Vice President of Voucher Programs, or his/her designee, shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within DHA's policy. DHA will provide the head of household with written notification of the determination within 14 calendar days of the family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.

C. Live-in Aides

1. The following principles govern the use of live-in aides.

   a. Live-in aide means a person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities, who: **24 CFR §5.403**

      1) Is determined to be essential to the care and well-being of the persons;

      2) Is not obligated for the support of the persons; and

      3) Would not be living in the unit except to provide the necessary supportive services.

   b. DHA's determination whether or not to permit the addition of a live-in aide to a public housing household shall be based upon verification that:

      1) The person to be assisted by the live-in aide qualifies as an individual with a disability as defined at **24 CFR §8.3**; and

      2) there is a nexus between the individual's disability and the services that a live-in aide might reasonably provide.

   c. DHA shall notify the family of the decision to approve or deny the live-in aide in writing within 14 business days from the date all required documentation is provided.

   d. The family and live-in aide will be required to submit certifications:

1) That the live-in aide is not obligated to support of the person(s) needing the care, and

2) That the live-in aide would not be living in the unit except to provide the necessary supportive services.

3) Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend, ~~or~~ girlfriend or any other adults) cannot be a live-in aide (since they are living in the unit as a household member).

e. The public housing unit must be the primary place of residence for the live-in aide since is verified to be necessary to provide care on a live-in basis and is expected to live in the unit. A live-in aide may have a job outside the assisted unit if it will not affect the care and services to be provided to the person assisted.

f. Live-in aides are required to assist the head of household to complete their annual recertification responsibilities and DHA must determine annually the eligibility of the household for a live-in aide, unless specified otherwise by the medical practitioner verifying the need for the accommodation as a permanent disability, or unless the permanent nature of the disability-related need is known or obvious.

g. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide is not considered a family member on the lease, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot take over the unit as a "remaining member of a tenant/ family."

h. The Live-in aide must meet DHA's screening criteria which includes a criminal background check. Further, the live-in aide must not currently owe rent or other amounts to DHA or any other housing authority in connection with any HCV or public housing programs.

i. Live-in aides must provide verification of social security number, date of birth, complete the live-in aide questionnaire, execute documents authorizing DHA to conduct a criminal background check execute the 9887-A allowing DHA to conduct an EIV existing tenant search, and sign a live-in aide agreement prior to occupying the unit.

j. DHA will only approve one additional bedroom for a live-in aide. A live-in aide may have approved family member/s live in the assisted unit. DHA 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 a 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 because there are not enough bedrooms in the unit to accommodate the additional family members of the live-in aide, the live in aide may not be approved.

k. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances.

D. Family Subsidy Standard During Program Participation

1. DHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship

documents to a family member listed on the lease and voucher. Such additions to the family must be reported within 10 calendar days of occurrence.

2. DHA will permit the addition of adult family members to the family, even if such addition will increase the voucher size for which the family qualifies. Only one such person may be added to any family during their term as a voucher holder.

3. DHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room), DHA will notify the head of household of the need to move and issue the family another Housing Choice Voucher at the termination of the family's lease.

E. Occupancy Standards

1. Voucher size is one factor in determining the family's level of assistance. The size of a voucher will be based upon the family/household composition.

2. In compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (24 CFR §982.401 and 24 CFR §982.402), and in an effort to administer federal funds responsibly, DHA takes a conservative and stringent approach in determining the appropriate size of the voucher.

3. DHA will utilize a maximum occupancy standard of two persons per bedroom or living/sleeping room, pursuant to the HUD guidelines concerning the determination of unit size requirements. DHA will not determine who will share a bedroom/sleeping room.

   a. At least one person must occupy each bedroom.

   b. A maximum of two persons may occupy a bedroom or living/sleeping room.

   c. A one-person family will be issued a one-bedroom voucher.

   d. Two youth per bedroom, unless they are of different gender.

   e. Adults may be assigned separate bedrooms, unless reported as a spouse or domestic partners.

   f. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, or an adult member over age 18 who is a full-time student temporarily away at college, is considered a member of the family.

   g. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family.

   h. Two disabled individuals may be assigned a two bedroom voucher, subject to the review and approval of a request for reasonable accommodation.

   i. DHA will only approve one additional bedroom for a live-in aide. A live-in aide may have approved family member/s live in the assisted unit. On a case by case basis, and subject to unit availability, DHA may approve an additional bedroom as a reasonable accommodation. DHA 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 a 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 because there are not enough bedrooms in the unit to accommodate the additional family members of the live-in aide, the live in aide may not be approved

j. Occasional, intermittent, multiple or rotating care givers typically do not reside in the unit and would not qualify as live-in aides. Therefore, an additional bedroom should not be approved for a live-in aide under these circumstances.

k. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability as a reasonable accommodation. DHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the program participant with a disability warrants an additional bedroom. For example, a program participant will not be approved for an extra bedroom to house a folding wheelchair.

l. Unless there is a verified reasonable accommodation in place, occupancy standards will follow the table as shown below.

Housing Choice Voucher Size	Minimum No. of Persons in Household	Maximum No. of Persons in Household
0-BR	1	1
1-BR	1	4
2-BR	2	6
3-BR	3	8
4-BR	4	10
5-BR	6	12
6-BR	8	14

F. Unit Size Selected by Voucher Holder

The family may select a dwelling unit of a different size than that listed on the voucher; however, the affordability may not exceed 40% of adjusted monthly income at initial lease up. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The housing assistance payment (HAP) is based upon the lower of the payment standard for family unit size or the payment standard for the unit size rented by the family. The utility allowance for which the family will qualify will be based upon the lower of the allowance for the unit size approved for the family or the allowance for the unit actually leased.

G. Remaining Family Member

1. Under certain circumstances the original family composition may be altered when the head of household leaves the unit. A remaining family member, as defined by HUD, is an adult family member already in the household at the time the head of household permanently leaves the household.
2. If the head of household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult family member capable of assuming the head of household position, the voucher assistance will pass to that remaining family member, who will then become the head of household.
3. When the head of household leaves the unit because of criminal activity or incarceration, DHA will terminate assistance, not permit another family member to take over the voucher.
4. If there are more than one qualified remaining family members, the family may designate any qualified family member as the head of household. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.
5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or DHA incurred by the previous head.

6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to DHA in writing within 10 days after the head of household's departure.
7. DHA will not permit adults not formerly members of the household to join the household simply to become the remaining member of a tenant family.
8. An exception will be considered for the benefit of minor children where there is no eligible remaining family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household who is available to move into the unit and assume the role as head of household, DHA may consider the addition of this adult as the head of household. The adult assuming the role as head of household must assume legal custody or kinship care of the minor children. The newly designated head of household must meet DHA's eligibility standards and their income will be used to determine the family's share of housing assistance. For the benefit of the minor children, the newly designated head of household may assume permanent status as head of household if the initial head of household is unable to return to the unit and grants written authorization. In such cases, the initial head of household's claim to Section 8 Housing Choice Voucher Program assistance is lost. The new head of household would assume any outstanding debt incurred by the former head of household.

H. Temporary Absence of Head of Household

If the head of household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the voucher HAP will be provided for a maximum of 90 days. The absent head of household's income will continue to be counted and the family will be responsible for their portion of rent to the landlord for the 90-day period. If the head of household is unable to return to the Housing Choice Voucher Program assisted unit after the 90-day period, DHA will no longer consider the absent family member the head of household and the family may utilize the provisions of Section G above.

I. Family Absences from the Unit

1. The family may be absent from the unit for up to 14 consecutive day periods with owner approval and written notification to DHA. Absences longer than 14 consecutive days require advance approval by the owner and DHA. The family may not be absent from the unit for a period of more than 180 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated and the family is responsible for the full contract rent.
2. Assistance for the entire household will be terminated if the head of household, co-head, spouse or adult child is absent due to incarceration for drug related or violent criminal activity.

J. Separation or Divorce

1. In cases of divorce or separation under a settlement or judicial decree, DHA shall follow a court's ruling in determining which family members continue to receive Section 8 Housing Choice Voucher assistance.
2. In cases where no settlement or judicial decree exists, DHA will:

a. Grant the voucher to the family member who retains custody of the minor children or who cares for disabled family members; or

b. Grant the voucher to the family members forced to leave a unit as a result of actual or threatened physical violence against family members by a spouse or other family members of the household; or

c. Grant the voucher to the family member that provides housing for the minor children 51% or more of the time in the case of joint custody.

3. DHA will not grant both parents of minor children a voucher, although the parent who is not awarded the voucher may apply, separately whenever the waiting list is open.

K. Determination of Family Share of Housing Cost

1. The family's contribution to the housing cost will be based upon the verified annual and adjusted income as defined in HUD regulations. 24 CFR §5.609

2. The amount of the total tenant payment (TTP) will be calculated based on the highest of:

a. 10% of the monthly unadjusted family income; or

b. 30% of the family's monthly adjusted income; or

c. DHA's minimum rent of $50.00.

3. The actual amount of the family's contribution will be the total tenant payment (TTP) unless the family chooses a unit with a gross rent higher than the payment standard. In this instance, the family's contribution to housing cost will equal TTP plus the amount by which the gross rent exceeds the payment standard.

L. Exemption from Minimum Rent Requirement

1. A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**
2. the family has lost eligibility for or is applying for an eligibility determination for a federal, state, or local assistance program;
3. When the family would be evicted because it is unable to pay the Minimum rent; or
4. A death in the family has occurred: or
5. When a family with health and medical expenses or reasonable attendant care and auxiliary apparatus expenses exceed five percent of the family's income; or

6. A family that was claiming the childcare no longer qualifies because the care is no longer necessary to enable a family member to work or go to school. The family may continue to claim the childcare deduction for 90 days, with 90-day extensions as approved by the owner. The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested, and DHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the

date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.

M. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased Section 8 Housing Choice Voucher assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves), but is not applied during subsequent years of occupancy in a unit already under lease.

N. Utility Allowance

At least annually, the Housing Authority shall obtain and analyze utility rate data for Utility providers in the local jurisdiction, and will determine whether there has been a Change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

If there has been a change of 10% or more, an appropriate adjustment to the schedule shall be made. No adjustment shall be made for any increase less than $1 per unit month.

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O. Utility Reimbursements

When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the family's total tenant payment, DHA shall issue the family a payment for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement. Utility reimbursements are made using debit cards. If the value of the Utility Reimbursement is less than $15 per month, the debit card will be reloaded quarterly, if more than $15 per month, the debit card will be reloaded monthly.

Section VIII. Determining Income and Rent

A. Annual Income 24 CFR §5.609

DHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

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

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS

regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD;
5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts. See C.14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits and veterans' benefits.;
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (see paragraph C.3. below concerning treatment of lump-sum additions as family assets);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed Forces. See paragraph C.7. below concerning pay for exposure to hostile fire.
10. For Housing Choice Voucher programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 from private sources or from an institution of higher education shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. Financial assistance does not include loans.

B. Non-Cash Contributions to Families

As required by Federal regulations, in determining Annual Income, regular non-cash contributions from persons outside the family are included. This information shall be obtained from the Zero Income Interview Questionnaire, Contribution Form and Personal Declaration and Questionnaire; DHA shall verify the type and value of the non-cash contribution by contacting the source and obtaining an acceptable third-party verification.

C. Excluded Income 24 CFR §5.609

Annual Income does not include the following:

- Income from the employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the client family, who are unable to live alone);
- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraph 5 above if the payments are or will be periodic in nature);

  (See paragraphs 14 and 15 below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits and veterans' benefits)
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, provided the person meets the definition of a live-in aide (See Section 12 of these policies);
- The full amount of student financial assistance paid directly to the student or the educational institution to pay tuition;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Certain amounts received that are related to participation in the following programs:
  a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
  b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  c. Amounts received by a program participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
  d. A resident services stipend. A resident services stipend is a modest amount (not to exceed $200/month) received by a public housing resident for performing a service for the DHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
  e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by the DHA;
- Temporary, non-recurring, or sporadic income (including gifts);

- Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of $480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
- Adoption assistance payments in excess of $480 per adopted child;
- The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
  a. State-funded assistance, benefits or services means 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 DHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work 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.
  b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the DHA must exclude from annual income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  c. Regardless of how long it takes a client to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 months.
  d. The disallowance of increased income under this section is only applicable to current disabled residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
- Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
- Deferred payments of VA disability benefits that are received in a lump sum payment;
- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a 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;
- 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 the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register

identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 USC 2017 (h)

b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; 42 USC 5044 (g), 5088

   Examples of programs under this Act include but are not limited to:

   1) the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
   2) National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
   3) Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

c. Payments received under the Alaska Native Claims Settlement Act; 43 USC.1626 (a)

d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes; 25 USC. 459e

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

f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. 94-540, 90 State 2503-04

g. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims 25 USC 1407-08, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and 25 USC 117b, 1407

h. 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 USC 1087 uu

   Examples of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.

i. Payments received from programs funded under Title V of the Older Americans Act of 1965: 42 USC 3056 (f)

   Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

j. Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation;

k. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. 96-420,94 Stat. 1785

l. 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 USC 9858q

m. Earned income tax credit refund payments received on or after January 1, 1991 26 USC 32 (j)

n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;

o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

p. 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;

q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998;

r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act;

s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and

t. Kinship Guardian assistance payments and other guardianship care payments;

u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC;

v. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990;

w. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amo9unts;

x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010;

y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case "Elouise Cobell et al v Ken Salazar

D. Anticipating Annual Income 24 CFR §5.609(d)

If it is not feasible to anticipate income for a 12-month period, DHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for program participants receiving unemployment compensation.)

E. Adjusted Income 24 CFR §5.611

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

1. For All Families

   a. Child Care Expenses — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by DHA when the expense is incurred to permit education or to seek employment.

   b. Dependent Deduction — An exemption of $480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

   c. Work-related Disability Expenses/Disability Assistance Allowance — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

   d. Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, service animals, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

      1) For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

      2) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

2. For elderly and disabled families only:

   a. Medical Expense Deduction — A deduction of unreimbursed medical expenses, including insurance premiums, anticipated for the period for which Annual Income is computed.

      1) Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by DHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

2) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.

3) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.

3. Elderly/Disabled Household Exemption — An exemption of $400 per household. See Definitions in Section XIII.

F. Annual Recertification

1. Families are required to provide information on income, assets, deductions, and family composition at least annually, as well as the need for and the eligibility of a live-in aide, unless previously verified as a permanent disability.

2. Eligibility for Continued HCV Assistance

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

   a. Qualify as a family as defined in Section XIII of this policy.[9]
   b. Whose family members each have verified Social Security numbers. 24 CFR § 5.216
   c. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent 24 CFR § 5.5
   d. Do not own net family assets that exceed $100,000 (as adjusted for inflation) per final rule Section 104 of HOTMA, effective as of 7/1/2025 or as defined by HUD.

   e. Do not own real property 'suitable for occupancy' per final rule Section 105 of HOTMA, effective as of 7/1/2025 or as defined by HUD. A property may be considered 'not suitable for occupancy' if the family demonstrates that it: does not meet the disability-related needs for all members of the family; is not sufficient for the size of the family; is not safe to reside in because the person is a victim of domestic violence, sexual assault or stalking and is in fear of harm if they were to reside in the property; is not safe to reside in because of the physical condition of the property.

3. Re-certification dates will change when a family moves.

4. Recertification notifications will be emailed (or otherwise issued) to participating families and/or made available online 90 to 120 days in advance of the scheduled annual re-certification effective date.

5. The head of household will be notified that she/he (and live-in aide if any) is required to recertify online on a specified date, including providing signatures on any third party verification forms needed.

6. It is DHA's preference to conduct Annual Recertifications at its offices and/or online; however,

[9] For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18 if recognized by the PHA's state.

accommodations may be made pursuant to a request and approval for reasonable accommodation for persons with disabilities.

7. When an in-person recertification is to be performed, all adult household members, and live-in aide, if applicable, must attend the interview and bring the completed packet and all required documentation.
8. If the family fails to bring and/or submit all the required documentation to the interview, the interview will be conducted and the family will be allowed 10 additional days to submit the required data. If the data is not then submitted, the family may be terminated for violation of family obligations.
9. The interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e. disability or work-related reasons, etc.
10. If the family fails to attend two (2) scheduled re-certification appointments or submit online certification without contacting DHA, the family may be terminated for failure to comply with program requirements.
11. Upon completion of the re-certification, DHA will notify the owner and tenant in writing and/or via email of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
12. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given a 30 day notice of the increase in rent. If re-certification was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.
13. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
14. During the annual reexamination process, the DHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR §5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from his/her parents based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.
15. If the student is no longer income eligible based on his/her own income or the income of his/her parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
16. If the student continues to be income eligible based on his/her own income and the income of his/her parents (if applicable), the DHA will process a reexamination in accordance with the policies in this chapter.

G. Interim Changes in Income and Family Composition

1. Voucher clients are required to report all changes in family composition, income, and status to the DHA Leasing Professional within 10 calendar days of the occurrence. Failure to report within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. In order to qualify for rent reductions, voucher clients must report income decreases promptly.
2. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to DHA's Procedure on Verification. 24 CFR §982.
3. DHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	DHA ACTION

Decrease in income for any reason, except for decrease that lasts less than 30 days or subject to Imputed Welfare Income rules[10].	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR §5.609
Increase in verified family deductions	Process interim rent reduction if income decrease will last more than 30 days. 24 CFR §5.609
Increase in income following DHA granting interim rent decrease.	Process an interim increase.
Increase in earned income from the employment of a current household member.	Process an interim increase.
Increase in unearned income (e.g. COLA adjustment for social security).	Defer increase to the next regular re-examination.
Increase in income because a person with income (from any source) joins the household.	Process an interim increase.
Increase in monetary or non-monetary income after a voucher client claims zero income.	Process an interim increase.
Increase in earned income because a person with a history of seasonal employment (e.g. school worker, construction worker) returns to work.	Process an interim increase.
The resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than what it should be.	Process an interim increase.

If voucher clients experience a decrease in income from public assistance because their grant is reduced or terminated for one of the two following reasons, their rent will not be reduced:

a. Welfare department has reduced the grant because of welfare fraud; or

b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.

   1) If a voucher client challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.

   2) If the welfare department upholds the grant reduction, the voucher client shall owe a retroactive rent on the interim rent reduction granted.

3) If the welfare department overturns the grant reduction, no retroactive balance is owed.

4. If a family receiving Temporary Assistance to Needy Families (TANF) has their TANF grant reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements, DHA is not permitted to reduce tenant rent.

5. When a family's TANF grant is reduced, DHA will verify the reason for the reduction through the Texas Department of Health and Human Services, and will reduce rent if the reason for the reduction is other than welfare fraud or failure to comply with economic self-sufficiency requirements.

6. Required Interim Redeterminations

   For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled every 120 days.

7. Timing of Interim Rent Adjustments

   a. Interim rent increases will be effective 30 days after the first of the month.

   b. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified.

   c. If a family's rent is increased due to unreported income or overstated deductions, the increase will be computed retroactive to the date when rent should have increased. Interim re-certification will be made effective the first of the following month of which the unreported income was documented and verified.

   d. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the interim re-certification.

   e. No retroactive rent decreases will be granted.

   f. Program participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.

   g. If the reduction is reported within 10 days of the change, the decreased rent will be made effective by the first of the following month.

   h. If the family is responsible for delays in completing an interim re-certification, DHA may terminate assistance.

   i. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.

   j. Interim re-certifications do not affect regularly scheduled re-certification effective dates.

8. Interim Changes in Family Composition

   The family is required to report the following in writing to DHA within ten calendar days of the change:

   a. A family member is added by birth, adoption or court-awarded custody, with or without increased income.

   b. The family wants permission to add a member by any method other than birth, adoption or court-awarded custody.

   c. The family loses a member.

9. DHA Addresses Changes in Family Composition

   a. DHA will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, and

   b. DHA may permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:

      1) Relationships consistent with DHA's definition of family

      2) Temporary custody of foster children

      3) Other family member additions (e.g. kinship care)

   c. Persons age 18 or older may be approved for addition to the family even if the voucher size for which the family qualifies for will increase. They will be subject to the same criminal history screening used for all applicants upon approval. Only one such person may be added to any family during their term as voucher holders.

   d. Other than children added by birth, adoption or court awarded custody, additional family members must be authorized by DHA in writing and approved by the owner in writing through an amendment to the lease agreement.

   e. Failure on the part of the owner to approve an additional family member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for DHA to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to lease termination and termination of assistance.

   f. An adult family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only if the voucher size for which the family qualifies for will not increase.

   g. Assisted families, whose head, spouse or other family member has become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance.

   h. Alternatively, the family may receive authorization to relocate to an accessible unit, as may be required. As a reasonable accommodation to persons with disabilities, DHA may approve a mutual rescission that will permit a family to move before the end of the lease term.

   i. All requests to remove a household member (e.g. as a result of the member being involved in criminal activity that threatens the entire family with program termination), must be accompanied by substantial supporting documentation that the member to be removed from the assisted household now resides at another address. The member to be removed may appear at DHA in person to remove themselves, or may provide documentation of their move to the HOH. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent at a new address, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location. The HOH will be given 10 days to provide such documentation. In the event that the family member who is being

removed is uncooperative and refuses to provide such documentation, the HOH must provide a written statement that describes why the member is being removed from the assisted household, and why no other documentation of that move is available. If the HOH fails to respond with either supporting documentation or written statement, then the household will be recommended for termination of housing assistance.

j. If there is a change in family composition resulting in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the time of next annual re-certification and/or move, whichever comes first.

k. Failure of the family to report an over-housed situation may result in a DHA requirement for repayment of excess HAP payments and/or termination from the program.

H. Adjustments to Income.

Adjusted income is the annual income of all household members after making the mandatory deductions listed below as identified in 24 CFR §§5.611 and 5.617.

1. $480 for each dependent;
2. $400 for elderly or disabled families;
3. Un-reimbursed anticipated annual medical expenses of elderly or disabled families that exceed three percent (3%) of annual income;
4. Un-reimbursed disability assistance expenses for care or apparatus for disabled family members that exceed three percent (3%) of annual income and permit an adult family member to work; and
5. Reasonable child care expenses to allow an adult family member to work, actively seek work, or attend school.

I. Verification of Income, Assets and Deductions

DHA shall follow the stricter of HUD's regulations and guidance on the verification of income, assets and asset income, and deductions from income or its own procedures. See Verification Procedure (610-1.2).

Under the HOTMA regulations PHAs are permitted to use verification of Annual Income from other governmental programs. DHA does not choose to exercise this option.

J. Computing Rent 24 CFR §5.628

1. Total Tenant Payment (TTP)
   a. The first step in computing income-based rent is to determine each family's Total Tenant Payment.
   b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
   c. The result of this computation, if a positive number, is the Tenant Rent.
   d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement.
2. Total Tenant Payment is the highest of:

a. 30% of adjusted monthly income; or

b. 10% of monthly income; or

c. Minimum Rent of $50.

3. Tenant rent

a. If the tenant is occupying a unit with a gross rent that is equal to or less than the Payment Standard, Tenant rent will equal the Total Tenant Payment minus the utility allowance

b. In developments with gross rents equal to or less than the Payment Standard where the landlord pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. 24 CFR §5.634

c. If the tenant is occupying a unit with a gross rent that is greater than the Payment Standard, tenant rent will equal the Total Tenant Payment plus the amount by which the gross rent exceeds the Payment Standard minus the utility allowance.

4. Rent to Landlord

a. Rent to landlord is the greater of:

- The Payment Standard less the landlord's Housing Assistance Payment; or.
- The Gross Rent less the landlord's Housing Assistance Payment

5. Minimum Rent

The Minimum Rent shall be $50 per month.

Section IX. Termination of Assistance

A. Terminations of Families' Assistance Based on Program Regulations

DHA may terminate the assistance of families at the family request or for any violation of program rules and family obligations including but not limited to the following reasons:

1. Families notify DHA that they wish to voluntarily terminate their assistance.
2. Effective as of 7/1/2025 or as defined by HUD; Household's net family assets exceed $100,000
3. Effective as of 7/1/2025 or as defined by HUD: Household owns real property 'suitable for occupancy' per final rule Section 105 of HOTMA
4. No Housing Assistance Payment has been paid on the family's behalf for 180 days (six months).
5. No family member certifies to either citizenship or eligible immigration status and does not elect not to contest his/her eligible status.
6. Any member of the family refuses to sign and submit the HUD and DHA required consent form(s) for obtaining information.

7. Any family members do not provide their Social Security information and documentation within the time required and specified by DHA.
8. Families move out of their dwelling unit without giving proper written notice to DHA and their landlord.
9. DHA determines the landlord is entitled to payments due to non-payment of rent, damages, or other amounts owed under the landlord's lease by the family, and it is verified that the family has failed to satisfy any such liability.
10. The family has not reimbursed DHA or another PHA for amounts paid to an owner under a HAP contract for any amounts owed by the family under the lease, or if the family breaches an agreement with DHA to pay amounts owed.
11. A family does not report an increase of income or change of family composition as required by this Administrative Plan.
12. The family fails to comply with the requirement to recertify after two notices.
13. Any member of the family has engaged in drug related criminal activity or violent criminal activity as outlined in Section IV B.
14. Criminal activity directly relating to domestic violence, dating violence, or stalking shall not be considered cause for termination of assistance for any program participant, or immediate member of a program participant's family who is the victim of the domestic violence, dating violence, or stalking.
15. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
16. Any member of the family has ever been convicted of manufacturing methamphetamine on the premises of federally assisted housing.
17. Any family member engages in illegal use of a controlled substance.
18. Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors.
19. Any household member illegally possesses weapons.
20. Any member of the family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program.
21. Any family member or guest of the family engages in or threatens abusive or violent behavior toward Authority personnel.
22. All members of the family are absent from the unit for more than 14 consecutive days without PHA and landlord approval.
23. A family has their lease terminated by their landlord as a result of serious or repeated lease violations or is evicted for serious or repeated lease violation(s).
24. Any family member enters into a side payment agreement without DHA's authorization.

25. Any family member or guest causes damage to the unit or surrounding property as verified by a DHA inspection.
26. Any family member or guest engages in violent physical behavior or fights.
27. Any member of the family has violated any family obligation under the Housing Choice Voucher Program as outlined in 24 CFR §982.551, as amended.
28. Any other HUD-allowed reason.

    DHA may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.

29. If DHA proposes to terminate assistance for criminal activity as shown by a criminal record, DHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record. DHA must give the family an opportunity to dispute the accuracy and relevance of that record in accordance with § 982.555.
    a. DHA may not pass along to the tenant the costs of a criminal records check.
    b. The requirements in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking) apply to this section.

B. Terminations during a Funding Shortfall

DHA may act to reduce housing assistance payment expenses due to a federal funding shortfall where DHA would otherwise be required to terminate participating families from the program due to insufficient funds. DHA will outline its plan to implement action to terminate program participants during a funding shortfall in its Standard Operating Procedures.

C. Program participant Termination Notification

In any case where DHA decides to terminate assistance to the family, DHA will give both the family and the owner a 30-day written termination notice which states:

1. Reasons for the termination;
2. Effective date of the termination;
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

D. The Violence Against Women Act

The Violence Against Women and Justice Department Reauthorization Act of 2005 and Reauthorization Act of 2013 (VAWA) protects families who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with 24 CFR §5.2005 and PIH Notices 2006-42 and 2017-02, DHA will not deny assistance under, or terminate assistance from housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking (collectively VAWA crimes) by an affiliated individual.

VAWA definitions of domestic violence, dating violence, sexual assault, stalking, and affiliated individual are provided below. Detailed VAWA protocol is included in DHA's Procedure for VAWA crimes.

1. Domestic Violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner 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 or intimate partner, 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. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.
2. Dating Violence means 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:
        1) the length of the relationship;
        2) the type of relationship; and
        3) the frequency of interaction between the persons involved in the relationship.
3. Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
    a. fear for the person's individual safety or the safety of others; or
    b. suffer substantial emotional distress.
4. Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.
5. Affiliated individual, with respect to an individual, means:
    a. A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
    b. Any individual, tenant, or lawful occupant living in the household of that individual.
6. Notification of Occupancy Rights. DHA will notify landlords and Housing Choice Voucher participants of the notification of occupancy rights under VAWA during termination proceedings, landlord and client briefings, during the annual recertification process, and by providing information from DHA staff. Housing Choice Voucher participants requesting protection from termination or eviction for incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking must complete, sign, and submit HUD Form 50066 within 14 business days of notification of the termination or eviction.

7. Certification.

   DHA requires verification of VAWA crimes. This may be accomplished in one of three ways:

   a. Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking".

   b. Providing other 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 side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this procedure.

   c. Providing a police or court record to DHA by federal, state, tribal, or local police or court, which describes the incident(s) in question.

8. Emergency transfer Plan.

   Victims of VAWA crimes *may* qualify for an emergency transfer if they either reasonably believe there is a threat of imminent harm from further violence if they remain in their dwelling unit, or the sexual assault occurred on the premises during the 90-calendar-day period preceding the date of the request for transfer. Detailed procedures on emergency transfers are covered in DHA's Procedure for VAWA crimes.

E. Terminating DHA HAP payments

1. The HAP contract will be terminated and any overpayments of HAP will be recouped on the last day of the month after a tenant has died and no eligible remaining family members are in the unit and/or on the last day of the month after a tenant has vacated the unit, with or without notice to the landlord.

2. DHA will use public records to verify the date of death.

3. If program participants have abandoned the unit and vacated without written notice to DHA and/or the landlord, DHA will use records such as inspection dates, dates of unit being leased or public utility consumption records to verify last month of occupancy.

Section X. Informal Hearing for program participant

A. Situations in which DHA is required to offer an informal hearing

1. DHA must offer a participant family an opportunity for an informal hearing to consider whether the following PHA decisions relating to the individual circumstances of a participant family are in accordance with the law, HUD regulations and PHA policies:

2. DHA shall offer a participant family an opportunity for an informal hearing in disputes involving the following determinations:

   a. A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment;

   b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from

the PHA utility allowance schedule;

c. A determination of the family unit size under DHA subsidy standards and its corresponding payment standard;

d. A determination to terminate assistance for a participant family because of the family's action or failure to act (see § 982.552;)

e. A determination to terminate assistance because the program participant family has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules.

f. (2) In the cases described in paragraphs (a)(1) (iv), (v) and (vi) of this section, the PHA must give the opportunity for an informal hearing before the PHA terminates housing assistance payments for the family under an outstanding HAP contract

3. DHA is not required to provide a program participant family an opportunity for an informal hearing for any of the following:

a. that are discretionary administrative determinations by DHA, or to consider general policy issues or class grievances.

b. establishment of the PHA schedule of utility allowances for families in the program

c. DHA's determination not to approve a unit or tenancy.

d. that a unit does not comply with DHA's Housing Quality Standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease). However, DHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in § 982.551(c).

e. that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.

f. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.

g. not to approve a family's request for an extension of the term of the Voucher issued to an applicant or an assisted family that wants to move to another dwelling unit with continued participation in DHA's Housing Choice Voucher Program.

4. Notice to program participant when DHA is required to provide notice of the right to an informal hearing

a. DHA must notify the family that the family may ask for an explanation of the basis of the PHA determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the program participant does not agree with the decision, she/he may request an informal hearing on the decision within the deadline listed on the date of the notice.

b. If the request for an Informal Hearing is not submitted timely, the program participant will have waived his/her right to request an informal hearing.

c. If an informal hearing request is submitted within the required timeframe, DHA will timely schedule the informal hearing and send written notice to the client.

d. The written notice shall contain the date, time, place and manner where the informal hearing will be conducted.

e. The informal hearing shall occur prior to the date of termination of housing assistance payments unless the tenant has already vacated the unit.

f. If the informal hearing cannot be held before the scheduled date of termination of assistance, assistance will be paid until the hearing has been held and a decision rendered.

5. The Hearing Officer

a. DHA will designate a hearing officer(s) to conduct the informal hearing.

b. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.

6. Rights of the program participant

a. The program participant must appear in person or via conference call, and may be represented by an attorney at his/her own expense.

b. The program participant shall have the right to review and copy (at his/her expense) any relevant information relied upon by DHA.

c. The program participant shall have the right to present both oral and written evidence.

d. The program participant has the right to question any witnesses deposed herein and the right to argue his or her case prior to the hearing officer's decision.

e. The program participant shall have the right to arrange for an interpreter to attend the hearing, at the client's expense. If a program participant has a hearing impairment, speaks Spanish or Vietnamese, DHA will provide an interpreter at DHA's expense.

f. The program participant shall have the right to have the hearing recorded by audiotape at the client's expense subject to the hearing officer's discretion.

g. The program participant shall have the right to seek redress directly through judicial procedures of the court after receipt of the hearing officer's decision.

7. Rights of DHA

a. DHA may be represented by an attorney at the informal hearing.

b. DHA may introduce evidence, both oral and written.

c. DHA shall have the right to question any witness examined in the informal hearing and to make final submissions.

d. DHA shall have the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any family documents directly relevant to the hearing.

e. DHA must be allowed to copy any such document at DHA's expense.

f. If the family does not make the document available for examination on request of DHA, the family may not rely on the document at the hearing.

8. Conduct of the Informal Hearing

   a. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.

   b. If the program participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.

   c. Program participants may not re-schedule a hearing more than once.

9. The Decision

   a. Factual determinations relating to the individual circumstances of the program participant shall be based on the evidence presented at the hearing.

   b. The decision shall be in writing and based on the evidence, HUD regulations, Authority policies and rules, and any applicable law.

   c. The decision shall briefly state the reasons on which the decision is arrived.

   d. A copy of the decision shall be furnished promptly to the program participant, but in most instances no more than 14 business days from the date of the hearing.

10. Situations in which Informal Hearing Decisions are not binding on the DHA

    DHA is not bound by a hearing decision on the following matters:

    a. A matter for which DHA is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under these hearing procedures.

    b. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law or to DHA's policies and procedures.

    If DHA determines that it is not bound by a hearing decision, DHA shall promptly notify the program participant of the determination, and the reasons for the determination.

Section XI. Process for Program Reduction

DHA will adopt measures at the direction of the President and CEO to manage program operations within the guidelines of HUD's regulations and within the funding HUD makes available.

As a last resort, DHA will terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding appropriated under the consolidated Annual Contributions Contract (ACC) is insufficient to support continued assistance for families in the program. 24 CFR §982.454.

A. Determination to Terminate HAP Contract(s)

1. HAP contracts will not be cancelled until all rents to owners have been reconciled to rent reasonableness;
2. No action will be taken to cancel the HAP contracts of elderly or disabled families.
3. DHA will review the dollar value of contracts that must be terminated in order to operate the program within budgetary limits. DHA will document the determination before any contracts are cancelled on the basis of insufficient funding. The review will include but is not limited to:
   a. an analysis of the amount of rent paid by each family; and
   b. an analysis of the length of time each family has been participating (in succession) on the program with a correlation of the income of each family and the amount of rent paid.

   DHA will utilize a random lottery selection process to determine which families will be terminated from the program.

B. Order of Termination/Withdrawal

DHA will utilize the following order by priority for the termination of housing assistance and withdrawal of housing opportunities in the instance of insufficient funding.

1. Families that have been issued vouchers but have not yet located housing for which a HAP is paid.
2. Families that have been identified pursuant to the direction of the President/CEO as noted in Section XI.A.

C. Resumption of Assistance for Impacted Families

1. DHA will document the names of every family terminated from the Housing Choice Voucher program due to insufficient funding. When funding is available, DHA will offer vouchers to these families before applicants on the Housing Choice Voucher Housing Choice Voucher Waiting List, in accordance with DHA's Shortfall Procedure (500-1.3).
2. DHA will initially resume housing assistance for families with cancelled HAP contracts followed by families with vouchers withdrawn before contracts were initiated. In accordance with Notice PIH 2013-19, if DHA is not assisting the required number of special purpose vouchers when it resumes issuing vouchers, DHA will issue vouchers first to these special purpose voucher categories of families on its waiting list until the PHA is assisting its required number of special purpose vouchers.
3. Families that have been without housing assistance for six (6) months must be screened to ensure their continued eligibility.

Section XII: Special Programs, Features, and Options

A. HUD's Special Programs

DHA operates several Section 8 Housing Choice Voucher Programs under special allocations and regulations from HUD. Applicants are admitted to these programs based on the special criteria of each program. DHA

may, with HUD authorization, establish separate waiting lists or open the waiting list for these programs. When the waiting list is open for target admissions only, DHA shall only accept applications from qualified Applicants.

Applicants are admitted as a special admission when HUD allocates funding that is targeted for specific types of families. The existing programs are outlined below.

1. U.S. Department of Housing and Urban Development – Veterans Administration Supportive Housing Program (HUD-VASH) Addendum 2

   The HUD-VASH Program assists homeless veterans and their families based on selection by the local Veterans Administration (VA) Office for participation in the HUD-VASH initiative. The program targets homeless veterans who initially agree to work with the VA Office to receive supportive services to assist with becoming self-sufficient. Under the VASH program, restrictions on assistance to persons with certain drug-related and criminal history problems are waived.

2. Emergency Housing Voucher (EHV) Program- Addendum 12

   The Emergency Housing Voucher program is designed to provide rental housing assistance through the U S Department of Housing and Urban Development's (HUD) Housing Choice Voucher program. EHV assistance takes the form of rental housing assistance and services that create affordable housing for the homeless by incenting property owners / landlords to rent units to eligible EHV households and to provide other services including assistance to applicants to complete an application for housing assistance, assistance to obtaining a housing choice voucher, housing search assistance, and financial assistance to cover the cost of apartment application fees, security deposit, utility deposit, and moving costs.

   EHV's are to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

   DHA will administer the EHV program in accordance with Notice PIH 2021-15(HA), or pursuant to any waivers authorized or extended by HUD and adopted by DHA.

3. Family Unification Program (FUP) Addendum 3

   Under the Family Unification Program, Applicants are admitted based on referrals from the Child Protective Services Department of the Texas Department of Protective and Regulatory Services (CPS). Families admitted to this program are either in imminent danger of losing their child(ren) to foster care due to the lack of adequate housing, or the lack of housing is the sole reason for continued placement of the child(ren) in foster care. CPS provides supportive services to the participating families. Following admittance into the Section 8 Housing Choice Voucher Program, participants follow all Section 8 Housing Choice Voucher rules and regulations.

   The statute provides that a FUP youth must be not more than 24 years of age (not yet reached their 25th birthday) to be eligible to be placed under HAP contract.

4. Mainstream Housing for Persons with Disabilities

Mainstream tenant-based vouchers are available for families that include a non-elderly person(s) with disabilities, defined as a person with disabilities who is at least 18 years old and not yet 62 years old at the effective date of the initial HAP contract. So long as available funding permits issuance of turnover vouchers for the Mainstream Voucher Program, DHA will issue Mainstream vouchers to families that include a non-elderly person(s) with disabilities. Mainstream vouchers will be issued to eligible families in accordance with the following priorities:

a. First priority for eligible families who meet the age and disability criteria above, and who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.
b. When there are insufficient families on the wait list who meet the criteria above, DHA may consider issuing Mainstream vouchers to eligible families who meet the age and disability criteria above, but who are not transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.

When a voucher under this program becomes available for reissue (e.g., the family initially selected for the program terminates assistance or is unsuccessful in their search for a unit), DHA shall offer the voucher to the next Applicant with a Disability on DHA's Housing Choice Voucher Waiting List that is eligible to receive assistance under this program, in accordance with the priorities set forth above. The vouchers will be reissued in this manner until the time designated under the announcement through which the allocation was awarded via an Annual Contributions Contract (ACC) expires.

If there is an insufficient pool of disabled families on DHA's Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible persons to apply for this special allocation of vouchers. Outreach shall include contacting independent living centers, advocacy organizations for persons with disabilities, and social service providers for referrals of persons receiving medical and mental health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, program participants follow all Section 8 Housing Choice Voucher rules and regulations.

5. Preservation Program (Addendum 4)

Preservation vouchers are available under this program for eligible families residing in an eligible preservation project as defined by 24 CFR §248.157(c) on the date of the landlord's prepayment or voluntary termination. Families are offered tenant-based assistance under the Section 8 Housing Choice Voucher Program if, as the result of a rent increase no later than one year after the date of the landlord's prepayment or voluntary termination, the family's rent exceeds thirty percent (30%) of their adjusted income.

The following conditions are applicable under this program:

a. Landlord Opt-Outs: Landlords who choose not to renew an expiring Section 8 Housing Choice Voucher or Section 23 project-based contract;

b. Preservation Pre-Payments: Landlords who choose to pre-pay the HUD insured mortgage or voluntarily terminate the mortgage insurance.

c. HUD Enforcement Actions: HUD terminates the HAP contract or does not offer the landlord the opportunity to renew the expiring HAP contract for failure to comply with the terms of the contract.

d. HUD Property Disposition: HUD becomes the landlord of the property through foreclosure and is either selling or closing the property.

6. Tenant-Based Vouchers for Disabled Individuals with Medicaid Waivers (Addendum 5)

DHA shall provide housing opportunities in assisted living facilities for disabled individuals identified by the Social Security Administration (SSA) as being entitled to a Medicaid waiver of medical expenses. The housing assistance allows these individuals to reside in assisted living facilities rather than being moved to nursing homes or other medical facilities.

7. Fair Share Vouchers for Disabled Families

As part of its fair share allocation, DHA received vouchers for use by disabled families. When a voucher under this housing opportunity becomes available for reissue (e.g., the family initially selected for the program drops out or is unsuccessful in their search for housing), the voucher may be used only for the next eligible disabled family on the Housing Choice Voucher Waiting List. If there is an insufficient pool of disabled families on the Housing Choice Voucher Waiting List, DHA shall conduct outreach to encourage eligible disabled families to apply. Outreach may include contacting independent living centers, advocacy organization for persons with disabilities, and medical, mental health and social service providers for referrals of persons with disabilities who would benefit from Housing Choice Voucher assistance. Following admission to the Housing Choice Voucher program, all other program requirements will apply.

8. Money Follows the Person Initiative

Under this program, DHA will offer vouchers to persons with disabilities who are living in nursing or assisted living facilities simply because the housing at the facility is affordable to permit such persons to live independently in privately-owned apartments. The program is functional because such individual's medical needs can be met through provision of in-home health care.

B. DHA's Special Programs

1. Project-Based Program (Addendum 7)

DHA shall allocate up to 20% of its tenant-based Housing Choice Vouchers for special programs under HUD's project-based voucher program. DHA administers vouchers that are provided to families under specified criteria. Families that participate in the Project based Program are eligible to receive a voucher to relocate after one year only if DHA has sufficient funds to cover the cost of the voucher. Families must provide a written request to relocate.

a. Project-Based Vouchers for Persons with Special Needs: DHA will periodically advertise its intent and solicit landlords and social service providers to provide housing opportunities for families with special needs.

b. Project-Based Vouchers for the Elderly at Roseland Gardens: Program participants in the Project-Based Housing for the Elderly includes families originally displaced from the Roseland Homes development and other one and two person families with all members 55 years of age or older.

c. Project-Based Vouchers Assigned under the Walker Agreed Final Judgment: DHA shall maintain for 15 years at least 119 Project Based Housing Choice Voucher units in Predominantly-White Areas. DHA shall ensure such units are in locations that provide good quality social, recreational, educational, commercial, health care, and municipal facilities and services that are at least equivalent to the social, recreational, educational, commercial, health care, and municipal facilities and services. Each client household of these 119 Housing Choice Voucher Project Based units shall be issued a Section 8 Housing Choice Voucher, if, at any time after the initial lease term, the client household gives DHA written notice requesting the issuance of the voucher and DHA determines it has sufficient funds to cover the cost. DHA shall give each client household written notice of this right at the time of signing the initial lease.

d. Permanent Supportive Housing for Homeless and/or Formerly Incarcerated.

e Replacement of ACC.

2. Walker Settlement Vouchers (Addendum 8)

DHA shall administer up to 3,205 Walker Settlement vouchers pursuant to the Agreed Settlement Voucher Implementation Plan 2019 approved. Administration of these vouchers is described in the Settlement Voucher Implementation Plan approved November 13, 2019.

3. Community for Permanent Supported Housing (Addendum 11)

In accordance with the settlement in Addendum 11, DHA commits to make available five Mainstream vouchers per year, to households referred by CPSH, for the years identified below:

a. 12/15/2019 – 12/14/2020

b. 12/15/2020 – 12/14/2021

c. 12/15/2020 – 12/14/2022

4. Section 8 Homeownership Program (Addendum 10)

DHA shall provide homeownership opportunities for voucher holders. DHA shall allocate up to 10% of vouchers to assist eligible families in attaining homeownership. This program is covered in Addendum Number 10 of this Administrative Plan.

5. RAD for Project Based Voucher (PBV)

DHA, Housing Solutions for North Texas (DHA) intends to convert one or more of its public housing properties under the U.S. Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program, in accordance with the requirements outlined in HUD Notice PIH 2019-23 (H-2019-09), REV-4.

RAD is a voluntary HUD initiative that allows Public Housing Authorities (PHAs) to convert public housing units to long-term, project-based Section 8 rental assistance—either through the Project-Based Voucher (PBV) or Project-Based Rental

Assistance (PBRA) platforms. The primary goal of RAD is to preserve and improve public housing properties by enabling PHAs to leverage private and public funding for capital repairs and long-term sustainability.

Participation in RAD does not eliminate the rights of current residents. HUD requires that tenants be provided protections, including the right to return to the property after any temporary relocation, no rescreening upon conversion, continued affordability, and a phase-in of any rent increases, where applicable.

DHA is committed to transparent communication with residents throughout the RAD process. Resident meetings and formal notices will be provided as part of the conversion planning process. Residents will retain their right to organize and participate in resident councils during and after the conversion.

1. Tenant Rights and Protections *during* RAD conversion

In accordance with PIH 2016-17 and PIH 2019-23 REV-4:

a) **Right to Return**
In no circumstances will a resident who was living in a property prior to conversion be denied the opportunity to return after conversion solely based on the fact that the property underwent conversion under RAD. Per PIH 2016-17 Section 6.2 and PIH 2019-23 REV-4 Section 1.4, A.5.b, no resident will be permanently displaced as a result of RAD conversion. DHA guarantees all current public housing residents the right to return to the property following any rehabilitation or redevelopment activities, and may not be denied to return unless they voluntarily accept alternative permanent housing or are terminated for cause.

b) **No Rescreening Upon Return**
As required by PIH 2016-17 Section 6.3 and PIH 2019-23 REV-4 Section 1.6.C.1 and Section 1.7.B.1, families who reside in the public housing property prior to RAD conversion will not be subject to new eligibility determinations, income verifications, or criminal background screenings as a condition for returning to the property.

c) **Good Cause Requirement for Termination**
In addition to the rights provided under PBV, after conversion, residents have the right to be free from termination of tenancy without good cause. DHA must adhere to the "good cause" standard for lease termination. PBV conversions will be consistent with grounds for termination as per DHA's Administrative Plan.

d) **Advance Written Notice of Adverse Actions**
As noted in PIH 2016-17, Residents must be provided with written notice of any proposed eviction or termination of assistance, and an opportunity for a meeting consistent with program requirements. DHA shall provide tenants with at least 30 days' written notice of any proposed adverse action affecting tenancy or assistance

e) **PBV Phase-In of Rent Increases**
If a tenant's rent increases by more than the greater of 10 percent or $25 purely as a result of conversion, the increase must be phased in over three or five years as determined by the PHA.

f) **Planning for relocation**
If there is a possibility that residents will be relocated as a result of acquisition, demolition, or rehabilitation for a Converting Project, DHA will undertake a planning process in conformance with the URA statutory and regulatory requirements in order to minimize the adverse impact of relocation. DHA will also ensure that their relocation planning is conducted in compliance with applicable fair housing and civil rights requirements.

2. Grievance Procedures

Housing Choice Voucher program requirements related to continued occupancy and termination, including rules on grievances and related hearings, remain in effect until the effective date of a new PBV HAP contract. After RAD PBV conversion, residents will retain grievance rights under DHA's Grievance Policy and Administrative Plan. DHA will:

a) Notify tenants in writing of the adverse action,
b) Provide an opportunity for an informal meeting,
c) Allow written appeals with a timely written response,
d) Prohibit retaliation for filing a grievance.

1. RAD Site-Based Waiting List

In accordance with PIH 2019-23 REV-4, Section 1.6.D and Section 1.7.C, DHA will manage a site-based waiting list for RAD PBV units. DHA may combine the RAD PBV waiting list with an existing waiting list for another DHA PBV HAP contract provided that:

a) Public Notification: DHA must notify all applicants on the affected waiting lists of the merger, give them an opportunity to update their application information, and provide them the choice to remain or be removed.
b) Administrative Plan: DHA's Administrative Plan must govern the waiting list, including preferences, selection order, and eligibility screening procedures.
c) Accessibility: The list must remain open and accessible to all applicants and must comply with Fair Housing regulations (24 CFR § 1.4) and Section 504 of the Rehabilitation Act.
d) Recordkeeping: DHA will maintain documentation of the merger, outreach efforts, and applicant choices.

Reference: PIH 2019-23 (REV-4), Section 1.6.D and Section 1.7.D

2. **Transitioning Existing Waiting Lists**

PHAs may choose to transfer applicants from the existing public housing waiting list to the new PBV waiting list. Alternatively, they can merge applicants into a broader PBV program-wide or Housing Choice Voucher (HCV) waiting list. The chosen approach must be detailed in the PHA's Administrative Plan, ensuring transparency and compliance with HUD guidelines.

3. **Establishing New Waiting Lists**

If a new waiting list is established, PHAs and property owners must:

- Provide public notice through various media outlets.
- Ensure the application process is accessible to individuals with disabilities and those with limited English proficiency.
- Comply with all fair housing and civil rights laws.

 Occupancy Preferences: While PBV properties cannot have occupancy designations (e.g., exclusively for elderly or disabled), they can establish preferences for certain populations, such as elderly families, near-elderly families, or persons with disabilities. These preferences must be included in the PHA's Administrative Plan and be consistent with fair housing and civil rights requirements.

Section XIII. Definitions of Terms Used in This Administrative Plan

Affiliated individual – A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or Any other person living in the household of that individual.

Applicant – an individual or a family that has applied for admission to housing.

Area of Operation –DHA's jurisdiction for the Voucher program includes all cities located in whole or in part in Dallas County, the City of Plano and City of Red Oak, Texas, as well as Collin, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties

Assets – cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. See the definition of net family assets for assets used to compute annual income. 24 CFR §5.603

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

Bifurcate – to divide a lease as a matter of law such that certain program participants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact. See 24 CFR §5, 5.2003 Subpart L: Protection for Victims of Domestic Violence

Care attendant – a person that regularly visits the apartment of a DHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by DHA must demonstrate separate residence) and do not live in the public housing or HCV apartment. Care attendants have no rights of tenancy.

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

Congregate Housing Preference – individuals who qualify under the congregate housing preference may be an elderly person or a person with a disability that would reside in an approved congregate housing unit. The purpose of this program is to prevent premature and unnecessary institutionalization of frail elderly, non-elderly disabled, and temporarily disabled persons; provides a variety of innovative approaches for the delivery of meals and nonmedical supportive services while making use of existing service programs; fills gaps in existing service systems; and ensures availability of funding for meals and other programs necessary for independent living. The assisted unit must also meet all requirements under 24CFR §982.609 and payments must be in accordance with 24CFR §§982.607 and 982.608. DHA may approve the admission of this preference through an Approved Referral Agency or if self-certifies and qualifies under this definition.

Co-head of household – one of two persons held responsible and accountable for the family.

Covered Families for Welfare Benefits – 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 participate in an economic self-sufficiency program as a condition for such assistance.

Covered Person – for the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control. 24 CFR §5.A

Dating Violence – for purposes of interpreting the Violence Against Women Act, Violence committed by a person:

1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

Day Laborer - an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future.

Dependent - A member of the family (which excludes foster children and foster adults), other than the family head or spouse, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student 24 CFR §5.603

Development – the whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. 24 CFR §5.603

Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3% of annual income.

Disabled Family – a family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. 24 CFR §5.403

Divestiture Income – imputed income from assets, including business assets, disposed of by applicant or program participant in the last two years at less than fair market value. (See the definition of net family assets 24 CFR §5.603 in this section)

Domestic Violence – for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited 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.

Drug-Related Criminal Activity – the illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. 24 CFR §5.A

Earned Income – means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, SSI, and governmental subsidies for certain benefits) or any cash or in-kind benefits. 24 CFR § 5.100

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

Elderly Family – a family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. 24 CFR §5.403

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

Eligible Immigration Status – for a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of acceptable INS document. 24 CFR §50508

Emancipated Minor – a person under age 18 who does not live or intend to live with his/her parents, and who has been declared "emancipated" by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a DHA lease.

Extremely Low-Income Family – a family whose annual income is equal to or less than 30% of Area Median Income, as published by HUD and adjusted for family size.

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

a. The term family also includes, as defined herein: elderly family, near elderly family, disabled family, displaced person, single person (to include a person who is an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age; has left foster care, or will leave foster care within 90 days), the remaining member of a tenant family, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. 24 CFR §§ 5 and 960

b. Live-in aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights as "remaining family members".

c. Foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".

d. For purposes of continued occupancy: the term family also includes the remaining member of a program participant family with the capacity to execute a lease.

Foster Adult – A member of the household (but not the family) who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgement decree, or other order of any court of competent jurisdiction.

Foster Child – a member of the household (but not the family) who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree or other order of any court of competent jurisdiction.

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

Guest – for the purposes of program participant selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the program participant or other member of the household who has express or implied authority to so consent on behalf of the program participant. 24CFR §5.A

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

Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

Imputed Welfare Income – the amount of annual income by which a program participant's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in annual income for determining rent. 24 CFR §5.615(b)

Independent contractor – An individual who qualifies as an independent contractor instead of an employee in accordance with the IRS Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work, and not what will be done and how it will be done.

Individual with Disabilities, Section 504 definition 24 CFR§8.3 – any person who has a physical or mental impairment that:

1. substantially limits one or more major life activities;
2. has a record of such an impairment; or
3. is regarded as having such an impairment.

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability".

For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

Definitional elements:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term "physical or mental impairment" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
3. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
4. "Has a record of such an impairment" means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

5. "Is regarded as having an impairment" a physical or mental impairment that does not substantially limit one or more major life activities but that is treated as constituting such a limitation; or
6. A physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or
7. Has none of the impairments defined in this section but is treated as if having such an impairment.

   Note: A person would be covered under items 5, 6, and 7 if DHA refused to serve the person because of a perceived impairment and thus "treats" the person in accordance with this perception.
8. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/program participant from being covered.

Kinship care – an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document kinship care, which is usually accomplished through school or medical records.

Non-life-threatening – Any condition that would fail to meet the housing quality standards under 24 CFR 982.401 and do not meet the definition of life-threatening.

Live-in Aide – a person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by DHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services. 24 CFR §5.403

Lower-Income Household – a family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD adjusted for family size. 42 USC 1437a(b)

Medical Expense Deduction – for purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 10% of annual income. 24 CFR §5.603

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

Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. 24 CFR §5.504

Multifamily housing project - for purposes of Section 504, means a project containing five or more dwelling units. 24 CFR §8.3

National – a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession or birth in a foreign country to parents who are US citizens. 24 CFR §5.504

Near-elderly family – a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. 24 CFR §5.403

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

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

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

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

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

Other Person Under the Voucher Client's Control – for the purposes of program participant selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the program participant or other member of the household who has express or implied authority to so consent on behalf of the program participant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not "under the program participant's control". 24 CFR §5.A

Person with disabilities[11] 42 USC 1437a(b)(3) – a person[12] who:

1. Has a disability as defined in Section 223 of the Social Security Act 42 USC 423 ; or,
2. Has a physical or mental impairment that:
   a. Is expected to be of long continued and indefinite duration;
   b. Substantially impedes his/her ability to live independently; and,
   c. Is of such nature that such disability could be improved by more suitable housing conditions; or,
3. Has a developmental disability as defined in Section 102 (5)(b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5).

This is the definition that is used for eligibility and granting deductions for rent.

Refusal of Housing – an applicant's choice not to accept a DHA offer of housing without good cause.

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[11] NOTE: this is the program definition. The 504 definition does not supersede this definition for eligibility or admission. 24 CFR §8.4 (c) (2)

[12] A person with disabilities may be a child.

Rejection for Housing – DHA's determination not to accept an applicant either because of ineligibility or failing applicant screening.

Remaining Family Member – a remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

Qualified Individual with Disabilities, Section 504 – an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the DHA can demonstrate would result in a fundamental alteration in its nature.

Essential eligibility requirements include: …stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the DHA.

For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the DHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. 24 CFR §8.3

Seasonal Worker – an individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

Service Provider – a person or organization qualified and experienced in the provision of supportive services and in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.

Single Person – a person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a program participant family.

Spouse – the husband or wife of the head of the household.

Stalking – for purposes of interpreting the Violence Against Women Act, to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass or intimidate; or to place under surveillance with the intent to kill, injure, harass or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

Tenant Rent – the amount prescribed by DHA, payable monthly by the family as rent to landlord;

Total Tenant Payment (TTP) – calculated using the following formula:

The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Voucher Client pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. 24 CFR §5.6 See definition for Tenant Rent

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

Utilities – water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. 24 CFR §965.473

Utility Reimbursement – families paying Flat Rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

Very Low-Income Family – A very low-income family has an annual Income less than 50% of the Median Annual Income for the area, adjusted for family size, as determined by HUD.

Welfare Assistance – payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.

Work Activities – as used in the HUD definitions at 24 CFR §5.603 include:

1. Unsubsidized employment;
2. Subsidized private sector employment;
3. Subsidized public sector employment;
4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
5. On-the-job training;
6. Job search and job readiness programs;
7. Community service programs;
8. Vocational educational training (< 12 months)
9. Job skills training directly related to employment;
10. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency;
11. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence

HOTMA SECTIONS 102 AND 104 HAVE BEEN EXTENDED UNTIL JULY 1, 2025 OR UNTIL FURTHER NOTICE AS PRESCRIBED BY HUD. THE COMPLIANCE CHANGESTO BE EFFECTIVE WITH HOTMA SECTIONS 102 AND 104 ARE LISTED BELOW:

A. *Annual Income 24 CFR § 5.609(a)*

Annual income includes, with respect to the family:

- *All amounts not specifically excluded in the list of excluded income below, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and*
- *When the value of net family assets exceeds $50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD*

B. *Excluded Income 24 CFR § 5.609(b)*

Annual Income does not include the following:

- *Any imputed return on an asset when net family assets total $50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index) and no actual income from the net family assets can be determined.*
- *The following types of trust distributions:*
  - *a. For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets*
    - *i. Distributions of the principal or corpus of the trust; and*
    - *ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.*
  - *b. For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.*
- *Earned income of children under the age of 18 years.*
- *Payments received for the care of foster children or foster adults, or State or tribal kinship or guardianship care payments.*
- *Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance and worker's compensation.*
- *Amounts received by the family that are specifically for or in reimbursement of, the cost of health and medical care expenses for any family member,*
- *Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.*

- *Income of a live-in aide, foster child or foster adult.*
- *Certain financial assistance to students as provided below:*

  Excluded Student Financial assistance covers assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit

  With respect to student financial assistance the following is excluded:

  a. *Any assistance that section 479B of the Higher Education Act of 1965 requires to be excluded from a family's income,*
  b. *Plus, any of the following up to the total amount of Excluded Student Financial assistance as defined above received from:*
     1) *The Federal government.*
     2) *A State, Tribal or local government.*
     3) *A private foundation registered as a nonprofit under 502(c)(3).*
     4) *A business entity (such as a corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation or nonprofit entity; or*
     5) *An institution of higher education.*

  <u>Excluded Student financial assistance does not include</u>

  1) *Financial support provided to the student in the form of a fee for services performed (e.g., a. work study or teaching fellowship that is not excluded)*
  2) *Gifts including gifts from family or friends*
  3) *Any amount of scholarship or grant that, either by itself or in combination with assistance excluded in 9.a above, exceeds the* ***excluded Student Financial Assistance*** *defined in 9 above.*
- *Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created authorized, or funded by Federal, State, or local government.*
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Additionally, excluded are:

  a. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).

  b. Amounts received by a program participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program.

c. Amounts received under program participant for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

d. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state of local employment training program funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as 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 unless those amounts are excluded under Paragraph 9 above.

- Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- *Earned income of dependent full-time students in excess of the amount of the deduction for a dependent.*
- *Adoption assistance payments in excess of the amount of the deduction for a dependent.*
- *Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts. But the periodic payments from these sources are income.*
- *Payments related to aid and attendance under 38 USC 1521 to veterans in need of regular aid and attendance.*
- 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.
- *Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.*
- *Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).*
- *Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.*
- *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 the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)*

The following is a list of benefits excluded by other Federal Statute:

a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; 7 **USC 2017 (h)**

b. Payments to volunteers under the Domestic Volunteer Service Act of 1973**; 42 USC 5044 (g), 5088**

   Examples of programs under this Act include but are not limited to:

   — the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program.

   — National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.

   — Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).

c. Payments received under the Alaska Native Claims Settlement Act; 43 **USC.1626 (a)**

d. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes; 25 **USC. 459e**

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

f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. **L. 94-540, 90 State 2503-04**

g. The first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims **25 USC 1407-08**, or from funds held in trust for an Indian Tribe by the Secretary of Interior; and **25 USC 117b, 1407**

h. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**

   — Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.

i. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation.

j. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. **96-420,94 Stat. 1785**

k. The value of any childcare 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 **USC 9858q**

l. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.

m. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.

n. 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.

o. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

p. Kinship Guardian assistance payments and other guardianship care payments.

q. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC.

r. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990.

s. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010.

t. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case Elouise Cobell et al v Ken Salazar.

u. Rent relief payments received under the CARES Act;

v. Income earned by government contributions to, or distributions from, 'baby bond' accounts created, authorized, or funded by federal, state, or local government

w. Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113–295.), as described in Notice PIH 2019–09/H 2019–06 or subsequent or superseding notice is excluded from income and assets

x. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116–260, section 501(j)), and the American Rescue Plan Act of 2021

y. Any amounts in an ''individual development account'' as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4)).

z. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 ''Exclusion from Income of Payments under Recent Tribal Trust Settlements'' (25 U.S.C. 117b(a)); and

aa. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

- *Replacement housing "gap" payments that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another. Such payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.*

- *Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies.*

  Nonrecurring income includes:

  a. *Payments from the US. Census Bureau for employment (relating to decennial census or the American community Survey) lasting no longer than 180 days and not culminating in permanent employment.*

b. *Direct Federal or State payments intended for economic stimulus or recovery.*
c. *Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.*
d. *Amount directly received by the family as a result of Federal refundable tax credits and Federal tax received the time they are received.*
e. *Gifts for holidays, birthdays or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).*
f. *Non-monetary, in-kind donations, such as food, clothing or toiletries received from a food bank or similar organization.*
g. *Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.*

- *Civil rights settlements or judgments, including settlements of judgments for back pay.*
- *Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirements plans for self-employed individuals;* ***except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.***
- *Income earned on amounts placed in a family's Family Self Sufficiency Account.*
- *Gross income a family member receives through self-employment or operation of a business except that the following shall be considered income to a family member:*

  a. *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 IRS regs, and*

  Any withdrawal of cash or assets from the operation of a business or profession will be included in income except to the extent that the withdrawal is reimbursement of case or assets.

C. Interim Certifications:

1. *Effective as of 7/1/2025 or as defined by HUD: Under the HOTMA regulation, PHAs are not required to perform interim rent adjustments if they believe that the difference in a family's annual income (either an increase or a decrease) will amount to a difference of less than 10 percent.*
2. *In addition, PHAs may decline to do interim adjustments in the last 3 months before a family's annual or biennial reexamination. If failing to perform an interim adjustment will make it impossible for a family to pay rent, the PHA may conduct the interim adjustment in the last 3 months before the reexamination.*
3. *DHA wishes to encourage families to improve their economic circumstances, so some changes in family income between reexaminations will not result in a rent change. DHA will process interim changes in rent in accordance with the chart below:*

INCOME CHANGE	*DHA ACTION*

(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days, is subject to Imputed Welfare Income rules[13], or will decrease annual income by less than 10 percent.	*• Process interim rent reduction if income decrease will last more than 30 days, is not subject to Imputed Income rules or is more than 10 percent of annual income.* ***24 CFR § 5.609***
(b) Increase in verified family deductions	*• Process interim rent reduction if income decrease will last more than 30 days and reduces annual income by more than 10 percent.* ***24 CFR § 5.609***
(c) Increase in income following PHA granting interim rent decrease.	*• Process interim rent increase for income increases after interim rent reductions.*
(d) Increase in earned income from the employment of a current household member.	*•Defer rent increase until next regular reexam unless the family has had an interim rent reduction in the reexam period.* ***24 CFR§ 960.255***
(e) Increase in unearned income (e.g., COLA adjustment for social security).	*• Defer rent increase to the next regular reexam unless the increase is more than 10 percent of annual income.*
(f) Increase in income because a person with income (from any source) joins the household.	*Conduct an Interim Redetermination of the family's income and raise the rent.*
(g) Increase in income because Tenant misrepresented income or deductions.	*Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation.*
(h) Increase in monetary or non-monetary income after program participant claims zero income	*• Process an interim rent increase.*

4. DHA will process an interim increase in rent only if

a. *The change in income will be a decrease or increase of more than 10 percent of annual income.*
b. *the program participant has misrepresented or failed to report facts upon which rent is based, so the rent the program participant is paying is less than it should have[14]; or*
c. *the program participant's income increases after the program participant was granted an interim*

[13] Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions **(24 CFR § 5.615)**.

[14] PHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.

decrease in rent; or

d. *the program participant reported zero income and has a verified increase in income (that may be a non-monetary contribution); or*

e. *a person with income joins the household.*

Complete verification of the circumstances applicable to rent adjustments must be documented and approved by DHA. 24 CFR § 960.259(c)

5. DHA will process interim decreases in rent as follows:

a. *When a decrease in income is reported, and PHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.*

b. *The PHA will not process interim rent decreases if the reduction in the annual income is less than 10 percent of annual income.*

c. *Program participants reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed except in the three months before the family's next regular reexamination.*

6. Program participants granted a reduction in rent are required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases, or it is time for the next regularly scheduled reexamination, whichever occurs first.

7. If program participants experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:

c. Welfare department has reduced the grant because of welfare fraud; or

d. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.

8. If a program participant challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.

10. If the welfare department upholds the grant reduction, the program participant shall owe a retroactive rent on the interim rent reduction granted in "8" above.

If the welfare department overturns the grant reduction, no retroactive balance is owed.

D. Restrictions on assistance to families based on assets CFR 5.618

1. A dwelling unit in the public housing program may not be rented, and assistance under the Section 8 (tenant-based and project-based) programs may not be provided, either initially or upon reexamination of family income, to any family if:
    a. The family's net assets (as defined in § 5.603) exceed $100,000, which amount will be adjusted annually by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, effective as of 7/1/2025 or as defined by HUD.; or

b. The family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:
    i. Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;
    ii. Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
    iii. Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or
    iv. Any family that is offering such property for sale.

2. A property will be considered "suitable for occupancy" under paragraph (a)(1)(ii) of this section unless the family demonstrates that it:
    a. Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
    b. Is not sufficient for the size of the family;
    c. Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);
    d. Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
    e. Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.
3. Enforcement

a. For households that have verified net family assets that exceed $100,000, effective as of 7/1/2025 or as defined by HUD., DHA will enforce the asset limitation. When the determination is made that the net family assets exceed $100,000, DHA will initiate termination of assistance proceedings within six months of the income examination that determined the family was out of compliance. There is no requirement that the unit owner has to initiate eviction proceedings, and may allow the household to remain in place paying market rent, at the owner's discretion.

Net Family Assets – The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds and other forms of capital investment. **24 CFR § 5.603**

Excluded from the calculation of net family assets are:

The value of necessary items of personal property

The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which will be adjusted by HUD in accordance with the Consumer Price Index)

The value any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements, employer retirement plans, and retirement plans for self-employed individuals.

The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located.

Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability.

The value of any Coverdell education savings account under section 530 of the IRS code, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account under Section 629A of such Code, and the value of any “baby bond account created, authorized or funded by Federal, State or local government.

Interests in Indian trust land

Equity in a manufactured home where the family receives assistance under the Housing Choice Voucher program.

Family Self Sufficiency accounts.

Federal tax refunds or refundable tax credits for a period of 12 months after the receipt by the family.

An irrevocable trust.

Addendum #1

Dallas Housing Authority

Section 8 Programs

Family Self Sufficiency Plan

DHA
Housing Solutions for North Texas

Addendum 1

DHA FAMILY SELF-SUFFICIENCY PROGRAM ACTION PLAN

SEPTEMBER 2022

DHA FAMILY SELF-SUFFICIENCY PROGRAM

DHA HOUSING SOLUTIONS FOR NORTH TEXAS
3939 N. HAMPTON RD. DALLAS, TX 75212

DHA FSS ACTION PLAN
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CHAPTER 1: THE FAMILY SELF-SUFFICIENCY PROGRAM AND ACTION PLAN

INTRODUCTION

This chapter provides an overview of the family self-sufficiency (FSS) program and FSS action plan, including the purpose, organization, and required contents of the FSS action plan.

Part I: The Family Self-Sufficiency Program and Action Plan: This part provides an overview of the family self-sufficiency program and the purpose of the FSS action plan.

Part II: Requirements of the FSS Action Plan: This part covers action plan requirements, including development, revision, and contents of the action plan. It also contains information on family demographics, which is part of the required contents of the action plan.

PART I: THE FAMILY SELF-SUFFICIENCY PROGRAM AND ACTION PLAN 1-

I.A. OVERVIEW OF THE FAMILY SELF-SUFFICIENCY PROGRAM

The origins of the FSS program are in two pilot projects implemented in 1986 and 1990, Project Self-Sufficiency and Operation Bootstrap, respectively. These projects were set up to test self- sufficiency programs for families with housing subsidies, and both demonstrated that families needed essential services to move toward economic self-sufficiency. These services include child care, transportation, medical care, and long-term education and training.

In the wake of the successful demonstration of these projects, family self-sufficiency became one of the initiatives under the Homeownership and Housing Opportunities for People Everywhere (HOPE) program enacted in 1990, and the FSS program was subsequently created under the National Affordable Housing Act the same year.

FSS built upon and refined both Project Self-Sufficiency and the Bootstrap program. It remained a voluntary program in 1991 and 1992 but became mandatory in 1993 for any new increments of funding issued to PHAs. The 1993 regulations were further modified by the Quality Housing and Work Responsibility Act of 1998 (QHWRA). In 2018, expansive changes were made to the FSS program by the Economic Growth, Regulatory Relief, and Consumer Protection Act known as “the Economic Growth Act” or “the Act.”

The purpose of the FSS program is to coordinate housing assistance with public and private resources to enable assisted families to achieve economic self-sufficiency. The purpose and basic requirements of the FSS program are further elaborated upon in Chapter 2.

This family self-sufficiency program is administered by the DHA Housing Solutions for North Texas for the jurisdiction encompassing Collin, Dallas, Denton, Rockwall, Kaufman, Tarrant and Ellis Counties.

1-I.B. APPLICABLE REGULATIONS

Applicable regulations for Housing Choice Voucher (HCV) and public housing FSS programs include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 902: Public Housing Assessment System
- 24 CFR Part 903: Public Housing Agency Plans
- 24 CFR Part 945: Designated Housing
- 24 CFR Part 960: Public Housing Admission and Occupancy Policies
- 24 CFR Part 965: PHA-Owned or Leased Projects—General Provisions
- 24 CFR Part 966: Public Housing Lease and Grievance Procedures
- 24 CFR Part 982: HCV Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 984: HCV and Public Housing Family Self-Sufficiency Program

1-I.C. THE FAMILY SELF-SUFFICIENCY ACTION PLAN

The Family Self-Sufficiency (FSS) action plan is required by HUD. The purpose of the FSS action plan is to establish policies for conducting the family self-sufficiency program in a manner consistent with HUD requirements and local goals and objectives contained in DHA'S Agency Plan. This FSS action plan is a supporting document to DHA Agency Plan and is available for public review as required by 24 CFR Part 903.

This family self-sufficiency action plan is set forth to define DHA's local policies for operation of the program in the context of federal laws and regulations. All issues related to FSS not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable laws. The policies in this FSS action plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

DHA is responsible for complying with all changes in HUD regulations pertaining to the FSS program. If such changes conflict with this plan, HUD regulations will take precedence.

Administration of the FSS program and the functions and responsibilities of DHA staff shall comply with DHA's personnel policy and HUD's family self-sufficiency regulations, as well as all HCV and public housing regulations, in addition to federal, state, and local fair housing laws and regulations.

PART II: REQUIREMENTS OF THE FSS ACTION PLAN 1-

II.A. OVERVIEW

DHA must have a HUD-approved action plan before implementing an FSS program, regardless of whether the FSS program is a mandatory or voluntary program. Further, this action plan must comply with the requirements specified for the plan in the regulations [24 CFR 984.201(a)].

The regulatory requirements dealing specifically with the FSS action plan itself largely involve the development, revision, and required contents of the action plan. This part covers those requirements.

1-II.B. HUD APPROACH TO POLICY DEVELOPMENT

In developing policy for the FSS action plan, DHA need to be aware of the distinction HUD makes between mandatory and discretionary policies.

- *Mandatory policies* are those driven by legislation, regulations, current handbooks, notices, and legal opinions.

- *Discretionary policies* consist of those developed for areas in which DHA has regulatory discretion, or regarding optional, nonbinding guidance including guidebooks, notices that have expired, and recommendations from individual HUD staff.

HUD expects DHA to develop policies and procedures that are consistent with mandatory regulations and to make clear the optional policies DHA has adopted. DHA's FSS action plan is the foundation of those policies and procedures for the FSS program. HUD's directions require DHA to make policy choices that provide guidance to staff and consistency to program applicants and participants.

Following HUD guidance, even though it is not mandatory, provides DHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If DHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but PHAs should carefully consider those decisions.

1-II.C. FSS ACTION PLAN DEVELOPMENT AND REVISION

Development of Action Plan [24 CFR 984.201(b) and (c)]

When developing an FSS action plan, a PHA must do so in consultation with the chief executive officer of the applicable unit of general local government and the program coordinating committee (PCC).

For all voluntary or mandatory FSS programs, the PHA must submit its action plan and obtain HUD approval of the plan before it can implement the FSS program. This includes a voluntary program established because the PHA chose to implement an FSS program that exceeds the minimum size for a mandatory program (see Section 2-II.A. for a discussion of mandatory versus voluntary FSS programs).

Single Action Plan [24 CFR 984.201(f)]

PHAs implementing both a HCV FSS program and a public or Indian housing FSS program may submit one action plan. In cases where the DHA decides to submit one plan for more than one program, the policies contained in the action plan would apply to both programs.

DHA Policy

DHA is implementing HCV FSS program, which may include tenant-based HCV, HCV Homeownership, VASH, Project Based Vouchers, Walker Vouchers, and the Family Unification Program (FUP). DHA will submit one action plan, the policies in which apply to HCV Program.

Revision to the FSS Action Plan [24 CFR 984.201(c)(2)]

Following HUD's initial approval of the action plan, no further approval of the action plan is required unless DHA proposes to make policy changes to the action plan, increase the size of a voluntary program, or revise the FSS action plan as needed to comply with changes in HUD regulations. DHA must submit any changes to the action plan to HUD for approval.

DHA Policy

DHA will review and if necessary update the action plan at least once a year, and more often if needed, to reflect changes in regulations, DHA operations, or when needed to ensure staff consistency in operation.

1-II.D. CONTENTS OF THE PLAN [24CFR 984.201(d)]

HUD regulations state that there are several components that must be included in the FSS action plan. At a minimum, the action plan must cover the policies and procedures of DHA for operation of a local FSS program as follows:

- Family demographics, including a description of the number, size, characteristics, and other demographics such as racial and ethnic data, in addition to the supportive service needs ofthe families expected to participate in the program. (Chapter 1)
- Estimate of participating families, which means the number of families that can reasonably be expected to receive supportive services under the FSS program. (Chapter 2)
- Eligible families from any other local self-sufficiency program who are expected to agree to execute an FSS contract of participation. (Chapter 2)
- A statement of DHA's FSS family selection procedures, including a description of how the procedures ensure that families are selected without regard to race, color, religion, disability, sex, familial status, or national origin. (Chapter 4)
- A description of the incentives that DHA intends to offer to families to encourage participation in the FSS program (an incentives plan), including the establishment of the escrow account. (Chapter 4)
- Outreach efforts, which include a description of DHA's efforts to recruit eligible families, the actions the DHA will take to ensure that both minority and nonminority groups are informed about the FSS program, and how DHA will make this information known. (Chapter 4)
- A description of the DHA's activities and supportive services to be provided by both public and private resources to FSS families, and identification of these public and private resources. (Chapter 4)
- A description of DHA's method for identifying family support needs, including howDHA will identify the needs and deliver the services. (Chapter 4)
- A description of DHA's policies regarding program termination or withholding of services based on a family's failure to comply with the FSS contract, and available grievance procedures. (Chapter 5)
- Assurances of noninterference with rights of non-participating families which state that a family's election to not participate in the FSS program will not affect the family'sadmission to the HCV or public housing program, nor will it affect their right to occupancy in accordance with its lease. (Chapter 4)
- A timetable for implementation of the FSS program, including the schedule for filling FSS slots with eligible FSS families. (Chapter 2)
- A certification that development of the services and activities under the FSS program has been coordinated with programs under Title I of the Workforce Innovation and Opportunity

Act, other relevant employment, childcare, transportation, training, education, and financial empowerment programs in the area, and will continue to be coordinated to avoid duplication of services and activities.

Optional Additional Information [24 CFR 984.201(d)(13)].

- HUD encourages additional information in the action plan that would help to determine the soundness of DHA's proposed FSS program.

DHA Policy

DHA will submit additional optional information in this action plan that will help HUD determine the soundness of the proposed FSS program.

This information includes:

Policies related to the modification of goals in the ITSP. (Chapter 5)

Policies on the circumstances in which an extension of the contract of participation may be granted. (Chapter 5)

Policies on the interim disbursement of escrow, including any limitations on the use of the funds. (Chapter 6)

Policies regarding eligible uses of forfeited escrow funds by families in good standing. (Chapter 6)

Policies regarding the re-enrollment of previous FSS participants, including graduates and those who exited the program without graduating. (Chapter 4)

Policies on requirements for documentation for goal completion. (Chapter 4)

Policies on documentation of the household's designation of the "head of FSS family." (Chapter 4)

Policies for providing an FSS selection preference for porting families if the PHA elects to offer such a preference. (Chapter 7)

1-II.E. DEMOGRAPHICS [24 CFR 984.201(d)(1)]

As part of the required contents of the FSS action plan, family demographics of the HCV participants serve to provide a description of the number, size, characteristics, and other descriptive data (including racial and ethnic data of those participants). These data may later be used to help the housing authority and the program coordinating committee (PCC) to identify supportive service needs of the families expected to participate in the FSS program.

DHA Policy

Housing Choice Voucher	**Total Families**	**Percent of Total**
All Families	18,975	
Single	7,650	40%
Female HOH	15,806	83%
Male HOH	3,169	17%
Race		
White	1,816	10%
Black/African American	16,516	87%
American Indian/Alaska Native	50	0.2%
Asian	355	1.5%
Native Hawaiian/Other Pacific Islander	99	0.5%
Multiple Races	139	0.8%
Ethnicity		
Hispanic or Latino	1,058	6%
Not Hispanic or Latino	17,917	94%
Income		
Extremely Low-Income	15,340	15%

Very Low-Income	2,859	81%
Low-Income	711	3.7%
Not Low Income	65	0.3%
HOH Income from Wages	6119	32%
Other Member Income from Wages	758	
HOH Income from TANF	135	1%
Other Member Income from TANF	20	
HOH Income from SSI	4173	22%
Other Member Income from SSI	1750	
Number of Children		
0	7,808	
1-2	5,901	
3-4	2,986	
5 or more	683	
Total Number of Family Members		
1-2	10,844	57%
3-4	5,555	29%
5 or more	2,576	14%
Persons with Disabilities		
HOH Person w/ Disabilities (HUD)	7,871	42%
Family Members w/ Disabilities	10,560	56%

CHAPTER 2: PURPOSE, SCOPE, AND APPLICABILITY OF THE FAMILY SELF- SUFFICIENCY PROGRAM

INTRODUCTION

This chapter contains information about the FSS program's purpose, size, and measurable objectives as well as information on program operation. This includes potential participant demographics, the program timetable, the number of families to be served, and the size of the DHA's voluntary FSS program. This chapter also contains definitions of the key terms in this FSS action plan.

Part I: The Purpose and Basic Requirements of the FSS program: This part includes a description of the purpose of the FSS program on a national level—its intent, goal, and major strategies.

Part II: The Scope of the FSS program: This part contains information about housing assistance programs eligible to participate in FSS, the size of DHA's FSS program, an estimate of participating families, eligible families from other self-sufficiency programs, and eligibility for combined FSS programs.

Part III: Program Operation: This part specifies the requirements for FSS program operation, including voluntary FSS program implementation.

Part IV: The Definitions of Terms Used in the DHA's FSS program: This section contains both HUD and PHA definitions for terms used in this policy document.

PART I: PURPOSE AND BASIC REQUIREMENTS OF THE FSS PROGRAM 2-

I.A. PURPOSE

The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of HCV programs with public and private resources enabling families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency [984.101(a)(1)].

In addition to this broader national goal of the FSS program, DHA also establishes a local goal consistent with DHA's mission statement to serve as a guide for establishing policy and implementing the FSS program.

DHA Policy

DHA's local goal in operating this FSS program is to match housing-assisted families with a broad range of highly collaborative existing community services to assist FSS families in achieving economic self-sufficiency. *Economic self-sufficiency* is defined as having the sustainable skills necessary to maintain employment paying a "living wage." This wage would pay for the family's basic needs without the use of government subsidies.

2-I.B. PROGRAM OBJECTIVES [24 CFR 984.102]

In order to reach the FSS national program goal, HUD has defined its FSS program objective as to reduce the dependency of low-income families on welfare assistance and on housing subsidies. Under the FSS program, low-income families are provided opportunities for education, job training, counseling, and other forms of social service assistance while living in assisted housing so that they may obtain the education, employment, business and social skills necessary to achieve self-sufficiency. As with the goals of the program, FSS program objectives are defined on the national level through FSS regulation, and on the local level by DHA policy.

DHA Policy

On the local level, DHA will achieve the national program objective by offering low- income families a broad range of services through partnering with the program coordinating committee (PCC). These services will provide long-term education, job training, counseling, and other forms of social service assistance so that families may achieve economic self-sufficiency, as defined in Section 2-
I.A. of this document.

2-I.C. BASIC REQUIREMENTS OF THE FSS PROGRAM [24 CFR 984.104]

An FSS program established under 24 CFR Part 984 must operate in conformity with the regulations and this FSS action plan (as required in 24 CFR 984.201, provide comprehensive supportive services as defined in 24 CFR 984.103, and operate in compliance with nondiscrimination and equal opportunity requirements.

PART II: SCOPE OF THE FSS PROGRAM

2-II.A. HOUSING-ASSISTED FAMILIES ELIGIBLE TO PARTICIPATE IN FSS

The HCV programs through which families are eligible to participate in the FSS program was expanded by the 2018 Economic Growth Act to allow participants in HCV Homeownership, VASH, Project Based Vouchers, Walker Vouchers, and the Family Unification Program (FUP)

2-II.B. PHAs REQUIRED TO OPERATE AN FSS PROGRAM

Each PHA that received funding for HCV rental certificates or vouchers under the combined FY 1991/1992 FSS incentive award competition also must operate a HCV FSS program.

In addition, unless the PHA receives an exemption under 24 CFR 984.105, each PHA for which HUD reserved funding (budget authority) for additional rental certificates or vouchers in FY 1993 through October 20, 1998, must operate a HCV FSS program.

Every PHA that was required to administer an FSS program on May 24, 2018 (the enactment date of the Economic Growth, Regulatory Relief, and Consumer Protection Act) must

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continue to operate that FSS program for the total number of families determined by HUD on that date unless the PHA receives an exception as described in 24 CFR 984.105(d).

Mandatory Minimum Program Size (MMPS) [24 CFR 984.105]

PHAs that are required to operate an FSS program under 24 CFR 984.101 are subject to a minimum program size requirement.

DHA Minimum Program Size

As determined by HUD as of July 31, 2022, DHA's FSS MMPS is **988.**

Maintaining Mandatory Minimum Program Size

Although the discretion to do so ultimately rests with the PHA, mandatory minimum program size can decrease as FSS participants successfully complete the program. Per the regulation, for each family that completes the program by fulfilling its FSS contract of participation on or after May 24, 2018, the mandatory minimum program size for a PHA's FSS program is reduced by one slot. However, if an FSS slot is vacated by a family that has not completed its FSS contract of participation obligations, the slot must be filled by a replacement family which has been selected in accordance with the FSS family selection procedures [24 CFR 984.105(b)(2)].

DHA Policy

DHA will reduce the FSS mandatory minimum program size by one for each family that completes the program by fulfilling its FSS contract of participation.

Option to Operate Larger FSS Program

A PHA may choose to operate an FSS program of a larger size than the minimum required by HUD [24 CFR 984.105(a)(3)].

DHA Policy

DHA will not operate an FSS program of a larger size than its mandatory minimum program size.

Exception to Program Operation [24 CFR 984.105(c)]

The requirement to establish and carry out an FSS program may be waived with approval from HUD. In order to waive the requirement, the PHA must provide a certification to HUD that the establishment and operation of an FSS program is not feasible because of a lack of accessible supportive services funding, a lack of the availability of programs under the Workforce Innovation and Opportunity Act, a lack of funding for reasonable administrative costs, a lack of cooperation by other units of state or local government, or a lack of interest in participating in the FSS program on the part of eligible families.

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An exception will not be granted if HUD determines that local circumstances do not preclude the PHA from effectively operating an FSS program that is smaller than the minimum program size.

Reduction in Program Size

Rather than a full exception to program operation, a PHA may also be permitted to operate an FSS program that is smaller than the minimum program size. As with the full exception, HUD may grant the PHA such a partial exception if the PHA provides to HUD a certification that the operation of an FSS program of the minimum program size is not feasible because of a decrease in or lack of accessible supportive services [24 CFR 984.105(d)].

Expiration of Exception

The approval for a full or partial exception to the FSS minimum program size requirement expires five years from the date of HUD approval of the exception. If a PHA seeks to continue an exception after its expiration, the PHA must submit a new request and a new certification to HUD for consideration [24 CFR 984.105(e)].

2-II.C. COOPERATIVE AGREEMENTS [24 CFR 984.106]

A PHA may enter into a Cooperative Agreement with one or more multifamily-assisted housing owners to voluntarily make the PHA's FSS program available to the owner's housing tenants.

The Cooperative Agreement must include all the requirements for such agreements found in 24 CFR 984.106 and 24 CFR 887.107.

DHA Policy

DHA will not enter into a Cooperative Agreement with the multifamily assisted housing owner(s) to voluntarily make its FSS program available to those owner's housing residents.

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2-II.D. ESTIMATE OF PARTICIPATING FAMILIES [24 CFR 984.201(d)(2)]

The PHA must state the number of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program based on available and anticipated federal, tribal, state, local, and private resources.

DHA Policy

DHA estimates that approximately 988 eligible FSS families can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated federal, tribal, state, local, and private resources. This is calculated based on the table below. This is our best estimate at this time, and it includes the mandate for the HCV program and counts graduates from HCV program.

As of 5/24/2018 Number of Participants Mandated in HCV	FSS Graduates	Remaining Mandatory Slots
1041	53	988

2-II.E. ELIGIBLE FAMILIES FROM OTHER SELF-SUFFICIENCY PROGRAMS [24 CFR 984.201(d)(3)]

If applicable, DHA must enter the number of families, by program type, who are participating in any other local housing self-sufficiency program who are expected to agree to execute an FSS contract of participation.

DHA Policy

DHA does not operate other self-sufficiency programs and therefore no additional families from other programs are expected to execute an FSS contract of participation.

2-II.F. ELIGIBILITY OF A COMBINED PROGRAM [24 CFR 984.201(e)]

A PHA that wishes to operate a joint FSS program with other PHAs or owners of multifamily assisted housing may combine its resources with one or more of these entities to deliver supportive services under a joint action plan that will provide for the establishment and operation of a combined FSS program that meets the requirements of this part.

DHA Policy

DHA will not combine its resources with any other PHA to deliver support services, have a joint action plan, or establish or operate a combined FSS Program.

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PART III: PROGRAM OPERATION 2-

III.A. OVERVIEW

Federal regulations specify requirements for FSS program operation regarding deadlines for program start-up and when DHA is expected to have attained full enrollment. A timetable illustrating when DHA intends to meet these deadlines is included as part of the required contents of the action plan.

2-III.B. PROGRAM IMPLEMENTATION DEADLINE

The deadlines for program implementation differ depending on whether the FSS program is voluntary or mandatory.

Voluntary Program [24 CFR 984.301(a)]

There is no deadline for implementation of a voluntary program. However, a voluntary program may not be implemented before the requirements specified in 24 CFR 984.201 have been satisfied (see Sections 1-II.A.–1-II.D.).

2-III.C. TIMETABLE FOR PROGRAM IMPLEMENTATION [24 CFR 984.201(d)(13)]

A timetable for implementation of the FSS program is part of the required contents of the FSS action plan.

DHA Policy

For mandatory FSS programs, DHA has the obligation to continue to fill their mandatory FSS slots effective July 31, 2022, as determined by the HUD field office.

DHA has implemented its FSS program for many years and will continue to implement it per this FSS Action Plan.

PART IV: DEFINITIONS

2-IV.A. DEFINITIONS [24 CFR 984.103]

The terms *1937 Act, fair market rent, HUD, low-income family, public housing, public housing agency (PHA),* s*ecretary,* and *HCV,* as used in this document are defined in the 24 CFR Part 5.

The term *very low-income family* is defined in 24 CFR 813.102 and 24 CFR 913.102. The

terms used in this document have the following definitions as defined by 24 CFR 984.103 and this family self-sufficiency action plan.

Baseline annual earned income means the FSS family's total annual earned income from wages and business income (if any) as of the effective date of the FSS contract. When calculating baseline annual earned income, all applicable exclusions of income must be

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applied, *except for* any disregarded earned income or other adjustments associated with self-sufficiency incentives that may apply to the determination of annual income.

Baseline monthly rent means 1) the FSS family's total tenant payment (TTP), as of the effective date of the FSS contract, for families paying an income-based rent as of the effective date of the FSS contract; or 2) the amount of the flat or ceiling rent (which includes the applicable utility allowance), and including any hardship discounts, as of the effective date of the FSS contract.

For families paying a flat or ceiling rent this is as of the effective date of the FSS contract.

Benefits means a government benefit of money or monetary value given to an individual by a federal, state, or local government agency for purposes of financial assistance, including but not limited to, Medicaid, supplemental nutritional assistance program benefits and Social Security, Temporary Assistance for Needy Families, and unemployment compensation benefits.

Benefits cliff means the sudden and often unexpected decrease in public benefits that can occur with a small increase in earnings. When income increases, families sometimes lose some or all economic supports.

Certain interim goals mean the family has met all its obligations under the CoP to date, including completion of the ITSP interim goals and tasks to date.

Certification means a written assertion based on supporting evidence, provided by the FSS family or the PHA or owner, which must be maintained by the PHA or owner in the case of the family's certification, or by HUD in the case of the PHA's or owner's certification. These must be made available for inspection by HUD, the PHA or owner, and the public, when appropriate. In addition, these will be considered accurate unless the Secretary or the PHA or owner, as applicable, determines otherwise after inspecting the evidence and providing due notice and opportunity for comment.

Chief executive officer (CEO) means the CEO of a unit of general local government who is the elected official or the legally designated official having primary responsibility for the conduct of that entity's governmental affairs.

Contract of participation (CoP) means a contract in a form approved by HUD, entered into between a participating FSS family and a PHA operating an FSS program that sets forth the terms and conditions governing participation in the FSS program. The contract of participation includes all individual training and services plans entered in between the PHA and all members of the family who will participate in the FSS program, and which plans are attached to the contract of participation as exhibits. For additional detail, see 24 CFR 984.303.

Current annual earned income means the FSS family's total annual earned income from wages and business income (if any) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract. When calculating current annual earned income, all applicable exclusions of income will apply, including any disregarded earned

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income and other adjustments associated with self-sufficiency incentives or other alternative rent structures that may be applicable to the determination of annual income.

Current monthly rent means either the FSS family's TTP as of the most recent reexamination of income, which occurs after the effective date of the FSS contract, for families paying an income based rent as of the most recent reexamination of income; or the amount of the flat rent, including applicable utility allowance or ceiling rent. This amount must include any hardship discounts, as of the most recent reexamination of income, which occurs after the effective date of the FSS contract, for families paying a flat rent or ceiling rent as of the most recent reexamination of income.

Earned income means income or earnings included in annual income from wages, tips, salaries, other employee compensation, and self-employment. Earned income does not include any pension or annuity, transfer payments, any cash or in-kind benefits, or funds deposited in or accrued interest on the FSS escrow account established by a PHA on behalf of a participating family.

Effective date of contract of participation means the first day of the month following the month in which the FSS family and the PHA entered into the contract of participation.

Eligible families for the FSS program means current participants in HCV, residents of public housing, or residents in multifamily-assisted housing if a Cooperative Agreement exists.

Enhance the effectiveness of the FSS program means a demonstrable improvement in the quality of an FSS program in which the enrollment ratio, escrow balance average, and graduation rate is at or above the national average as measured in HUD's Composite Scores in FR Notice 11/15/18.

Enrollment means the date that the FSS family entered the contract of participation with the PHA.

Family self-sufficiency program or *FSS program* means the program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by section 23 of the 1937 Act.

FSS escrow account means the FSS escrow account authorized by section 23 of the 1937 Act.

FSS escrow credit means the amount credited by the PHA to the participating family's FSS account.

FSS family means a family that receives HCV assistance or resides in public housing (section 9), that elects to participate in the FSS program, and whose designated adult member (head of FSS family) has signed the CoP.

FSS family in good standing means an FSS family that is in compliance with their FSS CoP, has either satisfied or are current on any debts owed the PHA or owner, and is in compliance

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with the regulations in 24 CFR Part 5 regarding participation in the relevant rental assistance program.

FSS-related service program means any program, publicly or privately sponsored, that offers the kinds of supportive services described in the definition of *supportive services*.

FSS slots refer to the total number of public housing units or the total number of rental vouchers that comprise the minimum size of a PHA's respective HCV and public housing FSS program.

FSS Program Coordinator means the person(s) who runs the FSS program. This may include (but is not limited to) performing outreach, recruitment, and retention of FSS participants; goal setting and case management/coaching of FSS participants; collaborating with the community and service partners; and tracking program performance.

FY means DHA fiscal year (starting with January 1, and ending December 31, and designated by the calendar year in which it ends).

Head of FSS family means the designated adult family member of the FSS family who has signed the CoP. The head of FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent.

Individual Training and Services Plan (ITSP) means a written plan that is prepared by the PHA in consultation with a participating FSS family member (the person with for and whom the ITSP is being developed), and which describes the final and interim goals for the participating FSS family member, the supportive services to be provided to the participating FSS family member, the activities to be completed by that family member, and the agreed upon completion dates for the goals, and activities. Each ITSP must be signed by the PHA or owner and the participating FSS family member and is attached to and incorporated as part of the CoP. An ITSP must be prepared for each adult family member who elects to participate in the FSS program, including the head of FSS family who has signed the CoP.

Knowledgeable professional means a person who is knowledgeable about the situation, has training, education, certification, or licensure provided by recognized professional associations and institutions that legitimizes their professional opinion, is competent to render a professional opinion, and is not able to gain, monetarily or otherwise, from the DHA FSS program decision in the area to which they are certifying.

Multifamily-assisted housing, also known as project-based rental assistance (PBRA), means rental housing assisted by a HCV Housing Payments Program, pursuant to 24 CFR Parts 880, 881, 883, 884, and 886.

Other costs related to achieving obligations in the contract of participation means any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP.

Participating family is defined as *FSS family* in this section.

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Program coordinating committee (PCC) means the committee described in 24 CFR 984.202.

Public housing means housing assisted under the 1937 Act, excluding housing assisted under HCV of the 1937 Act.

HCV means assistance provided under HCV of the 1937 Act (42 U.S.C. 1437f). Specifically, multifamily-assisted housing, as defined in this section; tenant-based and projectbased rental assistance under HCV(o) of the 1937 Act; the HCV homeownership option under HCV(y) of the 1937 Act; Family Unification Program (FUP) assistance under HCV(x) of the 1937 Act; and the HCV Moderate Rehabilitation (Mod Rehab) for low-income families and Moderate Rehabilitation Single Room Occupancy (Mod Rehab SRO) for homeless individuals under 24 CFR part 882.

Self-sufficiency means that an FSS family is no longer receiving HCV, public housing assistance, or any federal, state, or local rent or homeownership subsidies or welfare assistance.

Achievement of self-sufficiency, although an FSS program objective, is not a condition for receipt of the FSS account funds.

Supports means, but is not limited to, transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator.

Supportive services mean those appropriate services that a PHA will coordinate on behalf of an FSS family under a CoP. These may include child care of a type that provides sufficient hours of operation and serves an appropriate range of ages; transportation necessary to enable a participating family to receive available services or to commute to their places of employment; remedial education; education for completion of secondary or post-secondary schooling; job training, preparation, and counseling; job development and placement; follow-up assistance after job placement and completion of the contract of participation; substance/alcohol abuse treatment and counseling; training in homemaking and parenting skills; and personal welfare services that include substance/alcohol abuse treatment and counseling, and health, dental, mental health and health insurance services; household management; money management; counseling regarding homeownership or opportunities available for affordable rental and homeownership in the private housing market (including information on an individual's rights under the Fair Housing Act) and financial empowerment that may include financial literacy, coaching, asset building, money management; and any other services and resources, including case management and reasonable accommodations for individuals with disabilities, that the PHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency.

Unit size or *size of unit* refers to the number of bedrooms in a dwelling unit.

Very low-income family is defined as set out in 24 CFR 813.102

Welfare assistance means (for purposes of the FSS program only) income assistance from federal or state welfare programs and includes only cash maintenance payments designed to

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meet a family's ongoing basic needs. Welfare assistance does not include nonrecurrent, short- term benefits that are designed to deal with a specific crisis situation or episode of need, or are not intended to meet recurrent or ongoing needs and will not extend beyond four months; work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training); supportive services such as child care and transportation provided to families who are employed; refundable earned income tax credits; contributions to, and distributions from, individual development accounts under TANF; services such as counseling, case management, peer support, child care information and referral, transitional services, job retention, job advancement and other employment-related services that do not provide basic income support; transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Social Security Act, to an individual who is not otherwise receiving assistance; amounts solely directed to meeting housing expenses; amounts for health care; food stamps and emergency rental and utilities assistance; and SSI, SSDI, or social security.

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CHAPTER 3: PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices as they are relevant to the activities covered in this plan. The policies and practices are discussed in two parts:

Part I: Staffing, Fees and Costs, and On-Site Facilities: This part describes identifying appropriate staff and contractors to operate the FSS program and provide the necessary direct services to FSS families. In addition, it describes how administrative fees, costs, and supportive services will be funded, and defines the use of on-site facilities.

Part II: The Program Coordinating Committee: This part covers the establishment of a program coordinating committee (PCC), which is a regulatory requirement in all FSS programs other than multifamily housing assistance. It describes required and recommended PCC membership, in addition to the option for an alternative committee.

PART I: STAFFING, FEES AND COSTS, AND ON-SITE FACILITIES 3-I.A.

OVERVIEW

Several functions of program administration are crucial to running an FSS program. DHA may need to employ a program coordinator or decide to contract with another organization to administer the program. In addition to staffing issues, PHAs should understand how program funding and expenses work to keep the program running smoothly.

3-I.B. PROGRAM ADMINISTRATION STAFF AND CONTRACTORS [24 CFR 984.301(b)]

PHAs have the choice between hiring their own staff and contracting with an outside organization to administer their FSS program. If DHA should choose to employ its own staff, the staffing levels should be appropriate, and may include one or more FSS coordinators. If DHA chooses to contract with an outside organization, the organization's staffing levels must likewise be appropriate to establish and administer the FSS program, and whether the organization's responsibilities would include managing the FSS account in accordance with federal regulations.

DHA Policy

DHA will employ appropriate staff, including one or more FSS coordinators or program coordinators to administer its FSS program.

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3-I.C. FSS PROGRAM COORDINATOR RESPONSIBILTIES

Primary Role of the FSS Program Coordinator

The FSS Program Coordinator is responsible for building partnerships with service providers in the community, working with the Program Coordinating Committee (PCC) and local service providers to ensure that FSS program participants are linked to the supportive services they need to achieve self-sufficiency, preparing an Individual Training and Services Plan (ITSP) for the head of the FSS family and each adult member of the FSS family who elects to participate in the FSS program, making certain that the services included in the participants' CoP are provided on a regular, ongoing, and satisfactory basis, ensuring FSS participants are fulfilling their responsibilities under the CoPs, monitoring progress of participants, and establishing and properly maintaining FSS escrow accounts for eligible families. FSS coordinators may also provide outreach, recruitment, goal setting, case management and coaching for FSS participants, and tracking of FSS program performance.

FSS Program Coordinators funded under the FSS Coordinator Notice of Funding Opportunity (NOFO) may not perform the routine public housing or HCV program functions of housing eligibility, leasing, rent calculation, and portability that are funded through HCV administrative fees or public housing operating funds unless doing so would enhance the effectiveness of the program. If conducting these functions would enhance the effectiveness of the FSS program, the PHA must seek prior approval from HUD of those enhancements to the FSS program and certify that doing so will neither interfere with the FSS Coordinator's ability to fulfill their primary role nor be used to balance or fill in for gaps in traditional staffing.

Performance of routine HCV or public housing functions for non-FSS families does not enhance the effectiveness of the FSS program and is therefore an ineligible use of FSS funds [2021 FSS NOFO, p. 36].

DHA Policy

DHA will not require the FSS Program Coordinator to perform the routine program functions of housing eligibility, leasing, rent calculation, and portability that are funded through HCV administrative fees.

3-I.D. ADMINISTRATIVE FEES AND COSTS

The Consolidated Appropriations Act of 2014 combined funding streams for the HCV and public housing FSS programs. FSS funding is now awarded through one NOFO. Use of this funding is no longer restricted to the applicable program and funding now may be used to serve HCV FSS participants. Funding for FSS Coordinators salary, benefits, and training as well as limited administrative costs is awarded through a Grant Agreement and disbursed through HUD's Line of Credit Control System (LOCCS), rather than as an amendment to the DHA's Annual Contributions Contract (ACC). These funds are separate from other available funds that may be used.

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HCV FSS Program

In the HCV programs, administrative fees are paid to PHAs for HUD-approved costs associated with the operation of an FSS program. These administrative fees are established by Congress and subject to appropriations [24 CFR 984.302(b)].

In addition, administrative fees for HUD-approved costs not specifically related to the operation of the FSS program may be used to cover these costs associated with the administration of FSS [see Notice PIH 93-24 E-7 and E-8].

See 24 CFR 982.152 and PIH 2022-18 for details on the eligible use of administrative fees.

3-I.E. SUPPORTIVE SERVICES FEES AND COSTS HCV FSS

Supportive Services

The PHA may seek additional funds from HUD through submitting grant applications or seek grants from other sources when available.

In addition to other grant sources, the FSS forfeited escrow account can fund FSS supportive services. See Section 6-I.E.for eligible supportive services costs.

3-I.F. USE OF FORFEITED ESCROW ACCOUNTS FUNDS

In addition to other grant sources, the FSS forfeited escrow account funds must be used for the benefit of FSS participants, which includes supports and other costs for FSS participants in good standing. HUD does not provide an exhaustive list of these supports. However, the supports include, but are not limited to, transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the contract of participation as well as training for FSS Program Coordinators provided such forfeited funds are available.

DHA Policy

DHA will use forfeited escrow accounts for support and other costs for FSS participants in good standing when funds requested are needed to complete an interim goal or task in the ITSP and are not ongoing expenses is needed to complete an interim goal, a final goal, or a task related to such goals in the ITSP.

DHA will define *supports and other costs related to achieving obligations in the CoP* as any costs necessary to complete an interim goal, a final goal, or tasks related to such in the ITSP as defined in 24 CFR 984.305(f)(2)(i)(A) as transportation, childcare, training, testing fees, employment preparation costs, other costs related to achieving obligations outlined in the CoP, and training for FSS Program Coordinator(s).

DHA will define *necessary to complete* as meaning that no other resources are available in the community either because such a resource is non-existent or that

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resources are utilized above capacity and agencies cannot, for an in determined period, provide such a resource.

DHA will provide funds from the forfeited escrow account to FSS participants in good standing so long as the funds requested are needed to complete an interim goal or task within the CoP and are not ongoing expenses.

DHA will prioritize requests for funds from forfeited escrow accounts initially on a first come first served basis based on the date and time of the request. After that order is established, while still preserving the first come first served basis, DHA will apply the following priorities:

Priority 1: Funds to meet a goal in the ITSP that is necessary to ensure the safety and wellbeing of victims of domestic violence, dating violence, sexual assault, and stalking as defined in DHA's HCV Administrative Plan regarding VAWA.

Priority 2: Funds to meet a goal in the ITSP that is necessary to stabilize health, safety, and welfare of the FSS participant or family that if left unattended would jeopardize education, training, or employment.

Priority 3: Funds to meet a goal in the ITSP that is necessary to further education, training, and employment goals in the ITSP including childcare, transportation, and medical costs if the lack of any of these prevents completion of the education, training, and employment.

Priority 4: Funds to meet a goal in the ITSP that is necessary to further any other goal or tasks.

3-I.G. ON-SITE FACILITIES

Each PHA may, subject to the approval of HUD, make available and utilize common areas or unoccupied dwelling units in public housing projects to provide supportive services under an FSS program. This includes using such areas for participants in a HCV FSS program.

DHA Policy

DHA will make office space at 3939 N. Hampton Dallas, TX 75212 available to provide supportive services under the HCV FSS program, along with other DHA owned non-dwelling space as needed and available.

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PART II: PROGRAM COORDINATING COMMITTEE 3-II.A.

OVERVIEW

As another integral part of FSS program administration, each participating PHA must establish a program coordinating committee (PCC) whose functions will be to assist the PHA in securing commitments of public and private resources for the operation of the FSS program within the PHA's jurisdiction, including assistance in developing the action plan and in implementing the program [24 CFR 984.202(a)].

The PCC must consist of specific members, which are dependent upon whether the PHA is operating HCV, public housing, or multifamily assisted housing FSS programs. In addition to these required members, the PCC may also include additional members recommended by regulation.

3-II.B. PROGRAM COORDINATING COMMITTEE MEMBERSHIP

Required PCC Membership [24 CFR 984.202(b)(1)]

The PCC required members consist of representatives of the PHA, including at least one FSS Program Coordinator, and one or more participants from each HUD rental assistance program (HCV or Project-based) served by the PHA's FSS program.

DHA Policy

DHA's representatives to the program coordinating committee will be FSS Program Supervisor or Director and at least one FSS Program Coordinator and one or more participants from each of the housing programs in which there is an FSS program: HCV and Project-Based, as applicable.

Assistance in Identifying Potential PCC Members [24 CFR 984.202(b)(1)]

The PHA may seek assistance from area-wide, city-wide, or development-based resident councils, the resident management corporation, or the Resident Advisory Board, in identifying potential PCC members.

DHA Policy

DHA will seek assistance in identifying potential members of the PCC from area- wide, city-wide, and development-based resident councils, the resident management corporation, or the Resident Advisory Board.

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Recommended PCC Membership [24 CFR 984.202(b)(2)]

Membership on the PCC also may include representatives of the unit of general local government served by the PHA, local agencies (if any) responsible for carrying out employment training programs or programs funded under the Workforce Innovation and Investment Act, and other organizations, such as other state, local, or tribal welfare and employment agencies, public and private education or training institutions, child care providers, nonprofit service providers, private business, and any other public and private service providers with resources to assist the FSS program.

DHA Policy

DHA's FSS program coordinating committee membership may include leadership from the following organizations:
Texas Workforce Commission
3to1 Foundation WINGS Dallas
Dallas County Home Loan Counseling Center Child
Care Group (CCMS) DART
Dallas County Community College
Consumer Credit Counseling Service of Greater Dallas, Inc. Dallas
Independent School District
Enterprise Foundation

3-II.C. ALTERNATIVE PCC COMMITTEE [24 CFR 984.202(c)]

It is also possible for the PHA, in consultation with the chief executive officer of the unit of general local government served by the PHA, to use an existing entity as the PCC, if the membership of the existing entity consists or will consist of the individuals required by regulation (See section 3-II.B. above).

DHA Policy

DHA will not utilize an existing entity as its program coordinating committee. This policy does not prevent DHA from utilizing some or all of its required PCC membership to satisfy grant requirements on committee stewardship.

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CHAPTER 4: SELECTING AND SERVING FSS FAMILIES

INTRODUCTION

FSS regulations require that DHA include in its action plan a statement indicating how it will select families for participation in the FSS program. This includes outreach, waiting list management, and other selection procedures. When followed, DHA's selection procedures ensure that families will be selected without regard to race, color, religion, sex, handicap, familial status, or national origin.

Once selected for participation in the FSS program, families are to be provided various activities and supportive services so that they may obtain the education, employment, business, and social skills necessary to achieve self-sufficiency. A description of such activities and supportive services is also a requirement of the FSS action plan.

This chapter contains three parts:

Part I: Incentives, Outreach, and Assurance of Noninterference: This part describes the incentives DHA will offer and the outreach efforts DHA will use to encourage participation and recruit eligible families for the FSS program and contains the required assurance of noninterference with the rights of nonparticipating families.

Part II: Family Selection: This part covers whether DHA will use preferences for family selection and which preferences DHA will employ if they choose to do so. In addition, this part describes the selection factors DHA will use in screening families for participation in the FSS program.

Part III: Activities and Support Services: This part lists the activities and supportive services to be provided to families through both public and private resources, describes the method DHA will use to identify family support needs, and covers the required certification of coordination.

PART I: INCENTIVES, OUTREACH, AND ASSURANCE OF NONINTERFERENCE 4-I.A.

OVERVIEW

The FSS program offers incentives such as the FSS escrow account, case management, coaching, and other supportive services that not only encourage participation, but also help families achieve self-sufficiency. In addition to encouraging program participation through such incentives, DHA also conduct outreach to recruit FSS participants from among eligible families. As part of this process, families need to know that their choice as to whether to participate in the FSS program will not affect their admission to the HCV programs, nor will it affect their right to occupancy. This part describes DHA's policies regarding these issues, all of which are required aspects of the FSS action plan.

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4-I.B. INCENTIVES FOR PARTICIPATION [24 984.201(d)(5)]

By regulation, the FSS action plan must include DHA's incentives plan—a description of the incentives that DHA intends to offer eligible families to encourage their participation in the FSS program. The incentives plan provides for the establishment of the FSS escrow account and any other incentives designed by DHA.

DHA Policy

DHA will offer the following services, as needed to complete obligations in the contract, to its FSS participants as incentives to participate in FSS.

Incentive	Provided By	Description
FSS escrow account	DHA	An interest-bearing escrow account where the difference from baseline rent and rent increase due to income increases is deposited and accrues on a monthly basis.
Case management/Coaching	FSS Coordinators	An enhanced support system and holistic case management which includes ongoing individual assessment, service plan development, follow-up/monitoring of ITSP progress and career exploration or coaching.
Information and referrals to services	FSS Coordinators	Enhanced access to educational, training, and employment opportunities. Access to free or reduced cost services and access to multiple financial literacy, credit building, home buying, car buying, and other important life skill workshops.
Educational workshops	Agency Partners	Collaborative services and/or referrals to approved partner agencies for services similar to those listed above.

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Preparation for homeownership programs	FSS Coordinators	Collaborative services and/or referrals to help clients meet DHA requirements to be considered for Homeownership Voucher.

4-I.C. OUTREACH EFFORTS [24 CFR 984.201(d)(6)(i)(ii)]

In addition to offering incentives for FSS participation, DHA also conduct outreach to recruit more FSS participants from eligible families. The FSS action plan must include a description of these efforts to recruit FSS participants, including notification and outreach, the actions DHA will take to assure that both minority and nonminority groups are informed about the FSS program, and how DHA will make this information known.

DHA Policy

DHA will notify eligible families about the FSS program using the following outreach locations, activities, methods, and languages, where appropriate. These points of contact and methods have been selected to ensure that both minority and nonminority groups are informed about the FSS program.

Location/Activity	**Staff/Partner**	**Method**	**Language**
Briefings/Orientations	DHA Staff Specialist	Flyer Presentation	English Spanish As Needed
Interims/Recertifications	DHA Staff Specialist	Flyer Posters Presentation Referral Form	English Spanish As Needed
Transfers/Portability	DHA Staff Specialist	Flyer Posters Presentation Referral Form	English Spanish As Needed
Lobby	DHA Staff Receptionist	Flyer Posters Referral Form Video	English Spanish As Needed

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Waiting Room	DHA Staff	Flyer Posters Video	English Spanish As Needed
Inspections	DHA Staff Inspector	Flyer	English Spanish As Needed
DHA Website Social Media	DHA Staff	Video Presentation	English Spanish As Needed

4-I.D. ASSURANCE OF NONINTERFERENCE WITH THE RIGHTS OF NONPARTICIPATING FAMILIES [24 CFR 984.201(d)(10)]

A family's housing assistance or admission into assisted housing should never depend on whether they choose to participate in the FSS program, and DHA need to make this known as part of the recruitment process. For this reason, DHA's action plan must include an assurance that a family's decision to not participate in DHA program will not affect the family's admission to the HCV or public housing programs, nor will it affect the family's right to occupancy in accordance with the lease.

DHA Policy

Participation in the FSS program is strictly voluntary. HCV participants will be notified in all literature and media presentations related to the FSS program that should they decide not to participate in the FSS program, it will not affect their HCV or public housing. This material will also specify that the family will retain the right to occupancy according to their lease and family obligations contract.

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PAR II: FAMILY SELECTION 4-II.A.

OVERIVEW

The FSS action plan is required to contain a statement indicating the procedures for selecting families for FSS program participation, including a description of how DHA will do so without regard to race, color, religion, sex (including actual or perceived gender identity), familial status, or national origin. This part describes these procedures, considering whether DHA will use preferences for family selection and which preferences DHA will employ if they choose to do so, in addition to defining the factors DHA will use in screening families for program participation.

4-II.B. FSS SELECTION PREFERENCES

As part of the process for selecting families for participation in the FSS program, DHA may choose whether to employ the use of preferences. If DHA so chooses, it has the option of giving a selection preference for up to 50 percent of its FSS program slots to eligible families who have one or more family members currently enrolled in an FSS-related service program. Such a preference may be further limited to participants in and applicants for one or more specific eligible FSS-related service programs.

Should DHA choose to adopt such a preference, it would need to include the following information in its action plan:

- The percentage of FSS slots, not to exceed 50 percent of the total number of FSS slots for each of its FSS programs, for which it will give a selection preference
- The FSS related service programs to which it will give a selection preference to the programs' participants and applicants
- The method of outreach to and selection of families with one or more members participating in the identified programs [24 CFR 984.203(a)]

DHA may wish to adopt additional selection preferences as well [Notice PIH 93-24].

DHA Policy

DHA has not adopted a selection preference.

DHA may use either of the following to select among applicants on the FSS waiting list with the same preference status [24 CFR 984.203(b)]:

- Date and time of application to the FSS program; or
- A drawing or other random choice technique.

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DHA Policy

DHA chooses not to exercise a selection preference.

4-II.C. SELECTION FACTORS

Many factors contribute to whether DHA may choose to select a family for participation in the FSS program. These selection factors can help DHA screen families for admission, and ultimately contribute to DHA's decision to either allow or deny a family's admission into the FSS program.

Motivation Selection Factors [24 CFR 984.203(d)(1)]

DHA may screen families for interest and motivation to participate in the FSS program provided that the factors utilized by DHA are those which solely measure the family's interest and motivation to participate in the FSS program. For this reason, DHA must only apply motivational screening factors that are permissible under the regulations.

Permissible Motivation Selection Factors

Permitted motivational factors include requiring attendance at FSS orientation sessions or preselection interviews or assigning certain tasks indicating the family's willingness to undertake the obligations that may be imposed by the FSS contract of participation. However, any tasks assigned should be readily accomplishable by the family based on the family members' educational level, abilities, or disabilities, if any. Reasonable accommodations must be made for individuals whose disability (mobility, manual, sensory, speech impairments, mental, or developmental disabilities) creates a barrier to accomplishing the tasks [24 CFR 984.203(d)(2)].

DHA Policy

DHA will screen families for interest and motivation to participate in the FSS program by assigning a meeting or workshop which is the same type of meeting or workshop for each family. DHA will only use the fact that the family attended as a screening factor, even if tasks or exercises are not completed in the meeting. In addition, if the family needs either childcare or transportation to be able to attend, or requests an accommodation for a disability, DHA will either refer the family to available services or exempt the family from this screening factor.

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Prohibited Motivation Selection Factors

Prohibited motivational screening factors include the family's educational level, educational or standardized motivational test results, previous job history or job performance, credit rating, marital status, number of children, or other factors, such as sensory or manual skills, and any factors which may result in discriminatory practices or treatment toward individuals with disabilities or minority or nonminority groups [24 CFR 984.203(d)(3)].

Other Selection Factors

In addition to motivational screening, DHA may also wish to screen families for the following additional factors.

PHA Debt Selection Factor

DHA may deny FSS participation to a family if the family owes the PHA, or another PHA, money in connection with HCV or public housing assistance [Notice PIH 93-24, B-18].

DHA Policy

DHA will deny FSS participation to a family if the family owes DHA, or another PHA, money in connection with HCV or public housing assistance. Families that owe money to DHA who have entered into a repayment agreement and are current on that repayment agreement will not be denied FSS participation.

Unavailable Support Services Selection Factor

If DHA determines, after consulting with the family, that a missing service is essential to the family's needs, DHA may skip that family (and other similar families) and offer the FSS slot to the next family for which there are available services [Notice PIH 93-24, B-8].

DHA Policy

If a reasonable attempt at securing services has been made, and essential services are still unavailable or missing, DHA may skip that family and offer the FSS slot to the next family for which services are available.

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Previous Participation Selection Factor

DHA may refuse to select a family for participation in the FSS program a second time if that family previously participated unsuccessfully (i.e., the family participated, did not meet its FSS obligations, and was terminated from the FSS program) [Notice PIH 93-24, B-14].

DHA Policy

DHA will not refuse to select a family for participation in the FSS program a second time if that family previously participated and did not complete.

DHA will not enroll a family for participation in the FSS program a second time if that family previously participated, completed the COP, and received a final distribution of their escrow account if their employment skills or wages are below the level needed to achieve economic self-sufficiency (a wage that pays for basic needs without the use of subsidies).

4-II.D. SELECTION OF HEAD OF HOUSEHOLD

Each eligible family that is selected to participate in an FSS program must enter a contract of participation with DHA. There will be no more than one contract at any time for each family. There may be an ITSP for as many members of the family who wish to participate. The contract shall be signed by a representative of DHA and the head of FSS family, as designated by the family. This head of FSS family does not have to be the same as the official head of household for rental assistance purposes [24 CFR 984.303(a)].

DHA Policy

DHA will meet with the family and detail the obligations, rights, and privileges that pertain to the FSS head of household and require each adult family member to certify their agreement as to their designated head of the FSS family. These certifications will be a permanent part of the FSS family's record and will be updated with each change of head of household.

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PART III: ACTIVITIES AND SUPPORT SERVICES 4-

III.A. OVERVIEW

Once families are admitted to the FSS program, DHA becomes responsible for making sure these families are adequately served. The purpose of the family self-sufficiency (FSS) program is to promote the development of local strategies to coordinate the use of HCV programs with public and private resources, to enable families eligible to receive assistance under these programs to achieve economic independence and self-sufficiency. As such, upon selection, families are matched with the appropriate activities and supportive services so that they may obtain the education, employment, and business and social skills necessary to achieve self- sufficiency. This is a vital element of the FSS program. DHA must make a good faith effort to replace the obtained services from another agency.

4-III.B. METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS [24 CFR 984.201(d)(8)]

Before DHA can determine the services and activities it will provide to FSS families, it must identify the services and activities appropriate to each family. The action plan must contain a description of how the program will identify the needs of FSS families and deliver the services and activities according to these needs.

DHA Policy

Supportive service needs are identified by completion of a needs assessment with the FSS coordinator or case manager before completion of the initial Individual Training and Services Plan (ITSP), which occurs prior to signing the contract of participation (COP).

After enrollment in the FSS Program, needs assessment results may also be used to modify the ITSP and supportive services, if requested by the family and in accordance with HUD regulations and DHA policy.

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4-III.C. FSS ACTIVITIES AND SUPPORT SERVICES DESCRIPTION [24 CFR 984.201(d)(7)]

As part of the required contents of the action plan, DHA must both describe the activities and supportive services to be provided by public and private resources to FSS families and identify the public and private resources that are expected to provide the supportive services.

Of course, this task assumes that the DHA has first identified the needed activities and supportive services.

DHA Policy

DHA's FSS program, through its partners on the program coordinating committee, will provide the following activities and support services to FSS families:

Support Service General	Support Service Specific	Source/Partner
Assessment	Vocational Assessment Educational Assessment Vocational Planning Educational Planning Disability Assessment Disability Vocational Assessment/Planning Disability Educational Assessment/Planning Drug/Alcohol Assessment Drug/Alcohol Planning	Adult Basic Education Career Center Community College Community Based Organizations Career Center Community College Vocational Rehabilitation Health Department Career Center Community-based Organizations
Education	High School English as a Second Language GED Post-secondary College	High School Adult Basic Education Community College University

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Training	Skills Training Emerging Technologies Training Biomedical Training On-the-Job Training Functional Context Training	Adult Basic Education Community College University Community-based Organizations Workforce Innovation/American Job Centers
Support Service General	**Support Service Specific**	**Source/Partner**
Job Search Assistance	Resume Preparation Interviewing Skills Dress for Success Workplace Skills Job Development Job Placement	Adult Basic Education Community College University Community-based Organizations Workforce Innovation/American Job Centers
Transportation	Bus Train/Trolley	Metropolitan Transit
Health Care	Alcohol and Drug Prevention Alcohol and Drug Treatment	HMO Health Department Community Clinic General Hospital
Child Care	Infant Care Toddler Care Preschool Care Afterschool Care Homework Assistance	Child Care Resource Parks and Recreation
Financial Literacy	Financial Education Financial Coaching Debt Resolution Credit Repair	Adult Basic Education Community College University Community-based Organizations

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Legal Services	Representation Document Review Counsel or Advice	ACLU Legal Aid
Child/Adult Protective Services	Needs Assessment Case Planning Information Referral Crisis Management	Senior Services Adult Services In-home Support Services Adult Abuse Hotline Child Abuse Hotline Foster Care Adoption Services
Crisis Services	Crisis Assessment Crisis Intervention Crisis Management Crisis Resolution	Crisis Team Senior Crisis Team Poison Center Domestic Violence Shelter
Support Service General	**Support Service Specific**	**Source/Partner**
Mentoring	Mentoring Match	Adult Basic Education Community College Workforce Investment Act Youth Programs Community-based Organizations
Micro and Small Business Development	Training Planning Technical Assistance Mentoring	Microbusiness Assistance Program Small Business Administration Business Incubator
Homeownership	Training Planning Debt Resolution	Public Housing Authority Housing Counseling Organization Community-based Organizations

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Individual Development Accounts	Match Savings Accounts Distribution of IDA Funds	Public Housing Authority TANF Office of Community Services in DHHS Office of Refugee Resettlement Beginner Farmers and Ranchers Community-based Organizations

4-III.D. CERTIFICATION OF COORDINATION [24 CFR 984.201(D)(12)]

The FSS action plan is required to contain a certification that the development of the activities and services under the FSS program has been coordinated with the JOBS program (now Welfare to Work under TANF), the programs under title I of the Workforce Innovation and Opportunity Act, and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of the FSS program's activities and services must continue to be coordinated as such to avoid duplication of activities and services.

DHA Policy

DHA certifies that its FSS program has developed its services and activities in coordination with programs under Title I of the Workforce Innovation and Opportunity Act, Workforce Investment Board and American Job Centers (also known as Workforce Centers or One Stop Career Centers), and any other relevant employment, child care, transportation, training, and education programs in the applicable area. The implementation of these activities and services will continue to be coordinated in this manner to avoid duplication of activities and services.

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CHAPTER 5: CONTRACT OF PARTICIPATION INTRODUCTION

Each family that is selected to participate in an FSS program must enter into a contract of participation with DHA. This contract, which is signed by the head of the FSS family, sets forth the principal terms and conditions governing participation in the FSS program, including the rights and responsibilities of the FSS family and of DHA, the services to be provided to the head of the FSS family and each adult member of the family who elects to participate in the program, and the activities to be completed by them. The contract also incorporates the individual training and services plan [24 CFR 984.303].

This chapter contains two parts:

Part I: Overview and Family Obligations: This part provides an overview of the form and content of the contract of participation and describes what the contract requires of FSS families.

Part II: Contract Specifications: This part explains the specifications of the contract, including terms and conditions, contract modification, contract terminations, and grievance procedures.

PART I: OVERVIEW AND FAMILY OBLIGATIONS 5-I.A.

OVERVIEW

The purpose of the FSS contract of participation is to set forth the principal terms and conditions governing participation in the FSS program, including the incorporation of the individual training and services plan (ITSP) as part of the contract's required contents. The ITSP is meant to establish goals the FSS family will meet along the family's way to completing the contract and becoming self-sufficient. In addition to the goals specified in the ITSP, the contract also lists the responsibilities of the family and DHA. This part covers the ITSP as part of the required contents of the contract of participation, and the family's obligations under the contract.

5-I.B. CONTENTS OF THE CONTRACT OF PARTICIPATION

Individual Training and Services Plan

There will only ever be one FSS contract of participation (CoP) at any time for each FSS family. As part of the required contents of the FSS contract of participation (CoP), the individual training and services plan (ITSP) establishes specific interim and final goals by which DHA and the family measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient. Interim and final goals will differ depending on the family's individual needs. Regulations require the establishment of a final goal that includes both employment for the head of the FSS family and independence from welfare assistance for all family members regardless of age.

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Interim Goals [24 CFR 984.303(b)(2)]

DHA must work with each participant to establish realistic and individualized goals and may not include additional mandatory goals or mandatory modifications of the two mandatory goals.

Individual Training and Service Plans for Other than FSS Head [24 CFR 984.103]

An individual training and services plan is required for the head of the FSS family and all adults choosing to participate. ITSPs must be prepared for each adult family member participating.

ITSPs are prepared by DHA, in consultation with the participating family member [Notice PIH 93-24, G-16.

5-I.C. FAMILY OBLIGATIONS Compliance with Lease Terms [24 CFR 984.303(b)(3)]

One of the obligations of the FSS family according to the contract of participation is to comply with the terms and conditions of the HCV or public housing lease.

Inability to comply with the lease represents an inability to comply with the contract, therefore regulations regarding noncompliance with the FSS contract apply [see 24 CFR 984.303(b)(5)]. It is up to DHA to determine the plan of action for FSS families found in noncompliance with the lease and how DHA will precisely define the term *comply with the lease.* All considerations allowed for other assisted residents regarding violations of the lease, must also be allowed for FSS participants.

DHA Policy

DHA will define *comply with the lease* to mean the FSS family has not been evicted for repeated or serious violations of the lease as defined in the HCV Administrative Plan; or if they have been evicted for repeated and serious violations of the lease, the family has pursued their right to grieve, and the family has prevailed in either the grievance hearing or the informal hearing process.

DHA's FSS program will terminate the FSS contract of participation for failure to comply with the terms of the lease.

Employment Obligation [24 CFR 984.303 (b)(4)]

Another obligation set forth by the contract of participation is for the head of the FSS family to

seek and maintain suitable employment during the term of the contract and any extension. Although other members of the FSS family may seek and maintain suitable employment during the term of the contract, it is only a requirement for the head of the FSS family.

The obligation for the head of the FSS family to *seek employment* is defined in the regulatory language as meaning that the head of the FSS family has searched for jobs, applied for

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employment, attended job interviews, and has otherwise followed through on employment opportunities. However, this definition still leaves room for policy decisions on the part of DHA because it does not define the level of activity involved in "seeking."

There is no regulatory definition of *maintain suitable employment.* For this reason, it is up to DHA to define the term. However, there can be no minimum period of time that the head of the FSS family must work.

With the agreement of the FSS family member, DHA makes a determination of what it means to maintain suitable employment based on the skills, education, and job training of the FSS head of household, receipt of other benefits of the family member, and the available job opportunities within the jurisdiction served by DHA. This means that DHA must consult with the family member and agreement must be reached as to what *maintain suitable employment* is for that family member [24 CFR 984.303 (b)(4), Notice PIH 93-24, G-3].

DHA Policy

For purposes of DHA's FSS program, *seek employment* means the FSS head of household has applied for employment, attended job interviews, and otherwise followed through on employment opportunities as outlined in the individual training and services plan of their contract of participation.

Maintain suitable employment is employment, on the last day of the contract, that is outlined in the individual training and service plan and is based on the skills, education, job training, and receipt of other benefits of the head of the FSS family. DHA will require verification of this employment or enrollment.

5-I.D. CONSEQUENCES OF NONCOMPLIANCE WITH THE CONTRACT

Consequences apply for families who do not meet the terms and conditions of the contract. The regulations require that the contract of participation specify that if the FSS family fails to comply, without good cause, with the terms and conditions of the contract (including compliance with the HCV), DHA may:

- Withhold supportive services
- Terminate the family's participation in the FSS program

DHA is not permitted to terminate a family's housing assistance due to the family's failure to meet its obligations under the contract of participation [24 CFR 984.101(d)].

DHA Policy

The contract of participation (CoP) will be terminated before the expiration of the contract term if the participant fails to meet, without "good cause," their obligations as outlined in the CoP. If the participant fails to meet its obligations outlined in the CoP, the FSS coordinator, or their designee, will first meet with the family to reassess the need for supportive services or a change in the individual training and

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services plan (ITSP).

If a reassessment of supportive services and a change in the ITSP is not successful in bringing the family in to compliance, the FSS coordinator will reassess the need for, and availability of, supportive services and refer the participant to a knowledgeable professional for a formal assessment of the challenges leading to the noncompliance.

The FSS Coordinator will use this formal assessment to identify and refer to resources that remove the challenge so the participant is able to meet their obligations outlined in the CoP.

Finally, if neither of these alternatives is successful, the FSS coordinator will terminate the CoP for failure to complete the tasks, interim goals, or final goals of the ITSP in a timely manner, and thus failure to complete the obligations outlined in the CoP.

The FSS coordinator will make an exception to the actions in terminating the CoP if the participant can, with the assistance of the FSS Coordinator, demonstrate "good cause" for the failure to meet its obligations as outlined in the CoP.

For purposes of DHA FSS program, *good cause* includes circumstances beyond the control of the FSS family:

Family circumstances Death in the family Serious

illness Medical emergency

Mandatory court appearances Involuntary loss of employment

Loss of head of household through death, incarceration, or removal from lease

Change in the ITSP improving progress toward economic self- sufficiency

Community circumstances

Significant reduction in workforce (over 20 percent reduction in employment field)

Significant interruption in service delivery (over 3 months interruption)

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Provider noncompliance with regulation Provider unable or unwilling to

provide service Provider offering inferior service

Active pursuit of a current or additional self-sufficiency goal Resolution of a barrier to

employment

Completion of a college degree or technical training Completion of a work-related

certification

Credit repair towards homeownership readiness

PART II: CONTRACT SPECIFICATIONS 5-II.A.

OVERIVEW

In addition to making clear the family's obligations under the program, the contract of participation contains specific terms and conditions, including those governing contract modifications, terminations, and grievance procedures. This part describes those specifications and associated policy.

5-II.B. CONTRACT TERM [24 CFR 984.303(c)]

The contract term is five years from the first recertification after effective date of contract of participation. This means that the family can have more than five years from the effective date of the contract of participation (CoP) to fulfill their obligations as specified in the contract. This five year term requirement will be specified in the CoP.

Contract Extension [24 CFR 984.303(d)]

While the term set forth in the contract of participation is for five years, contract extensions are available. According to regulation, PHAs must for "good cause" extend the term of the contract for a period not to exceed two years for any FSS family that requests an extension of the contract in writing. The family's written (documented by the FSS Coordinator) request for an extension must include a description of the need for the extension. *Good cause* means circumstances beyond the control of the FSS family, as determined by DHA, such as a serious illness or involuntary loss of employment (further defined by DHA policy in Section 5- I.D.). Extension of the contract of participation will entitle the FSS family to continue to have amounts credited to the family's FSS account.

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5-II.C. MODIFICATION OF THE CONTRACT

The contract of participation (CoP) may be modified, as long as DHA and the FSS family mutually agree to modify it. This includes modifications in writing with respect to the individual training and services plans (ITSPs), the contract term (See Section 5-II.B. above), and designation of the head of the family [24 CFR 984.303(f)]. The conditions under which DHA will modify the contract are set forth in the policy below.

DHA Policy

In the DHA's FSS program, the CoP will be modified by mutual agreement between DHA and the FSS head of household, no later than 3 months prior to the COP expiration date.

When modifications to the ITSP improve the participant's ability to complete their obligations in the CoP or progress toward economic self- sufficiency.

When the actual end date of the CoP is determined by the effective date of the FSS family's first reexamination changes the end date of the CoP.

When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, , designate another family member to be the FSS head of household and receive escrow funds.

When an FSS family moves to the jurisdiction of a receiving PHA that does not have an FSS program and the family may not continue participation in the FSS program, and modification of the FSS contract will allow the family to complete the contract and receive an escrow disbursement or terminate the contract with escrow disbursement.

5-II.D. COMPLETION OF THE CONTRACT

By regulation, the contract of participation is considered to be completed when the head of household is employed and the FSS family has fulfilled all of its obligations under the contract of participation, including all family members' ITSPs, on or before the expiration of the contract term, including any extension thereof.

Policies on verifying completion of the contract of participation can be found in Section 6-I.C. of this action plan.

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5-II.E. TRANSITIONAL SUPPORTIVE SERVICE ASSISTANCE

Even after a family has completed the contract of participation, DHA may continue to offer appropriate FSS supportive services to a former completed FSS family. If the family still resides in HCV, these supportive services would be offered for becoming self- sufficient. If the family no longer resides in HCV, these supportive services would be offered for becoming self-sufficient or remaining self-sufficient. Transitional services for families who no longer reside in HCV, may only be offered using sources that are not HUD funds or HUD restricted funds [24 CFR 984.303(j)].

DHA Policy

DHA will continue to offer supportive services to a former FSS family who has completed its contract of participation.

5-II.F. TERMINATION OF THE CONTRACT

Termination of the Contract with Escrow Distribution [24 CFR 984.303(k)]

The contract of participation will be terminated with escrow distribution before the expiration of the contract term, during any extension of the contract, or at end of the term of the contract if all obligations under such have not been met, when:

- Services that DHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable, as described in Section 5-II.H. of this Action Plan. This type of termination is also referred to as "nullification" in the FSS regulations at 24 CFR 984.

- The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless DHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family; or

- An FSS family in good standing moves outside the jurisdiction of DHA (in accordance with portability requirements at 24 CFR 982.353) for good cause and continuation of the CoP after the move or completion of the CoP prior to the move is not possible. DHA must be consistent in their determinations of whether a family has good cause for a termination with FSS escrow disbursement.

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Termination of the Contract without Escrow Distribution [24 CFR 984.303(h)]

The contract of participation may be terminated before the expiration of the contract term and any extension of the contract by the following:

- Mutual consent of the parties
- Failure of the FSS family to meet its obligations under the contract of participation without good cause, including in a HCV FSS program the failure to comply with the contract requirements because the family has moved outside the jurisdiction of DHA
- The family's withdrawal from the FSS program
- Such other act as is deemed inconsistent with the purpose of the FSS program
- Operation of law

DHA Policy

The CoP will be terminated before the expiration of the contract term, and any extension thereof, for any of the following reasons

Mutual consent of the parties.

Family's withdrawal from the FSS program.

Failure of the FSS family to meet its obligations under the contract of participation without good cause. *Good cause* for the purposes of the FSS program is also defined in Section 5-I.D. of this Action Plan.

Such other act as is deemed inconsistent with the purpose of the FSS program. Operation of law.

The head of the FSS family becomes permanently disabled and other family members will not participate in FSS as the head of the FSS family.

In a HCV FSS program, failure to comply with the contract requirements because the family has moved outside the jurisdiction of DHA under portability without continued FSS participation.

If the FSS family faces termination due to failing to meet, without good cause, its obligations under the CoP, DHA will follow the relevant policy specified in Section 5-I.D. of this action plan.

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Note: If the family is unable to meet the requirements of the contract of participation because essential services are not available, the contract tis *nullified,* not terminated.

In addition, the` contract of participation is automatically terminated if the family's HCV assistance is terminated in accordance with HUD requirements [24 CFR 984.303(h)].

5-II.G. OPTION TO WITHHOLD SUPPORTIVE SERVICE [24 CFR 984.303(b)(5)(i)]

As touched upon in Section 5-I.D. of this action plan, DHA has the option to withhold supportive services or the FSS family's participation in the FSS program if DHA determines that the FSS family has failed to comply without good cause with the requirements of the contract of participation.

DHA is not permitted to terminate HCV assistance to a family due to the family's failure to meet its obligations under the contract of participation [24 CFR 984.101(d)].

5-II.H. DHA OBLIGATION TO MAKE GOOD FAITH EFFORT TO REPLACE UNAVAILABLE SUPPORT SERVICES [24 CFR 984.303(e)]

DHA must make an extensive good faith effort to replace services that community agencies either cannot or will not provide. If all of the steps below are exhausted without the provision of an integral service, the contract of participation can be ended ahead of time as a result.
This, however, should only occur as a last resort. DHA good faith effort must be demonstrated by taking the following steps:

- If a social service agency fails to deliver the supportive services pledged under an FSS family member's individual training and services plan (ITSP), DHA must make a good faith effort to obtain these services from another agency.
- If DHA is unable to obtain the services from another agency, DHA must reassess the family member's needs and determine whether other available services would achieve the same purpose.
- If other available services would not achieve the same purpose, DHA shall determine whether the unavailable services are integral to the FSS family's advancement or progress toward self-sufficiency.
- If the unavailable services are not integral to the FSS family's advancement toward self-sufficiency, DHA must revise the ITSP, delete these services, and modify the contract of participation to remove any obligation on the part of the FSS family to accept the unavailable services.
- If the unavailable services *are* determined to be integral to the FSS family's advancement toward self-sufficiency (which may be the case if the affected family member is the head of the FSS family), DHA shall terminate the contract of participation and follow the requirements in Section 5-II.F. of this Action Plan.

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Termination of the contract of participation based on unavailability of supportive services shall never be grounds for termination of HCV or public housing assistance.

5-II.I. GRIEVANCE PROCEDURES

When adverse action is taken by DHA against a family, DHA is required to provide a grievance hearing in the public housing program, or an informal hearing in the HCV program [24 CFR 966 subpart B, 24 CFR 982.554].

According to regulatory requirements, the FSS action plan must contain the grievance and hearing procedures available for FSS families against whom DHA has taken adverse action with regards to FSS [24 CFR 984.201(d)(9)].

DHA Policy

The grievance and informal hearing procedures for the FSS program will be the same as the grievance and hearing procedures adopted for the HCV programs in DHA's administrative plan, respectively (See pages 87-90)

Adverse actions taken within the FSS program include: Denial of

admission into the FSS program Denial of request for supportive

services Denial of request to change the ITSP

Denial of request to change the head of household

Denial of request for interim disbursement of the escrow account Denial of request to

complete the CoP

Denial of a request for extension to the FSS CoP

Denial of request for final distribution of escrow account Withholding of support

services

Termination of the FSS CoP

Denial of request for termination with escrow Denial of transitional

services

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CHAPTER 6: ESCROW ACCOUNT

INTRODUCTION

The establishment of an escrow account is offered as a support and financial incentive to families for participation in the FSS program. Generally, under this incentive, the amount of an increase in family rent resulting from an increase in earned income is escrowed. That is, usually a family's rent or share of the rent goes up when the family experiences an increase in earned income. In the FSS program, this is still the case, and the part of the rent representing the increase is deposited into an account as an escrow credit. The funds from this escrow account then become available to FSS families upon successful completion of their contracts of participation and may become available earlier at the housing authority's option.

This chapter explains how the FSS escrow account works, including calculating the amount of the escrow credit, disbursing the funds, and the proper way for the DHA to manage and report on the account.

This chapter contains two parts:

Part I: The Escrow Account: This part provides an overview of how the escrow account works, including calculating the escrow credit and disbursing the funds upon completion of the contract of participation.

Part II: Escrow Fund Accounting and Reporting: This part describes the requirements for managing the escrow account, including both accounting and reporting requirements.

PART I: THE ESCROW ACCOUNT 6-I.A.

OVERVIEW

As an integral incentive to the FSS program, it is especially important to have clear-cut policy spelling out how the escrow account works. This includes policy regarding the calculation of the FSS credit amount, the disbursement of FSS account funds, the use of account funds for homeownership, and forfeiture of the FSS escrow account.

6-I.B. CALCULATING THE FSS CREDIT AMOUNT

Determination of Baseline Annual Earned Income and Baseline Monthly Rent

When determining the family's baseline annual earned income and the baseline monthly rent amounts for purposes of computing the FSS escrow credit, DHA must use the amounts on the family's most recent income reexamination in effect.

For purposes of determining the FSS credit, baseline monthly rent for families paying an income- based rent is the family's Total Tenant Payment (TTP) as of the most recent reexamination of income, which occurs after the effective date of the FSS contract.

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Determination of the Escrow Credit

To calculate the FSS credit, DHA must accurately determine the family's baseline earned income and baseline monthly rent and compare those figures with the family's current earned income and current monthly rent. The FSS credit is the lesser of 30 percent of one-twelfth or

2.5 percent of the amount by which the family's current annual earned income exceeds the family's baseline annual earned income; or the increase in the family's monthly rent. The increase in the family's monthly rent is the lower of either the amount by which the family's current monthly rent exceeds the family's baseline monthly rent, or for HCV families, the difference between the baseline monthly rent and the current gross rent (*i.e.*, rent to owner plus any utility allowance) or the payment standard, whichever is lower [24 CFR 984.305(b)(2)].

Determination of Escrow Credit for Families Who Are Not Low Income

FSS families who are not low-income families are not entitled to any FSS credit [24 CFR 984.305(b)(2)].

Increases in FSS Family Income [24 CFR 984.304]

As described in the FSS credit calculations above, any increases in family earned income resulting in increases in family rent are deposited in the escrow account. For this reason, and because of the nature of the FSS account, any increase in the earned income of an FSS family during its participation in an FSS program may not be considered as income or an asset for purposes of eligibility of the FSS family for other benefits, or amount of benefits payable to the FSS family, under any other program administered by HUD.

Cessation of FSS Credit [24 CFR 984.305(b)(4)]

DHA will not make any additional credits to the FSS family's FSS account when the family has completed the contract of participation, when the contract of participation is terminated, when the family is not low-income, or during the time a HCV family is in the process of moving to a new unit.

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6-I.C. DISBURSEMENT OF FSS ACCOUNT FUNDS

Disbursement Before Completion of Contract

DHA may at its sole option disburse FSS account funds before completion of the contract if the family needs a portion of the funds for purposes consistent with the contract of participation and DHA determines that the FSS family has fulfilled certain interim goals established in the contract of participation. These interim disbursements could include using the funds to assist the family in meeting expenses related to completion of higher education (e.g., college, graduate school) or job training, or to meet start-up expenses involved in creation of a small business [24 984.305(c)(2)(ii)].

DHA Policy

DHA will not disburse a portion of the FSS escrow account funds before completion of the CoP.

Disbursement at Completion of Contract [24 CFR 984.305(c)(1) and 24 984.305(c)(2)(i)]

When the contract has been completed, at or before the expiration date, according to regulation, the amount in the FSS account in excess of any amount the FSS family owes to DHA will be paid to the head of the FSS family. To receive the disbursement, the head of the FSS family must submit a certification (as defined in 24 CFR 984.103) to DHA at the time of contract completion that, to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance.

Disbursement at Contract Termination [24 CFR 984.305(c)(3)]

DHA must disburse to the family its FSS escrow account funds in excess of any amount owed to DHA when the contract has been terminated in certain circumstances. These circumstances include services are not available to the family that DHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency, when the head of the FSS family becomes permanently disabled and unable to work during the period of the contract (unless DHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family), or when an FSS family moves outside the jurisdiction of DHA and continuation of the CoP after the move is not possible according to the regulations. In circumstances where a family is not able to continue in FSS after the move, it is also possible for DHA and the family to determine if the contract can be modified to make completion and receipt of the escrow monies, possible. DHA must be consistent in their determinations of whether a family has good cause for a termination with FSS escrow disbursement.

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Verification of Family Certification at Disbursement

DHA must verify that the family has met the requirements of either interim and final, or termination of contract with escrow. Disbursement at contract termination only occurs if the family circumstances involve an integral missing service, the disability of the FSS head of household, or an FSS family porting out of the jurisdiction of DHA and HUD regulations do not allow continuation of the FSS contract. In each of these circumstances, it follows that DHA may require verification for the completion of interim goals or the contract of participation.

At final disbursement of the FSS account funds to the family, DHA must verify that the FSS family is no longer a recipient of welfare assistance by requesting copies of any documents which may indicate whether the family is receiving any welfare assistance, and by contacting welfare agencies [24 CFR 984.305(c)(4)].

HUD provides verification guidance in Notice PIH 2018-18. This guidance is mandatory for the HCV and public housing programs. DHA's Administrative Plan or ACOP must contain verification policies following the hierarchy in this notice. The policies contained in DHA's ACOP and Administrative Plan cover verification policies related to the FSS program in general. However, determining the need for interim disbursements may require more clarification as to what constitutes an acceptable third-party source.

DHA Policy

DHA will require verification that the FSS family has completed certain interim goals, has completed the contract of participation, has met the requirements for termination with disbursement of escrow and that the FSS family is no longer a recipient of welfare assistance, as relevant, before making interim and final disbursements.

DHA will follow HUD's verification hierarchy set forth in Notice PIH 2018-18 to make these verifications, including the guidance therein regarding documentation. However, DHA will use a *knowledgeable professional* as a third-party source to verify the need for interim disbursements.

Succession to FSS Account [24 CFR 984.305(d)]

FSS account funds should be disbursed to the head of the FSS family. However, if the head of the FSS family no longer resides with the other family members in HCV, the remaining members of the FSS family, after consultation with DHA, have the right to designate another family member to receive the funds.

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6-I.D. USE OF FSS ACCOUNT FUNDS FOR HOMEOWNERSHIP

According to regulation, a HCV or public housing FSS family may use their final distribution of FSS account funds for the purchase of a home, including the purchase of a home under one of HUD's homeownership programs, or other federal, state, or local homeownership programs, unless the use is prohibited by the statute or regulations governing the particular homeownership program [24 CFR 984.305(e)].

Homeownership is just one option for use of the FSS account funds. DHA may not restrict the use of escrow funds at contract completion [Notice PIH 93-24, C-13].

6-I.E. USE OF FORFEITURE OF FSS ACCOUNT FUNDS

Amounts in the FSS account will be forfeited when the contract of participation is terminated without escrow disbursement, or when the contract of participation is completed by the family (see Section 5-II.D. of this action plan) but the FSS family is receiving welfare assistance at the time of expiration of the term of the contract of participation, including any contract extension [24 CFR 984.305(f)(1)].

Use of forfeited escrow accounts is described in detail in Section 3-I.F. of this FSS Action Plan.

Treatment of Forfeited FSS Account Funds

FSS escrow account funds forfeited by the FSS family must be used by DHA for the benefit of the FSS participants. These funds may only be used for support for FSS participants in good standing. These supports include transportation, childcare, training, testing fees, employment preparation costs, and other costs related to achieving obligations outlined in the CoP; or training for FSS Program Coordinator(s). Forfeited FSS escrow accounts may not be used for salary and fringe benefits of FSS Program Coordinators, general administrative costs of the FSS program, for housing assistance payments (HAP) expenses or public housing operating funds.

PART II: ESCROW FUND ACCOUNTING AND REPORTING 6-

II.A. OVERVIEW

Regulations set forth specific requirements involving the accounting and reporting for the FSS escrow account. This part describes those requirements and DHA policy necessary for managing the account from DHA perspective.

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6-II.B. ACCOUNTING FOR FSS ACCOUNT FUNDS

When establishing FSS escrow accounts, DHA must deposit the FSS account funds of all families participating in DHA's FSS program into a single depository account for each (HCV) program. These funds are determined at each reexamination after the effective date of the contract and must be deposited each month to each family's subsidiary line item in the DHA escrow account. In addition, the funds held in this account must be invested in one or more of the HUD-approved investments [24 CFR 984.305].

Crediting the Escrow Account [24 CFR 984.305(a)(2)(i)]

The total of the combined FSS account funds will be supported in DHA accounting records by a subsidiary ledger showing the balance applicable to each FSS family. During the term of the contract of participation, DHA must credit the amount of the FSS credit (see Section 6-I.B.) to each family's FSS account every month.

Proration of Investment Income [24 CFR 984.305(a)(2)(ii)]

Because the FSS account funds are to be invested, the investment income for those funds in the FSS account will also need to be credited to each family's account subsidiary line item. By regulation, these funds are to be prorated and credited to each family's FSS account based on the balance in each family's FSS account at the end of the period for which the investment income is credited.

DHA Policy

Annually full amount of the investment income for funds in the HCV FSS account will be prorated and credited to each family's subsidiary line item.

Reduction of Amounts Due by FSS Family [24 CFR 984.305(a)(2)(iii)]

If the FSS family has not paid the family contribution towards rent, or other amounts, if any, due under the public housing or HCV lease, the balance in the family's FSS account shall be reduced by that amount (as reported by the owner to DHA in the HCV FSS program) at the time of final disbursement of FSS escrow funds. If the FSS family has underreported income after the baseline annual income is set, the amount credited to the FSS account will be based on the income amounts originally reported by the FSS family.

If the FSS family is found to have under-reported income in the reexamination used to set the baseline, the escrow for the entire period of the CoP will be recalculated using the correct income to set the baseline and then calculate subsequent escrow amounts.

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6-II.C. REPORTING ON THE FSS ACCOUNT

DHA must make a report, at least once annually, to each FSS family on the status of the family's FSS account.

At a minimum, the report must include [24 CFR 984.305(a)(3)]:

- The balance at the beginning of the reporting period
- The amount of the family's escrow payment that was credited to the FSS account, during the reporting period
- Any deductions made from the account for amounts due DHA before interest is distributed
- The amount of interest earned on the account during the year
- The total in the account at the end of the reporting period

DHA Policy

DHA will provide FSS participants an annual statement on the status of their FSS escrow account.

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CHATPER 7: PORTABILITY IN HCV FSS PROGRAMS

INTRODUCTION

PHAs operating HCV FSS programs must be familiar with the rules and regulations regarding se under the HCV program. As with the case of portability in the HCV

program in general, the FSS family may move outside the initial PHA jurisdiction under portability procedures after the first 12 months of the FSS contract of participation [24 CFR 984.306].

In the event that an FSS family chooses to exercise portability, certain special requirements regarding the FSS program would apply. This chapter describes the obligations of the initial PHA, the receiving PHA, and the FSS family under portability, in addition to any special stipulations regarding portability in the FSS context.

This chapter contains two parts:

Part I: Portability in the FSS Program: This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

Part II: The Effects of Portability on FSS Regulations and Policy: This part describes the specific ways in which portability affects different aspects of the FSS program, including the escrow account, program termination, loss of the FSS account, and termination of HCV program assistance.

PART I: PORTABILITY IN THE FSS PROGRAM 7-I.A.

OVERVIEW

Portability is a statutory feature of the HCV program—it is included in the law. As such, PHAs operating an HCV FSS program need to understand the effects that portability will have on HCV FSS families and program operation. This part provides a general overview of portability in the FSS program, including the residency requirements for FSS portability and management of the contract of participation when a family moves into or from another PHA's jurisdiction.

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7-I.B. DEFINITIONS

For the purposes of portability with regards to the FSS program, the following definitions will be used [24 CFR 982.4, 24 CFR 984.306].

- *Initial PHA* means both:

  1. A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and

  2. A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

- *Receiving PHA* means a PHA that receives a family selected for participation in the tenant- based program of another PHA. The receiving PHA either absorbs the family into its program, including issuing a voucher and providing rental assistance to the family, or bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher.

- *Relocating FSS Family* refers to an FSS family that moves from the jurisdiction of a PHA at least 12 months after signing its contract of participation.

7-I.C. RESIDENCY REQUIREMENTS

Families participating in a HCV FSS program are required to lease an assisted unit within the jurisdiction of the PHA that selected the family for the FSS program for a minimum period of 12 months after the effective date of the contract of participation. However, the initial PHA may approve a family's request to move outside its jurisdiction under portability during this period if the move is in accordance with the regulations at 24 CFR 982.353 [24 CFR 984.306(a)(1)].

DHA Policy

DHA will approve a family's request to move outside its jurisdiction under portability during the first 12 months after the effective date of the contract of participation if the move is in accordance with the regulations for such moves at 24 CFR 982.353.

After the first 12 months of the FSS contract of participation, the FSS family may move outside the initial PHA jurisdiction under portability procedures regardless of PHA approval [24 CFR 984.306(a)(2)].

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7-I.D. PORTABILITY REQUIREMENTS FOR FSS PARTICIPANTS

Receiving PHA Administers an FSS Program [24 CFR 984.306(b)]

Whether the receiving PHA bills the initial PHA or absorbs the FSS family into its HCV program, the receiving PHA must enroll an FSS family in good standing in its FSS program. However, if the receiving PHA is already serving the number of FSS families identified in its FSS Action Plan and determines that it does not have the resources to manage the FSS contract or the receiving PHA, the initial PHA may agree to the FSS family's continued participation in the initial PHA's FSS program. Prior to the PHAs agreeing to the continued participation, the initial PHA must determine that the relocating FSS family has demonstrated that, notwithstanding the move, it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.

DHA Policy

DHA, as the initial housing authority, will agree to the participant's continued participation in their FSS program so long as the relocating family has demonstrated, with the assistance of the FSS Coordinator, that it will be able to fulfill its responsibilities under the initial or a modified contract at its new place of residence.

Where continued FSS participation is not possible, the initial PHA **must** clearly discuss the options that may be available to the family. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement in accordance with 24 CFR 984.303(k)(1)(iii), or termination of the FSS contract and forfeiture of escrow.

DHA Policy

DHA will clearly discuss the options that are available to the family where continued FSS participation is not possible. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

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Receiving PHA Does Not Administer an FSS Program [24 CFR 984.306(c)]

If the receiving PHA does not administer an FSS program, the FSS family may not continue participation in the FSS program. The initial PHA must clearly discuss the options that may be available to the family. These may include, but are not limited to, modification of the FSS contract, locating a receiving PHA that administers an FSS program, termination of the FSS contract with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

DHA Policy

DHA will, as stated above, clearly discuss the options that may be available to the family where continued FSS participation is not possible. Depending on the family's contract specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement in accordance with 24 CFR 984.303(k)(1)(iii), or termination of the FSS contract and forfeiture of escrow.

Single Contract of Participation

If the FSS family enrolls in the receiving PHA's FSS program, the receiving PHA will enter a new contract with the FSS family for the term remaining on the contract with the initial PHA. The initial PHA will end its contract with the family.

If the FSS family remains in the FSS program of the initial PHA, pursuant to this section, the contract executed by the initial PHA will remain as the contract in place.

Termination of FSS contract and Forfeiture of Escrow Account [984.306(e)]

If an FSS family relocates to another jurisdiction and is unable to fulfill its obligations under the contract, including any modifications, the PHA, which is a party to the contract, **must terminate the FSS family from the FSS program**. The family's FSS escrow account will be forfeited.

Termination of FSS program participation and forfeiture of FSS escrow must be used only as a last resort after the PHA determines, in consultation with the family, that the family would be unable to fulfill its obligations under the contract after the move, that locating another receiving housing authority with a FSS program is not possible, that the current contract cannot be modified to allow for completion prior to porting, and that the current contract cannot be terminated with FSS escrow disbursement. When termination is the only option, the PHA must clearly notify the family that the move will result in the loss of escrow funds. The PHA must follow its policy for clearly notifying the FSS family of the forfeiture.

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7-I.E. NEW FSS ENROLLMENT INTO RECEIVING PHA'S FSS PROGRAM

Administering and Billing of the Voucher

If the receiving PHA bills the initial PHA, the receiving PHA may, consistent with the receiving PHA's FSS enrollment policies, enroll a family that was not an FSS participant at the initial PHA into its FSS program, but only if the initial PHA manages an FSS program and agrees to such enrollment. If the receiving PHA bills the initial PHA, but the initial PHA does not manage an FSS program, the family may not enroll in the receiving PHA's FSS program.

DHA Policy

The PHA will clearly discuss the options that are available to the family where continued FSS participation is not possible. Depending on the family's specific circumstances, these options include modification of the FSS contract, locating a receiving housing authority that has the capacity to enroll the family in its FSS program, termination with FSS escrow disbursement, or termination of the FSS contract and forfeiture of escrow.

Absorption of the Voucher

If the receiving PHA absorbs the family into its HCV program, the receiving PHA may, consistent with the receiving PHA's FSS enrollment policies, enroll a family that was not an FSS participant at the initial PHA into its FSS program.

PART II: REPORTING 7-II.A.

OVERVIEW

Each PHA that carries out an FSS program shall submit to HUD, in the form prescribed by HUD, a report regarding its FSS program.

7-II.B. CONTENTS OF THE FSS REPORT [24 CFR 984.401]

The report submitted to HUD must include a description of the activities carried out in the FSS program; a description of the effectiveness of the program in assisting families to achieve economic independence and self-sufficiency, including the number of families enrolled and graduated and the number of established escrow accounts and positive escrow balances; a description of the effectiveness of the program in coordinating resources of communities to assist families to achieve economic independence and self-sufficiency; and any recommendations by the PHA or the appropriate local Program Coordinating Committee for legislative or administrative action that would improve the FSS program and ensure the effectiveness of the program.

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7-II.C. FAMILY SELF-SUFFICIENCY GRANT PROGRAM REVIEW
PHA SELF- ASSESSMENT

HUD provides a detailed checklist for PHAs to conduct their own self-assessment of their FSS program. The form is administered by the local field office and allows each PHA to gather concrete and comprehensive data covering aspects of the program from FSS Action Plans and Composite Scores through FSS program size, participants, and graduations to reductions in FSS grants and current Memoranda of Agreement with community partners. The detailed example of the FSS Self-Assessment is available at HUD's FSS Resource page, which can be located by searching "HUD FSS" on any browser.

Addendum #2

Dallas Housing Authority

Section 8 Programs

HUD Veterans Affairs Supportive Housing (VASH) Program

Addendum#2

HUD - Veterans Affairs Supportive Housing (VASH) Program

Introduction

The U.S. Department of Housing and Urban Development (HUD) has long encouraged the use of Section 8 housing assistance as a tool to enable individuals and Families to become self- sufficient The Department of Veterans Affairs (VA) has a strong commitment to providing quality care services to homeless veterans who have psychiatric or medical disabilities. In 1991, HUD and the VA entered into a cooperative venture in which HUD would offer "set-aside" Vouchers to the VA that would provide intensive case management services to homeless veterans who have psychiatric disabilities. This venture is known as the HUD/VASH Program. The Dallas Housing Authority (DHA) has received twenty-seven (27) one-bedroom housing vouchers for this program.

The strength of the VASH case management program is a formalized consortium of VA homeless programs called the VA Comprehensive Homeless Center (CHC). These programs have formally agreed to specify their commitment to working together to address the problems of homeless veterans in the Dallas Veterans Administration Medical Center (VAMC) catchments area of operation.

This addendum to the Administrative Plan for the Section 8 Housing Choice Voucher Program describes the VASH program. The administration of the VASH Rental Vouchers will follow the Administrative Plan. The primary difference will be that twenty-seven (27) vouchers are specifically available to homeless veterans.

The initial goals of the VASH program are to help fifty percent (50%) of the individuals participating in the program to attain employment or job training: All of the individuals will successfully complete a residential program .and will be involved in a case management treatment plan. In addition, seventy-five (75%) of the individuals will be capable of paying
thirty percent (30%) of their rent. The ultimate goal is to assist participants to function with little or no assistance,

Section I. Needs and Objectives

One of the primary causes of homelessness is the lack of affordable housing. In addition, homeless individuals also have a high incidence of psychiatric and substance abuse disorders. These psychiatric impairments often result in an individual not having the skills needed to retain and maintain housing on a permanent basis. The VASH program addresses both of these issues.

The VASH program will subsidize homeless veterans to the point where they can afford housing without Section 8 assistance, but this is not a requirement. If a veteran is considered stable, but still needs the Section 8 assistance, the housing subsidy will continue. An individual will lose their assistance if he/she violates DHA policies regarding

participation in the Section 8 Housing Choice Voucher Program.

A. General Characteristics of Homeless Veterans

On any given night in Dallas, there are an estimated 2,000 homeless individuals residing in night shelters, transitional living units, doubled up with relatives or friends, or "living" in cars and abandoned buildings. Studies show that thirty to fifty percent of homeless men are veterans and are also eligible for VA services. The majority of these men are in their 40's and are Vietnam Era veterans. Sixty percent of these veterans have alcohol problems and another fourteen percent (14%) have substance abuse (drug) problems. Of these veterans, forty-two percent (42%) are Caucasian, forty-three percent (43%) are African-American, and the remainder are Hispanic or Native American.

A common characteristic of all the homeless veterans is the length of time spent without. a fixed nighttime residence. The majority has been homeless for six to twelve months with brief stays in night shelters or transitional housing programs.

The reasons most often cited for the causes of homelessness include the following:

1. Chemical abuse (including alcohol);
2. Mental/emotional problems;
3. Unemployment;
4. Lack of financial resources;
5. No Family support (due to violence, dysfunction, etc.);
6. Physical/health problems;
7. Divorce/separation; and
8. Institutionalization in a prison or hospital.

B. Needs

The most recognized needs of homeless veterans include:

1. Employment training;
2. Assistance with job search;
3. Legal assistance
4. Affordable permanent housing;
5. Financial assistance in obtaining documentation;

6. Psychological services;

7. Health care for acute illness and routine preventative care; and

8. Substance abuse treatment.

C. Objectives

The overall objective of the VASH Program is to provide services to homeless veterans that will give them the opportunity and skills to become self-sufficient and end the cycle of homelessness. The Section 8 Housing Choice Voucher Program Vouchers will provide the housing component that will allow these individuals to participate in an intensive case management process intended to assist in stabilizing their lives. The VASH case management program will provide these services for a minimum of one year and up to five years.

Section II. Eligibility and Applications_Veterans eligible-for the VASH Program:

A. Must have been homeless, in a shelter or on the street, a minimum of thirty (30) days prior to identification by a VA outreach clinician.

B. Must have a psychiatric or substance abuse disorder; or

C. Must have successfully completed a residential treatment program, i.e., Homeless Domiciliary program, Homeless Chronically Mentally Ill (HCMI) program.

If an individual has a past history of criminal activity, or substance abuse is preventing stabilization, the individual must show a willingness to be rehabilitated. Some evidence of motivation to change must be present. Individuals who have a felony conviction within the past five years will be ineligible for the program.

Potential clients will be screened and referred by the VA Comprehensive Homeless Center programs to VA case managers assigned to the VASH Program. These case managers will conduct an in-depth assessment of the potential client and present that case to the CHC screening committee. Members of the CHC Clinical Council will decide if the client is a candidate to receive Section 8 assistance, and, if approved, will be assigned to a VASH case manager. The Clinical Council of the CHC is comprised of program directors of the various VA homeless programs. The Clinical Council meets on the 1st and 3rd Thursday of every month and will review applications for admission to the VASH Program and provide or suggest resources to meet the diverse needs of program clients. Any Clinical Council member may present potential candidates for the program. Only individuals approved by CHC Clinical Council members are program eligible. All referrals must qualify and be eligible for Section 8 assistance as per DHA Administrative Plan for the Housing Choice Voucher Program.

VASH case managers will refer veteran clients to the Dallas Housing Authority's

Applications and Assignments division to apply for a Section 8 Housing Choice Voucher. At the time of

referral, the VASH case manager will ensure that the veteran has all documentation necessary to complete the application.

Section III. Case Management and Program Participation Contract

Once a candidate is accepted for the program, the individual will be assigned to one of two VASH clinicians providing case management services. The VASH case manager will be responsible for developing a contract and written treatment plan which outlines the client's rehabilitation and responsibilities. The VASH case manager will be responsible for implementation of the treatment plan. The case manager provides ongoing monitoring in conjunction with programs of the CHC.

Case managers will advocate for their clients and present an accurate assessment of needs. Case managers, on a regular basis, will present problems and needs of clients to the Director of the Dallas VA Comprehensive Homeless Center. Clinical Council members have the authority to commit their program's resources in order to respond to problems or meet needs that are presented.

Section IV. Applicability of DHA Section 8 Housing Choice Voucher Program Administrative

DHA Section 8 Housing Choice Voucher Program Administrative Plan's operational directives regarding DHA Section 8 Housing Choice Voucher Program are applicable to VASH participants with the exception of twenty-seven (27) vouchers that are set aside specifically for VASH referrals. Other individuals on DHA Section 8 Housing Choice Voucher Program will not use these Vouchers unless VASH does not make a sufficient number of eligible referrals to fully utilize the vouchers.

Section V. Program Evaluation and Monitoring

The VA Clinical Council of the CHC is responsible for directing and monitoring the local HUD- VASH Program. This includes local program review and assessment, effectiveness of resource development, community education, and related issues. Their case managers will report clients' progress.

Addendum #3

Dallas Housing Authority

Section 8 Programs

Family Unification Program

Addendum 3: Family Unification Program

The Family Unification Program (FUP) is a service offered through DHA's Housing Choice Voucher Program. FUP refers to a housing voucher that is intended to promote Family unification by providing housing assistance to Families for whom the lack of adequate housing is a primary factor in the separation, or imminent separation, of children from their Families. DHA has been awarded funds to designate a certain number of assigned vouchers for use in this specific program.

Under FUP, housing assistance is provided in partnership with Public Child Welfare Agencies (PCWAs) to two groups:

1. Families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care; and
2. Youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday) who left foster care, or will leave foster care within 90 days, in accordance with a transition plan[15], and are homeless or are at risk of becoming homeless at age 16 or older.[16]

Administration of DHA's FUP vouchers will follow the Administrative Plan for the Section 8 Housing Choice Voucher Program. The primary difference will be that vouchers outlined in this addendum to the Administrative Plan are specifically available to Families for whom the Texas Department of Family and Protective Services (TDFPS)[17] has determined the lack of adequate housing is a primary factor in the imminent placement of the Family's child(ren) in out-of-home care, or in the delay of discharge of a child(ren) to the Family from out-of-home care.

To effectively deliver this service, DHA has entered into a Memorandum of Understanding with TDFPS and Metro Dallas Homeless Alliance (our local continuum of care). The MOU is enclosed here in the pages that follow.

Addendum #4

Dallas Housing Authority

[15] As described in Section 475(5)(H) of the Social Security Act.

[16] As required by statute, a FUP voucher issued to such a youth may only be used to provide housing assistance for the youth for a maximum of 36 months.

[17] The Public Child Welfare Agency (PCWA) for this area is the Texas Department of Family and Protective Services (TDFPS).

Section 8 Programs

Preservation Program

Addendum # 4
Preservation Program

Introduction

Over past years and subject to the availability of appropriations, the U.S. Department of Housing and Urban Development (HUD) has provided Section 8 tenant-based assistance in order to assist eligible Families that are affected by several different types of owner or HUD actions in HUD's Office of Multifamily Housing programs (collectively described as "Housing Conversion Actions"). These actions are owner opt-outs of Section 8 project-based contracts; owner prepayment of the mortgage or voluntary termination of the mortgage insurance of a preservation eligible property (preservation prepayments); HUD enforcement actions against the owner, including termination or non-renewal of a Section 8 project-based housing assistance payments (HAP) contract; and HUD property disposition activities. DHA, as an administrator of the Housing Choice Voucher Program, is subject to request by HUD to take the appropriate action to administer vouchers to assist affected Families as well as manage the process related to securing on-going housing assistance and preserving affordable housing for low-income individuals.

Once the activities under the conversion ensue, upon initiation by HUD, DHA will be asked to administer the vouchers. DHA will receive a special allocation of vouchers on behalf of the affected Families. The number of vouchers allocated under this program is four hundred thirty- five (435).

Section I. Needs and Objectives

Low income Families residing in properties secured by a HUD mortgage or receiving HUD funding at the point of conversion are subject to be displaced if other HUD assistance is 110! . made available. HUD will endeavor to contract with a housing agency to provide services in order to have a seamless process in continuing housing assistance. The objective of the housing authority is to ensure all eligible Families affected are provided access to decent safe and affordable housing of their choice that may include continued occupancy at the property.

Section II. Housing Conversion Actions

The following actions constitute the Housing Conversion Actions.

A. Preservation prepayment

Preservation pre-payment is where the owner prepays the mortgage or voluntarily terminates the mortgage insurance.

In the case of preservation prepayments, HUD provides enhanced tenant based rental assistance (also known as preservation tenant based assistance) as provided in Congress' appropriation acts. Enhanced tenant based rental assistance differs from regular Section 8 tenant based assistance in two

major respects - the law requires that the Family continue to contribute toward rent at least the amount the Family was paying for rent on the date of the prepayment, and the law substituted the use of a higher "enhanced" payment standard or fair market rent in cases where the family wished to stay in the unit (if the owner's new gross rent after the prepayment exceeded the normally applicable payment standard or fair market rent). The enhanced feature of the voucher ends when the family moves from the subsidized property and the Voucher becomes a regular Section 8 housing choice voucher.

B. Opt-outs

Opt-out refers to a conversion action where an owner chooses to opt-out of certain programs by not renewing an expiring Section 8 or Section 23 project-based contract.

C. HUD Enforcement Actions

HUD enforcement actions are where HUD is either terminating the Section 8 project-based HAP contract or not offering the owner the option to renew an expiring HAP contract due to an owner's failure to comply with the terms of the HAP contract.

Section III. Eligibility and Application

DHA shall conduct an on-site briefing to be attended by each affected Family to advise them of the HUD regulations and program guidelines; and expected processes. DHA in its determination of eligibility inputs the application on its Section 8 waiting list. However, Families are admitted to the program under a special admission and are not subject to the normal waiting period. In general, all regular Section 8 housing choice voucher program rules, regulations, and directives apply to special admission vouchers made available for Families as the result of housing conversion actions.

Section IV. Designation of Preservation Families

DHA differentiates Families participating in this program from those participating in the Section 8 Housing Choice Voucher program by its coding of record data (housing program code) at the receipt of the acceptance of the administrative duties from HUD and in its file maintenance after initial leasing. DHA assigns a specially designated HAP number for tracking. Client folders under this program are color coded for this program.

Section V. Special Rent Calculations

A. Pre-pay

DHA uses specific dollar amount the Family was paying for rent on the effective date

of the eligibility event in determining the Family's enhanced voucher minimum rent.

However, in cases where the Family subsequently suffers a significant decrease in family income, DHA changes the method for calculating the Family's enhanced voucher minimum rent. For Families who were previously assisted, the Family's new enhanced voucher minimum rent is the greater of (1) the percentage of monthly adjusted income actually paid by the family for rent on the effective date of the prepayment or (2) 3O percent of the Family's current adjusted monthly income.

B. Opt-Out

The tenant portion of rent will be calculated at 30 percent of the Family's current monthly-adjusted income; or 40 percent of the Family's monthly income; or if the Family is currently verified to have zero household income, DHA will use the minimum rent requirement, $50.00.

Addendum #5

Dallas Housing Authority

Section 8 Programs

Medicaid Waiver Program

Memorandum of Understanding
DHA - CoC
Addendum # 5

Medicaid Waiver Program

Introduction

The U.S. Department of Housing and Urban Development (HUD) has made vouchers available for persons participating in the Medicaid Home and Community Based Waiver Program. The use of housing choice vouchers in an assisted living facility will supplement the Medicaid Home and Community Based Waiver Program under Section 1915 (c) of the Social Security Act to pay for residential care. These waivers allow Medicaid-eligible individuals at risk of being placed in hospitals, nursing facilities or intermediate care facilities the-alternative of being cared for in their homes and communities. Furthermore, frail elderly individuals would be able to obtain supportive services in order to remain independent. These individuals are thereby assisted in preserving their independence and ties to family and friends at a cost no higher than that of institutional care.

DHA applied, pursuant to HUD's Notice of Funding Availability, for vouchers on a fair share allocation basis under the Housing Choice Voucher Program for fiscal years 2000, 2001, and 2002. Over the three years, DHA agreed to provide a total of seventy-two (72) vouchers to house voucher eligible, Disabled families covered by a waiver under Section 1915 (c) of the Social Security Act.

Section I. Needs and Objectives

Low-income disabled individuals are faced with added challenges in locating affordable housing. In addition, disabled individuals also are faced with finding solutions to issues related to their disability that is often exacerbated due to their housing needs. National policymakers recognized the need to find a preferable alternative to long-term institutional care for persons who have significant limitations in performing daily living activities. Lawmakers identified a program to provide Jong-term services to qualified individuals in noninstitutional settings by utilizing the Home and Community-Based Waivers. With approved waiver programs, states are authorized to cover a wide variety of nonmedical, social, and supportive services that have been shown to be critical in allowing persons to remain in the community. Thus, a program to serve individuals through waivers (1915 (c)) was established to allow states more flexibility in their long-term care programs, and to allow beneficiaries to receive health care in settings that are more comfortable for them. The Dallas Housing Authority (DHA) is committed to providing housing opportunities for Families that include a member with special needs. In support of this effort, DHA made known its desire to administer vouchers under HUD's fair share allocation to provide rental assistance for Families to live in assisted living facilities.

Section II. Eligibility and Applications

Housing under this program is provided to Families who are disabled and also covered under a waiver of Section 1915 (c) of the Social Security Act. Section 1915 (c) waivers are approved by the Health Care Financing Administration within the Department of Health and Human Services (HHS) for the agency within each state responsible for the administration of the Medicaid program. Eligible individuals must have the physical ability to live independently but need assistance with some activities of daily living. eligible resident must not require continuous medical or nursing care. Eligible housing includes residential care facilities, adult or congregate care facilities, assisted living facilities and shared housing facilities.

Section III. Outreach

DHA will conduct outreach to encourage eligible disabled families to apply. DHA may contact independent living centers, advocacy organizations-for Persons with Disabilities and medical, mental health, and social service providers for referrals of Persons with Disabilities who would benefit from housing choice voucher assistance. DHA may take applications on-site at a designated location to attract and assist the individuals who may be eligible for this program.

Section IV. Agency Responsibilities

A. Texas Department of Aging and Disability Services

The state agency responsible for the administration of the Medicaid program, Texas Department of Aging and Disability Services (DADS), formerly Texas Department of Human Services (TDHS), has entered into a Memorandum of Understanding (MOU} with DHA·. The state agency will identify individuals that meet the criteria to receive Medicaid waivers under Section 1915 (c), as outlined in the MQU, attached hereto as Exhibit A. The MOU may be modified as Federal and State laws are amended and as administrative processes are modified. Pursuant to the MOU, the state will review the list of names provided by DHA and confirm whether the persons whose name is submitted qualifies for a Medicaid waiver.

DADS will review the list, identify the individuals that are certified for a Medicaid waiver, and provide the information on the individual that will allow DHA to determine final eligibility for participation in the Medicaid Waiver program. If there are persons on DHA's list that have not been certified, DADS will conduct the review process necessary to determine eligibility for the waiver. The exchange of information will occur on a quarterly basis until all available housing assistance is exhausted.

All releases will be filed in individual case records.

B. DHA

DHA will require applicants for its housing choice voucher program to designate whether they are disabled and whether they are eligible for the Medicaid waiver. These designations will be recorded in the applicant records.

DHA will exchange information relative to the Medicaid Waiver Program, under the terms and conditions required by the state of Texas. The state of Texas has promulgated rules outlined in its Texas Administrative Code (Chapter 40 Section 71) that directs the conduct of agencies in handling confidential information such as Medical records. DHA will hold the information received from DADS as confidential.

On a quarterly basis, DHA will provide DADS with a list of 50 eligible disabled elderly persons selected from the Section 8 program waiting list and for each, a signed Medicaid Waiver Authorization For Release Of Information form, (DHA form #610-46) attached hereto as Exhibit B.

DHA will offer housing assistance to qualified applicants from its housing choice voucher waiting list at the point a voucher designated for this program becomes available.

Section V. Program Turnover and Monitoring

The Leased Housing Department will monitor the vouchers issued to Families under this program. When a voucher under this program becomes available for reissue (e.g., the Family initially selected for the program drops out of-the program or is unsuccessful in the search for a unit), the voucher may be used only for the next eligible Family on the housing choice voucher waiting list.

Addendum #7

Dallas Housing Authority

Section 8 Programs

Project Based Programs

Addendum 7: Section 8 Project-Based Voucher Program

Section I: General

The Project-Based Voucher (PBV) Program is a component of DHA's Section 8 Housing Choice Voucher (HCV) Program. DHA administers the PBV program in accordance with federal regulations, 24 CFR Part 982 and CFR Part 983, under which the U.S. Department of Housing and Urban Development (HUD) allows public housing authorities to set aside a portion of their total Annual Contributions Contract (ACC) unit count for project-based voucher assistance.[18] This statement of Project-based Voucher Policy is an addendum to the HCV Administrative Plan.

Section II. Goal of the Project-Based Assistance Program

DHA's program goals are to expand the affordability of rental housing in DHA's jurisdiction for qualified households; make project-based rental subsidies accessible so qualified families can afford safe, decent, and sanitary housing; maintain full utilization of HUD allocated vouchers; and prevent the concentration of poverty.

It is the intention of DHA's Board of Commissioners that project-based vouchers be employed in the following ways:

1. Housing for homeless individuals and families, including Veterans assisted through the Veterans Affairs Supportive Housing (VASH) Program;
2. Housing for ex-offenders assimilating back into society;
3. Walker settlement agreement project-based housing (in an approved or agreed census tract);
4. Housing for elderly persons and people with disabilities;
5. Replacement of ACC public housing units; and
6. Assistance with development of affordable housing.

Section III: Small Area Fair Market Rent (SAFMR)

DHA is subject to small area fair market rents, or SAFMRs.[19] SAFMRs are FMRs calculated for ZIP Codes within Metropolitan Areas. Small Area FMRs are required to be used to set Section 8 Housing Choice Voucher payment standards in areas designated by HUD.
There is an exception to this rule for some of DHA's PBV units. PBV units for which a notice of owner selection was issued in accordance with 24 CFR 983.51(d) prior to June 8, 2011, are not be subject to the SAFMRs. Area-wide FMRs continue to apply to these PBV units, thus ensuring the viability of PBV projects that were in the development pipeline and had

[18] Before the Housing Opportunity through Modernization Act (HOTMA), the PBV cap was limited to 20 percent of budget authority. HOTMA changed the cap from budget authority to 20 percent of ACC unit count. HOTMA also authorized PHAs to request an additional 10 percent increase beyond the 20 percent ACC unit count (subject to eligible categories outlined in PIH Notice 2017-21 Appendix D).

[19] Federal Register Volume 75, Issue 191 (October 4, 2010). The October 4, 2010, notice provides that all public housing agencies (PHAs) in the 8-county Dallas, TX, are required to use SAFMRs for the voucher program.

obtained financing based on area-wide FMRs. However, any PBVs for which a notice-of-owner selection is issued after June 8, 2011 will be subject to the SAFMRs.[20]

DHA PBV projects that are not subject to SAFMRs include:

1. Buckeye Trail Commons I
2. Buckeye Trail Commons II
3. Lakewest Senior Housing I
4. Lakewest Senior Housing II
5. Roseland Gardens
6. Carpenters Point

Section IV. Advertisement Policy

DHA will advertise the availability of PBV assistance in accordance with HUD regulations, including notifying HUD. Advertisement will be placed in local newspapers of general circulation, including Dallas' largest newspaper; minority newspapers that are published in languages other than English; and on DHA's website. These efforts are intended to affirmatively further fair housing. The advertisement will run once a week for a period of two consecutive weeks. The advertisement will specify the number of vouchers available to be project-based, the type of units that will be considered for the project-based program, and the submission deadline.

All advertisements for the PBV program will contain a statement that participation requires compliance with Fair Housing and Equal Opportunity requirements, and that the provisions of the Fair Labor Standards Act and Contract Work Hours and Safety Standards Act, Section 3 of the Housing and Urban Development Act of 1968 and associated implementing regulations, and the federal equal employment opportunity requirements of Executive Order 11246 as amended, may be applicable for new construction and substantial rehabilitation properties. When developing nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay prevailing wage rates as required by the Davis-Bacon Wage Act to laborers and mechanics employed in development of the housing.

Section V. PHA-Owned Units and Independent Entities

DHA has adopted measures consistent with HUD regulations to utilize an independent entity to perform the HUD required functions for PBVs where DHA is the owner of the units.

Function	Applicable Program Services: Regulatory Basis
Review DHA's PBV selection process.	PBV: 24 CFR §983.51(e)
Provide DHA a letter stating that the PHA-owned units were appropriately selected based on the selection procedures specified in the DHA's Administrative Plan.	24 CFR 983.51(b)(2)
Establish PBV contract rents (initial rent and re-determined rent).	PBV: 24 CFR §983.59(b)(1) PBV: 24 CFR §983.301(g)

[20] Federal Register Volume 76, Issue 110 (June 8, 2011). PBV units for which a notice of owner selection was issued in accordance with 24 CFR 983.51(d) prior to June 8, 2011, will not be subject to the SAFMRs.

Provide written notice to DHA specifying the amount of re-determined rent.	
Determine rent reasonableness with regard to the initial contract rent and any adjustments to the contract rent.	PBV: 24 CFR §983.303(f)(1) HCV: 24 CFR §982.(b)(1)(iv)(A)(1)
Provide a copy of the rent reasonableness determination to DHA and the HUD field office where the project is located.	PBV: 24 CFR §983.303(f)(2)
Notify DHA and the family of the rent reasonableness determination.	HCV: 24 CFR §982.352(b)(1)(iv)(A)(1)
Assist the family in negotiating the rent with the owner.	PBV: 24 CFR §982.352(b)(1)(iv)(A)(2)
Establish term of initial and any PBV renewal HAP contract as required in 24 CFR §983.205. Inspect units.	PBV: 24 CFR §983.59(b)(2) PBV:24 CFR §983.59(b)(3)

When DHA requires HUD approval of a proposed independent entity, DHA must submit a joint certification from both DHA and the independent entity to the local HUD Office for HUD approval. The certification must state that DHA and the proposed entity have no legal, financial, or any other connection that could cause either party to be improperly influenced by the other, and that the proposed independent entity will perform its responsibilities as it relates to DHA-owned units in an unbiased manner. DHA will provide supporting documentation at HUD's request.[21]

Section VI. Selection of PBV Owner Proposal

DHA will select PBV proposals pursuant to one or a combination of the following methods:

A. DHA will issue a request for PBV proposals as provided in 24 CFR §983.51(b)(1). If DHA uses this method to select PBV proposals, DHA will provide public notice of the request for PBV proposals. DHA will also post notice on DHA's website at www.dhantx.com. In order for the proposal to be considered, the owner must submit a proposal to DHA by the published deadline date, and the proposal must be responsive to all requirements as outlined in the Request for Proposal (RFP). Incomplete proposals will not be reviewed.

B. As provided in 24 CFR §983.51(b)(2), DHA may determine to provide PBV funding to a proposal for housing assisted under a federal, state, or local government housing assistance, community development, or supportive services program that requires competitive selection of proposals (e.g. HOME and units for which competitively awarded Low Income Housing Tax Credits have been provided), where the proposal has already been selected in accordance with such program's competitive selection requirements within three years of DHA's PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive DHA PBV assistance.

C. As provided in 24 CFR §983.51 and §983.59, a PHA-owned unit may be assisted under the PBV program. PHA-owned units are defined in Notice PIH 2017-21 Appendix A, and HUD requirements for review by an independent entity are outlined in in Notice PIH 2017-21 Appendix B.

[21] Details on what, when, and how to submit the certification are provided in Notice PIH 2017-21 Appendix B.

D. Due to unique or extenuating circumstances, DHA may have cause to consider requests for conversion from a tenant-based voucher to a project-based voucher. For example; to expand housing opportunities for persons with disabilities[22], DHA, at its sole discretion, may consider a request to convert issued and leased tenant-based housing vouchers to project-based vouchers absent the RFP process, which may be subject to HUD's regulatory waiver and approval. This type of conversion is outside of the regulatory authority for project-based vouchers as provided in 24 CFR §983.51 because they omit the owner proposal selection process. As a result, such requests are considered on a case-by-case basis.

Notice of owner selection will be provided as follows: DHA will give prompt written notice to the party that submitted a selected proposal. The award notice will include the number of vouchers awarded and state a deadline by which all other agreements must be executed. In addition, owners awarded project-based vouchers must submit the following plan to DHA for review and approval prior to execution of an agreement to enter into a housing assistance payment (AHAP):

1. Marketing Plan to describe marketing and outreach activities;
2. When required by the RFP, a contract between the property owner and supportive service provider(s) whose activities will be necessary to the success of the client group targeted by the RFP;
3. Waiting List Management Plan which includes information related to accepting application and record keeping;
4. Tenant Selection Plan for selecting tenants from the project's waiting list that covers tenant selection, screening criteria and procedures and requirements when applicants are ineligible.

DHA will also give prompt public notice of award of PBV in a local newspaper of general circulation and on DHA's website to provide broad public notice. The announcement will include the name of the owner/project and the number of PBV that were awarded.

DHA will not select a proposal or commence an AHAP, or execute a HAP contract on existing units, until it determines that the proposed site/units comply with PBV goals, civil rights requirements, and HQS, unless otherwise provided in 24 CFR §983.57(b).

Section VII. Subsidy Layering Review (SLR) Prohibition of Excess Public Assistance

The purpose of a subsidy layering review (SLR) is to avoid excess subsidy by combining (layering) housing assistance subsidy under the PBV program with other governmental assistance from federal, state, or local agencies, including but not limited to, assistance such as tax concessions or tax credits. SLRs are required only for projects involving new construction and rehabilitation. When a new construction or rehabilitation project has been selected pursuant to program regulations at 24 CFR part 983, and the project combines other forms of governmental assistance, DHA must conduct an

[22] 24 CFR 983.210(e) provides that by execution of the HAP contract, the owner certifies that at such execution and at all times during the term of the HAP contract, the owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit. 24 CFR 983.251(a)(4) provides an exception to the aforementioned requirement, when the PHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities. In such cases, clients may request a reasonable accommodation. DHA processes all requests for reasonable accommodation in accordance with its Reasonable Accommodation Procedures.

SLR. An SLR shall not be required for project-based assistance (1) for an existing structure, or (2) if a subsidy layering review has been conducted by the applicable state or local agency.

DHA may provide PBV assistance only in accordance with HUD SLR requirements. SLRs must be completed and approved by a qualified Housing Credit Agency (HCA) or by HUD, for all PBV projects that use other publicly supported housing funds, such as Low Income Housing Tax Credit funding. When conducting an SLR, DHA will do the following:

A. DHA shall obtain from the owner all the information required by the HUD mandated SLR checklist.

B. DHA shall complete the SLR, including checks for completeness and compliance with program requirements.

C. When the SLR is complete and acceptable, DHA shall forward the SLR package to HUD's local office for processing.

D. DHA will not enter into an AHAP until HUD, or an independent entity approved by HUD, has conducted any required SLR and determined that the PBV assistance complies with HUD's SLR.

Section VIII. Environmental Review

Every PBV project is subject to HUD environmental review requirements at 24 CFR Part 50 or Part 58 and 983.58. Prior to execution of an AHAP, the owner must present evidence that the environmental review has been performed by a HUD designated "responsible entity" and approved by HUD, or, where applicable, categorically excluded from review under the National Environmental Policy Act of 1969, unless HUD notifies DHA in writing of environmental approval of the site.

Section IX. Cap on Number of PBV Units in each Project

Except for properties serving elderly persons or persons with disabilities, no more than 25 percent of the units in a project may receive project-based vouchers. Units in a single-family building, defined as any building with 1-4 units are exempt from this cap.

An additional category of units referred to as "excepted" units are also exempt from the 25 percent cap. Excepted units are units that will house a qualifying family, defined by HUD as a household where at least one member is eligible to receive at least one supportive service for the term of the executed HAP contract. To the extent that more than 25 percent of the units in a project receive project-based vouchers, supportive services will be offered (either by DHA or by outside service providers). When DHA exercises flexibility to exceed the 25 percent cap through excepted units, then the use of such services by family members will be monitored and tracked during each family's annual recertification.

Such services will be appropriate for the needs of the families and may include the following:

A. In properties for senior citizens and people with disabilities, services may include:

1. Case management;
2. Behavioral health services;
3. Physical health services (wellness, fitness, vision, hearing and clinic services);
4. Substance abuse resistance;
5. Nutrition and community gardening;
6. Transportation;

7. Housekeeping aid; or
8. Other services designed to help the recipient live in the community as independently as possible.

B. In properties for general occupancy, all the above services may be provided. In addition, the following other services may be included:

1. Early childhood education and childcare;
2. Before and after school care for school age children;
3. Summer nutrition;
4. Computer literacy;
5. Job training, educational, and employment services; or
6. Other services designed to help the recipient live in the community as independently as possible.

Section X. Housing Assistance Payment Contract

A. Term of Project-Based Assistance Contract

1. Upon selection of the site/units, DHA will enter into an agreement with the owner to execute a HAP Contract in accordance with HUD requirements for contracts as provided at 24 CFR §§982.162 and 983.152, including a HAP contract if the agreement is for existing units.
2. DHA's project-based HAP contract will be executed for a term of not less than one (1) year or more than 20 years for each contract unit as provided at 24 CFR §983.205, and is subject to future availability of funding under DHA's ACC.
3. The HAP contract will be executed when all of the HAP contract requirements as provided at 24 CFR §983.204 have been met.
4. The HAP Contract will contain all required information as provided at 24 CFR §983.203.
5. When supportive services are included in the agreement, contracts for project-based vouchers will not be executed until DHA receives a fully executed contract between the owner and service provider(s) for the provision of the supportive services necessary to ensure the housing success of the target client group.

B. Extension/Renewal of Term

At any time before expiration of the initial term, DHA may agree to extend the term of the HAP contract for an additional term of up to 20 years, if DHA determines an extension is appropriate. Subsequent extensions are subject to the same limitations any renewals or extension of the project-based HAP Contract is subject to future availability of funding under DHA's ACC. Owners that are requesting a renewal must submit a Contract Renewal Request Form at least 120 days before the contract expiration.

C. Termination of HAP Contract

1. Cost Savings Measures

Before termination of a HAP contract, DHA will first pursue cost savings measures. DHA will make every effort to preserve affordable housing. DHA's cost savings measures are outlined in DHA's Shortfall Procedure at 500-1.3.

2. Termination by DHA for Insufficient Funding

As provided in the HAP contract DHA's contractual commitment is subject to availability of sufficient funding as determined by HUD or DHA in accordance with HUD instructions. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, DHA has the right to terminate the HAP contract by notice to the owner for all or any units under contract.[23] The HAP contract will provide that the term of DHA's contractual commitment is subject to the availability of sufficient appropriated funding (budget authority) as determined by HUD or by DHA in accordance with HUD instructions.

3. Termination by Owner for Reduction Below Initial Rent

If a rent reasonableness test results in a reduced amount below the contract rent, the owner may elect to terminate the HAP contract and the tenant must be offered the next available tenant-based voucher.[24]

4. Termination by DHA for Failure to Supply Agreed-upon Supportive Services

Since supportive services are an essential element of assisting currently or formally homeless individuals or other special need populations, DHA will terminate the contracts of owners who fail to maintain the agreed-upon supportive services, outlined in the MOU/MOA between owner and provider for PBV clients. Should this occur, the clients will be issued Housing Choice Vouchers and be referred to entities that can provide needed supportive services.

5. Termination by DHA for Failure to meet Housing Quality Standards

If the property fails to meet Housing Quality Standards and the owner fails or is unable to make necessary improvements to the property, DHA will exercise any available remedies up to and including terminating the HAP contract, and issuing tenant-based housing choice vouchers to the clients.

D. HAP Contract Amendments

1. Substituting Contract Units

At the discretion of DHA, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract. DHA must inspect the proposed substitute unit and must determine the reasonable rent for such unit.

2. Add Contract Units

At the discretion of DHA, existing PBV HAP contracts may be amended to add contract PBV units to the same project without competitive selection, by mutual agreement of DHA and the owner, if DHA has adequate voucher and budget authority at the time the request is received, and:

[23] 24 CFR §983.205c

[24] 24 CFR §983.205d

a. The project undergoes a new SLR and is approved by HUD.

b. The total number of units in the building that will receive PBV assistance will not exceed 25 percent of the number of dwelling units in the project, unless excepted units[25].

c. The owner is in good standing and has acceptably performed all requirements under the HAP contract.

d. Addition of unit is consistent with any DHA requirement for PBV units at the time the request is made.

e. The amendment is subject to all PBV requirements.

Section XI. DHA Monitoring of Supportive Services

When supportive services are provided, owners and/or supportive service providers for PBV units with special needs populations are obligated to report to DHA regarding any changes in the supportive services *before* the changes are made (i.e. any changes in the Service Provider Agreement in the original RFP). DHA must not require participation in the supportive services as a condition of living in a PBV unit; however, the service provider and owner may include supportive service agreements as part of the leasing agreements. DHA requires quarterly reports from supportive service agencies (i.e. lease compliance, if a client has vacated the unit, and/or any other action that would violate DHA's PBV program).

As part of the PBV application process, each owner/project sponsor must articulate key program goals and core performance indicators in their proposal. The owner/project sponsor will be required to describe how participant households will be monitored for compliance with their PBV Contract of Family Participation/Family Obligations. During each 12-month cycle of the family's contract, the owner/project sponsor must certify that it continues to provide supportive services. This data should be included in the annual performance report (PBV-APR) to be submitted to DHA.

Section XII. Occupancy

A. Unit Selection (for Existing Housing and Rehabilitated PBV)

DHA anticipates that it will offer several types of project-based assistance programs; therefore, the unit selection will be based on the needs of that particular project and determined by the owner with final approval by DHA. After HAP contract execution, the owner must seek written approval and a HAP contract amendment to make any substitutions to the units or the unit mix.

B. Protection of In-Place Families

The protection for victims of domestic violence, dating violence, sexual assault, and/or stalking, as provided in 24 CFR Part 5, subpart L, apply to participants in the PBV program.

To minimize displacement of in-place families, for an existing unit or one requiring rehabilitation and occupied by an eligible family on the proposal selection date, the in-place family must be placed on the DHA's waiting list (if not already on the waiting list) and, once its continued eligibility is determined, given an absolute selection preference and referred to the project owner for an appropriately-sized PBV unit in the project.

For existing units or those requiring rehabilitation, an eligible family that is residing in a proposed contract unit, on the date of proposal selection, is considered an "in place family". Eligible in-place families will be given a selection

[25] 24 CFR §983.207(b) and PIH Notice 2017-21 Attachments C and J.

preference and will be placed on the waiting list for the project. DHA may deny assistance to the family for the grounds specified in 24 CFR 982.552 and 982.553.

Eligible in-place families are not subject to income targeting requirements.

If an in-place family is determined ineligible by DHA or does not wish to participate in the PBV program, DHA will give the owner the option to substitute that particular unit for another unit, or the owner can wait until the end of the family's lease term. DHA must not select or enter into an agreement or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. The owner cannot evict (displace) any families prior to lease expiration for the purposes of moving an eligible PBV family into the unit.

C. Waiting List

1. The protection for victims of domestic violence, dating violence, sexual assault, and/or stalking, as provided in 24 CFR Part 5, subpart L, apply to admission to the PBV program.

2. PBV properties, whose contract award specified assistance to special needs populations (per the RFP) will submit referrals to DHA's PBV site-based waiting list. Any families selected from DHA's site-based waiting lists must meet owners' screening criteria prior to receiving a project-based voucher. The owner can help ensure timely turnaround of vacant units by conducting outreach efforts in accordance with DHA policies. If the supportive service provider makes referrals to the owner, it is still the owner's responsibility to conduct screening on qualified families referred by DHA.

3. When an entire property is subsidized by PBV, (e.g. a large senior development) and when the property has received Low Income Housing Tax Credits (LIHTC), the owner will develop and maintain a site-based waiting list consistent with Title VI of the Civil Rights Act of 1964 and all applicable requirements of 24 CFR §5, 982, and 983. DHA will be responsible for and will oversee the initial development of the waiting list and owner's actions in administering the waiting list. On-site monitoring visits will take place weekly during lease-up and at least quarterly after lease-up.

   a. In practice, this means that DHA will notify all potentially eligible families and individuals on its regular HCV waiting list that they may apply for admission to the open PBV list;

   b. DHA will require that the PBV owner of the LIHTC property establish its waiting list in a manner that complies fully with both the 24 CFR Parts 982 and 983 and the LIHTC requirements. The waiting list will be established using DHA's operating program software so that it can be tracked in real time by DHA;

   c. During lease-up and subsequent re-leasing DHA will carry out all processes necessary to determine eligibility and rent. This will include the following actions:

      1. Reviewing the application package for completeness and internal consistency;

      2. Reviewing applicant-provided information such as photo IDs, social security cards, birth certificates and HUD 214 forms;

      3. Verifying all information on income, citizenship or eligible immigration status, social security numbers and all deductions;

      4. Determining each family's annual income, adjusted income, utility allowance (if applicable), total tenant payment and tenant rent;

5. Conducting the criminal history check on all adult applicants;
6. Referring eligible applicants to the owner for pre-occupancy screening, unit assignment, leasing and orientation

4. The waitlist contains, but is not limited to the following information for each applicant:
    a. Date and time or lottery of application
    b. Applicant name, address, social security number, and contact number
    c. Family unit size
    d. Family size
    e. Racial or ethnic designation of head of household
    f. Income source
    g. Annual gross income
    h. Program qualifications

D. Tenant Screening

1. DHA option. DHA determines eligibility for the Section 8 PBV program, but DHA has no responsibility or liability to the owner or to any other person for the family's behavior or suitability for tenancy. However, DHA may elect to screen applicants for criminal background and debts owed to DHA or any other PHA, and may deny admission based on the screening results.
2. Owner responsibility. The owner is responsible for screening and selection of the family to occupy the owner's unit. The owner may consider a family's background with respect to such factors as payment of rent and utility bills, caring for a unit and premises, involvement in any drug-related criminal activity or other criminal activity is a threat to the health, safety, or property of others, respect for the rights of other residents to the peaceful enjoyment of their housing, and compliance with other essential conditions of tenancy.
3. Depending upon the proposed client group to be served in the PBV program, DHA may waive its criminal background screening requirements beyond the mandatory statutory prohibition against assistance to persons who have been convicted of manufacturing methamphetamines on the premises of assisted housing or persons who are subject to a lifetime registration requirement as sex offenders. The family must comply with all other HCV program participant screening and eligibility requirements. Exceptions to the criminal background requirement will be reviewed on a case by case basis and must be approved by DHA. The service provider must submit a written request for a criminal background waiver on behalf of the family.

E. Tenant Selection

The owner is responsible for developing written tenant selection procedures. Tenant selection procedures must be approved by DHA prior to the execution of the HAP contract. Owners are responsible for selection of tenants for units assisted with project-based vouchers from among the families on the waiting list. Project-based voucher holders must come from outreach efforts conducted by the property owner/manager in accordance with DHA policies.

DHA may select families who are active participants in its tenant-based voucher program and those who have applied for admission to the HCV program or only to a specific PBV site.

DHA will collect the required forms from tenants to be in compliance with DHA PBV requirements. These forms will include, but will not be limited to: Form HUD-9886, Declaration of Citizenship Status, Application for Assistance, Criminal Background Release, and Statement of Family Obligations.

The owner will be responsible for collecting all the required screening forms and determining the tenant's suitability for residency in their property. The owner/service provider will provide an electronic copy (fax or scan) of the application materials to DHA to verify program eligibility. All tenant transactions will be managed by the manager.

Except for in-place residents who receive PBV assistance, not less than 75 percent of the families admitted from DHA's tenant-based and project-based the waiting list during DHA's fiscal year shall be extremely low-income families.

Occupancy Standards

DHA will use the same occupancy standards for project-based participants as for HCV participants. In the event that the current project-based waiting list does not contain applicants that meet the criteria for units available, the next eligible applicant may be selected so long that at least one person occupies each bedroom.

F. Lease Term

The initial lease term for project-based units is one year.

G. Conversion to Tenant Based/Portability Voucher

Families who reside in a project-based unit for at least twelve months may request to move with continued assistance (tenant-based assistance), if funding is available. Families are subject to the same rules as any other tenant-based participant. The family that moves out of the project-based unit is replaced with a new household from the waiting list. If a voucher is not available, the family may remain in the project-based unit for the remainder of the HAP contract. The family will be placed on the project-based HCV waiting list and will be issued a voucher when one is available prior to a family on the HCV waiting list.

H. Annual Reexaminations and Interim Reexaminations

1. Families who reside in a project-based unit may experience changes in their income or family composition.
2. In the properties where DHA is handling the waiting list, DHA will perform all interim adjustments and annual recertification.
3. At the LIHTC properties where the owner is handling the waiting list with DHA monitoring, DHA will provide the owner with the required forms to complete all interim reexaminations on the property and a checklist for the needed documents, or provide digital access for recertification through the Rent Café. The interim packet will be sent electronically (via fax or scan) to DHA to process. DHA will provide the owner with the rent change notice letter and the copy of the Form HUD-50058 for their records.

   DHA will coordinate with the owner to complete annual reexaminations on the property for all the residents. DHA will provide the owners with the annual reexamination forms packet (which will also be available on the internet), and digitally through the Rent Café. The owner will be responsible for providing the packets to the

families at least 120 days prior to their annual reexamination and must collect the packets at least 60 days prior to the anniversary of their annual reexamination date. In most cases, the annual reexamination date will be the first day of the month in which the family moved in (lease date), although this may not always be the case.

DHA will collect the annual reexamination packets from the owner 60 days prior to annual reexamination anniversary date, and process the annual reexaminations and provide the owner a notice of rent change and completed reexam at least 30 days prior to the anniversary of the annual reexamination. In some cases, DHA will have to make arrangements to meet with the family; however, it is the owner's responsibility to collect the annual reexamination packets and supporting documentation from the family.

DHA will conduct an annual reexam briefing with families to review the program requirements, update families of changes to the program, and to discuss project concerns with the family. DHA will provide the owner with notice of briefing appointment and the owner should provide a common space for these briefings on the property.

DHA will provide instruction for residents wishing to recertify through the Rent Café. Computer kiosks are available at DHA for recertification if needed.

I. Vacancy Payments

DHA will provide PBV owners an opportunity to retain the full HAP for the calendar month in which a tenant vacates, plus a vacancy payment equal to 80 percent of the contract rent for the following calendar month so long as the unit is not re-leased and occupied. The HAP contract will not provide for vacancy payments after that date.

DHA will pay vacancy loss as outlined above following a client move-out if:

1. The owner gives DHA prompt written notice of the vacancy;
2. The vacancy is not the fault of the owner;
3. The owner has taken every reasonable action to minimize the likelihood and length of the vacancy;
4. The owner provides any additional information required and requested by DHA to verify that the owner is entitled to vacancy payment.

J. Reduction in the contract number of Project-based Units

Project-based units that are not rented by an eligible family within 180 days of becoming vacant will be terminated from the project-based assistance contract. Appeals will be allowed, but will be granted only in extraordinary circumstances. A unit that has consistently failed HQS inspections will also be terminated from the project-based assistance contract.

K. Termination of Service Provider/Owner Relationship

If at any time, the supportive service provider terminates the relationship with the owner or the owner chooses to terminate the relationship with the service provider, DHA will review the HAP contract and the procurement of the services to determine if the HAP contract should be terminated or continued. Any changes in ownership or service provider must be approved in writing through a HAP contract amendment by DHA. DHA reserves the right to not make any requested amendments to the contract.

If contract is terminated prematurely, DHA will offer the PBV tenants an HCV voucher at the end of their existing lease term. The tenant may choose to remain on the property under the HCV program or can relocate using the HCV voucher.

Section XIII. Housing Quality Standard (HQS) Inspections and Rent Reasonableness

A. Pre-Selection Inspection

DHA must examine the proposed site before the proposal selection date to determine if the units substantially comply with HQS. DHA shall inspect each contract unit before executing a HAP contract.

B. Pre-HAP Contract Inspections

DHA must inspect each contract unit before execution of the HAP contract. DHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.

C. Turnover Inspections

Before providing assistance to a new family in a contract unit, the DHA must inspect the unit. The DHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.

D. Biennial Inspections

At least biennially during the term of the HAP contract, DHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, then DHA must re-inspect 100 percent of the contract units in the building.

E. Housing Accessibility for Persons with Disabilities

The housing must comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR part. 8.

Housing first occupied after March13, 1991 shall comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable.

F. Rent Reasonableness and Rental Adjustments

DHA will conduct a rent reasonableness survey on all units prior to the execution of the HAP contract. If the owner desires a rental adjustment at the anniversary of the HAP contract, the owner must request a rental adjustment in writing at least 90 days prior to the HAP contract anniversary. DHA will determine whether the rent requested is reasonable and will make the appropriate adjustments (increase or decrease) in order to comply with rent reasonableness requirements.

DHA will only entertain rental adjustment requests at anniversary of HAP contract and not on family lease terms, which may or may not coincide. The application of the approved rental adjustment will be processed for all assisted units within the HAP contract, regardless of the lease term per family; so long as proper notice has been provided.

Addendum #8

Dallas Housing Authority

Section 8 Programs

Walker Settlement Voucher Program SVIP 2019

Addendum 8: Walker Settlement Voucher Program

Section I. General

DHA, Housing Solutions for North Texas (DHA) is a party to the landmark housing desegregation lawsuit *Walker et al v. HUD et al* (3:85-CV-1210-R). Various aspects of the lawsuit have been settled since its filing in 1985. The U.S. Department of Housing & Urban Development (HUD) agreed to provide 3,205 Section 8 Housing Choice Vouchers to be utilized as a remedy to address the vestiges of discrimination. The Settlement Stipulation and Order dated March 8, 2001 provides resources for a program that places Class Members in neighborhoods of their choice. HUD also provided funds to be used to provide mobility services to the Class Members (African American individuals). On April 26, 2001 the court filed the Order Approving the Plan for DHA's Implementation of HUD Settlement as DBA's Section 8 Substitution Plan that sets out the obligations to remedy past racial segregative acts. DHA, in compliance with the orders of the federal district court, established an Implementation Plan that more fully describes the initiatives DHA will undertake to meet the objectives of the lawsuit.

Section II. Needs and Objectives

Due to housing practices established by federal and local government, low-income African American individuals have not had equal access to housing opportunities as non-African Americans. The practice of discrimination has been long documented in civil rights litigation. African Americans have been relegated to what has been determined as the least desirable neighborhoods with limited ability for mobility. Consequently there is a need to remedy this by expanding housing opportunities while addressing the needs and concerns of African American Families. Throughout the development of the Walker lawsuit, the City of Dallas as well as HUD made commitments to contribute to the eradication of vestiges identified in the lawsuit.

The housing choice voucher program is a vehicle that can afford choice and mobility. The court in the Walker lawsuit found that the individuals (Class Members) affected by the past discriminatory acts enumerated in the lawsuit should have housing opportunities in predominantly white areas, as defined by the court. The definition of predominantly white has been modified to one that no longer distinguishes race but continues to examine whether a neighborhood is non-poverty. Accordingly census tracts have been identified and approved by the court as the only locations that an eligible Family may lease under the Walker Settlement Voucher Program. The approved census tracts are included as an attachment to the Implementation Plan. DHA will administer 3,205 Section 8 Housing Choice Vouchers in order to expand housing opportunities in non-poverty targeted neighborhoods.

The objectives of this Walker Settlement Voucher program, in addition to expanding housing opportunities, are to provide financial assistance for application fee, security deposits and moving assistance.

While the entities that discharge the services to the 3,205 Class Members may occasionally vary, espoused in court approved documents, DHA is committed to the enrichment of Walker Settlement Families. To further assist in the objectives to resolve the barriers faced by Class Members in leasing housing, the Walker Settlement Voucher Participants will be given a payment standard of up to 125%. DHA has an objective to respond to operations concerns faced in administration of the program and will incorporate necessary modifications in its

annual Walker Settlement Voucher Implementation Plan filed with the court for approval. DHA will receive court approval of the budget prior to making disbursements of funds from HUD transmitted for use in this program.

Section III. Eligibility and Applications

Only Class Members may receive a Walker Settlement voucher. The class is defined as follows: all African American persons who, in the past, currently, or in the future: lived or live in public housing; or received or receive Section 8 assistance; applied or will apply for public housing or Section 8 assistance pursuant to a program administered by DHA. See Agreed Order Certifying Rule 23(b) (2) Class filed with the U.S. District Court, Northern District of Texas in the Walker case.

Class Members on the Housing Choice Voucher waiting list will be made eligible and identified to be briefed. During the briefing, Families will be informed of the benefits under the Walker Settlement Voucher Program and advised that a permit to shop for housing will be issued. The Families will also be informed that once a permit is issued with restrictions to lease in a court targeted area, that the opportunity to search will be terminated requiring reapplication if housing is not secured within 120 days.

In the event housing is located using the permit a voucher will be issued to allow the contractual requirements under the program to be consummated. In the event a Family chooses not to avail themselves of the opportunity or is unsuccessful in their housing search, DHA will offer the' opportunity to the next eligible Family on the waiting list.

Section IV. Outreach and Relocation

DHA will ensure that the Walker Settlement Voucher Families receive services as noted and approved by the court in the Implementation Plan. DHA will work cooperatively with the non-profit organization Inclusive Community Partners (ICP) or any other court designated organization to communicate with the Walker Settlement Voucher Families and facilitate a means for the provision of services through various outreach initiatives and programs. As stated in the Walker Settlement Voucher Implementation Plan, any voucher holder who leases under the program will continue to have the benefit of up to 125% payment standard as long as the Family continues to successively lease in a court targeted area. At the point a Family leases in a non-eligible census tract pursuant to the program guidelines, the Family will utilize the payment standards for the Housing Choice Voucher Program.

Section V. Program Evaluation Monitoring

DHA will file reports with the court and transmit reports to Plaintiffs' counsel as dictated in the applicable court orders in the Walker lawsuit. DHA also will comply with directives as noted in the Agreed Final Judgment executed December 21, 2004.

Section VI. Governance of the Section 8 HCV Program

The Section 8 Housing Choice Voucher Program Administrative Plan's operational directives regarding DHA Section 8 Housing Choice Voucher Program are applicable to participants under this program. Other individuals on DHA's Section 8 Housing Choice Voucher Program will not use these vouchers unless they meet

the pre-requisites established under the plans governing the program.

Addendum# 10

Section 8 Homeownership Program Policy

Section I. Statement of Policy

The Housing Authority of the City of Dallas, Texas (DHA), has elected to implement a Homeownership program for Families participating in the Section 8 Housing Choice Voucher Program. Administration of this homeownership program will comply with the regulations established by the U.S. Department of Housing and Urban Development (HUD) as found in 24 CFR 982.625 as well as other applicable HUD regulations and directives, DHA policy and this plan.

Section II. General

The goal of the Section 8 Homeownership Program is to expand homeownership opportunities for Families who are DHA Section 8 Housing Choice Voucher recipients. Families must meet the HUD and DHA program requirements for program participation.

Section III. Program Qualification Requirements

The program requirements for the Section 8 Homeownership voucher program are divided into four (4) categories: Family qualification, unit qualification, seller qualification and environmental qualification.

A. Family Qualification Requirements

Families must meet requirements to be certified for participation in the Section 8 Homeownership Program. DHA shall not provide homeownership assistance for a Family unless DHA determines that the Family satisfies all program requirements at the commencement of homeownership assistance for the Family. The Family must meet the HUD and DHA program requirements listed below:

1. The Family must be a participant in the Section 8 Housing Choice Voucher program.
2. The Family must be a first-time homeowner.

For a Family to be considered a "first-time homeowner," no Family member may have owned any residential property during the three years prior to the commencement of Section 8 Homeownership assistance.

The term "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.

3. The Family must meet minimum income requirements.

The Family must demonstrate the annual income (gross income, as determined by DHA) of the adult Family members who will own the home at commencement of homeownership assistance is not less than the Federal minimum hourly wage multiplied by 2,000 hours. Except in the case of an elderly Family or a Disabled Family, DHA shall not count any welfare assistance received by the Family in determining annual income. In the case of a Disabled Family the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone multiplied by twelve shall be used to determine minimum income requirements.

4. The Family must meet employment requirements.

One or more adult members of the Family who will own the home at commencement of homeowner assistance must be currently employed on a full- time basis (not less than an average of 30 hours per week) and have been continuously so employed during the year before the commencement of homeownership assistance for the Family.

5. The Family must not have defaulted on a mortgage securing debt to purchase a home under the Section 8 homeownership program.

6. Except for cooperative members who have acquired membership shares prior to the commencement of homeownership assistance, the Family must not have entered into a contract of sale.

7. The Family must satisfactorily complete the DHA program of required pre-assistance homeownership counseling.

8. The Family is currently enrolled in or is a successful graduate of the Family Self-Sufficiency (FSS) Program.

B. Unit Qualification Requirements

Prior to approving a contract for sale for a Section 8 Homeownership residence, DHA shall determine that the unit satisfies all the following eligibility requirements. The unit must be under construction or existing at the time the sales contract is entered. The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium. The unit must be inspected by a DHA inspector for compliance with HUD's Housing Quality Standards (HQS) and by an independent certified inspector designated by the Family. The independent inspector will inspect the major systems of the home. A copy of this inspection report must be provided to DHA within 10 calendar days from the date of the inspection. DHA shall review the inspection report within 10 calendar days of receipt. DHA shall have the discretion to disapprove a unit for assistance under the homeownership program based on negative information included in the inspection report

C. Seller Qualification Requirements

DHA shall not commence homeownership assistance for occupancy of a home if DHA has been informed that the seller of the home is debarred, suspended, or subject to a limited denial of participation by the U.S. Department of Housing and Urban Development.

D. Environmental Qualification Requirements

As required in 24 CPR 982.626 (c), DHA shall require the purchaser to obtain and maintain flood insurance for units in special flood hazard areas, prohibit assistance for acquiring units in the coastal barriers resource system, and require notification to the purchaser of units in airport runway clear zones and airfield clear zones. Owners must certify that units built prior to 1978 meet lead based paint clearance requirements.

Section IV. Requirements for Family Search and Purchase

Following DHA certification of a Family as an eligible Section 8 Homeownership program participant, the Family shall have a maximum of 180 days to locate and purchase a home. DHA shall require periodic Family reports on the Family's progress in finding and purchasing a home. If the Family is unable to purchase a home within the maximum time established by DHA, DHA may grant one thirty (30) day extension. After such time the Family will be notified they are no longer eligible for homeownership assistance.

Before commencement of homeownership assistance, the Family must execute a statement of Family obligations in which the Family agrees to comply with all Family obligations. under the homeownership program.

Section V. Contract of Sale

Before commencement of homeownership assistance, a member or members of the Family must enter into a contract of sale with the seller of the unit to be acquired by the Family. The Family must give DHA a copy of the draft contract of sale prior to execution. DHA shall have five (5) business days from the date of receipt to review and approve or disapprove the contract of sale prior to its execution. The contract of sale must:

A. specify the price and other terms of sale by the seller to the purchaser;

B. provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent certified inspector selected by the purchaser;

C. provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;

D. provide the purchaser is not obligated to pay for any necessary repairs; and

E. contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation in: any U.S. Department of Housing and Urban Development program.

Section VI. Financing Purchase of Home

DHA will require a minimum cash down payment of 3% of the purchase price to be paid by the purchaser, of which 1% must be from the Family's personal resources. DHA will prohibit seller financing, balloon payments and variable interest rate loans.

Requirements for financing the purchase of a home to be assisted under the homeownership program include qualification of lenders (case-by-case approval). Lenders must be insured or guaranteed by the state or federal government; comply with secondary mortgage market underwriting; and comply with generally accepted mortgage underwriting standards.

Section VII. Continued Assistance Requirements and Family Obligations

A. Occupancy of Home

Homeownership assistance may only be paid while the Family is residing in the home. If the Family moves from the home, DHA will not continue homeownership assistance after the month when the Family moves out.

B. Family Obligations

While receiving Section 8 Homeownership assistance, the Family must comply with the following obligations: ·

1. Counseling - To the extent required by DHA, the Family must attend and complete-post homeownership and housing counseling.

2. Compliance with mortgage - The Family must comply with the terms of any mortgage securing debt incurred to purchase the home.

3. Prohibition against conveyance or transfer of home - So long as the Family is receiving homeownership assistance the home may not be transferred.

4. Use and Occupancy of the home-The Family must use the assisted unit for residence by the Family. The unit must be the Family's only residence. The composition of the assisted Family residing in the unit must be approved by DHA. The Family must promptly inform the DHA of the birth, adoption or court-awarded custody of a child. The Family must longer resides in the unit. The Family must not sublease or let the unit.

C. Supplying Required Information

The Family must supply any required information DHA or HUD determines is necessary in the administration of the program, including information regarding annual income, Family composition and submission of required evidence of citizenship or eligible immigration status. In addition to other required information, the Family must supply any information required by DHA or HUD concerning any mortgage or other debt incurred to purchase the home; any refinancing of such debt including information needed to determine whether the Family has defaulted on the debt and the nature of any such default; information on any satisfaction or payment of the mortgage debt; any sale or other transfer of any interest in the home; or the Family's homeownership expenses.

D. Notice of Mortgage Default

The Family must immediately notify DHA in writing if the Family defaults on a mortgage securing any debt incurred to purchase a home under the Section 8 Homeownership Program. The Family is solely responsible for any foreclosure proceedings initiated as a result of a mortgage loan default,

E. Prohibition on Ownership Interest on Second Residence

During the time the Family receives homeownership assistance, no Family member may have any ownership interest in any other residential property.

F. Refinancing

Prior to initiating any refinancing of the initial mortgage, Families must receive DHA written approval. Families may refinance to take advantage of lower interest rates or better mortgage terms.

Section VIII. Maximum Term of Homeownership Assistance

A. Maximum Term of Assistance

Except in the case of a Family that qualifies as an elderly or Disabled Family, the Family shall not receive homeownership assistance for more than ten years.

B. Applicability of Maximum Term

The maximum term applies to any member of the Family who has an ownership interest in the unit during the time that homeownership assistance is provided or is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

C. Exception for Elderly and Disabled Families

As noted in paragraph A of this section, the maximum term of assistance does not apply to a Family that qualifies as an elderly or Disabled Family. In the case of an elderly Family, the exception only applies if the Family qualifies as an elderly Family at the commencement of homeownership assistance. In the case of a Disabled Family, the exception applies if at any time during receipt of homeownership assistance the Family qualifies as a Disabled Family.

If, during the course of homeownership assistance, the Family ceases to qualify as a disabled or elderly Family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a Family must be provided at least six months of homeownership assistance after the maximum term becomes applicable.

D. Assistance for Different Homes or PHAs

If the Family has received such assistance for a different home, or from other PHAs, the total of such assistance terms is subject to the maximum term described in paragraph A of this section.

Section IX. Amount and Distribution of Monthly Homeownership Assistance Payment

A. Amount of Monthly Homeownership Assistance Payment

While the Family is residing in the home, DHA shall pay a monthly homeownership assistance payment on behalf of the family equal to lower of the payment standard minus the total tenant payment, or the Family's monthly homeownership expenses (as defined in paragraph D of this section) minus the total tenant payment.

The payment standard for a Family is the lower of the payment standard for the Family unit size or the payment standard for the size of the home.

DHA will use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership program as for the rental voucher program.

C. Exception Payment Standard Area

If the home is located in an exception payment standard area, DHA will use the appropriate payment standard for the exception payment standard area.

D. Determination of Homeownership Expenses

Homeownership expenses for a homeowner may only include amounts allowed by DHA to cover:

1. principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home; .

2. real estate taxes and public assessments on the home;

3. homeowner insurance;

4. allowance for maintenance expenses in the amount of $500 annually;

5. DHA utility allowance for the home;

6. DHA allowance for costs of major repairs and replacements in the amount of $500 annually; and

7. principle and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home.

If a member of the Family is disabled such debt may include debt incurred by the Family to finance costs needed to make the home accessible for such person, if such costs are determined to be costs needed for reasonable accommodation.

If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

E. Housing Assistance Payment

DHA shall pay homeownership assistance payments directly to the lender on behalf of the Family. If the lender is not amenable to this form of payment, DHA shall have the discretion to arrange alternative forms of payment. Such forms of payments will be made on a case-by-case basis.

F. Automatic Termination of Homeownership Assistance

Homeownership assistance for a Family will terminate 180 calendar days after the last housing assistance payment is made on behalf of the Family.

Section X. Portability

In accordance with 24 CFR 982.636, a Family may qualify to move outside DHA's jurisdiction with continued homeownership assistance under the voucher program. A Family determined eligible for homeownership assistance by DHA may purchase a unit outside of DHA's jurisdiction, if the receiving PHA is administering a voucher homeownership program and is a voucher homeownership program and is accepting new homeownership Families. The Family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA shall determine if the financing for and physical condition of the unit are acceptable.

Section XI. Move with Continued Tenant-Based Assistance

A Family receiving homeownership assistance may move to a new unit with continued tenant- based assistance contingent upon DHA approval. The Family may move either with voucher rental assistance or with voucher homeownership assistance.

DHA shall not continue tenant-based assistance for occupancy of the new unit so long as any Family member owns any title or other interest in the prior home.

Section XII. Denial or Termination of Assistance for Family

At any time, DHA shall deny or terminate homeownership assistance for a Family for the following reasons:

A. the Family moves without giving proper notice;

B. DHA determines that the mortgage lender is entitled to payments due to non-payment of Family portion of the mortgage;

C. the Family notifies the lender and DHA that it wishes to terminate assistance;

D. any member of the Family has engaged in drug related criminal activity, or violent criminal activity as defined in24 CFR 982.553;

E. DHA has reason to believe a member of the Family is illegally using a controlled substance;

F. any member of the Family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program;

G. DHA has reason to believe any member of the Family is using alcohol to such an extent that it would interfere with the health, safety, or right to peaceful enjoyment of the premises;

H. the Family fails to comply with the Family's Family Self-Sufficiency Contract of Participation, if applicable;
.

I. any member of the Family fails to sign and submit to HUD or DHA required consent form/s for obtaining information;

J. one hundred eighty (180) days has elapsed since the last housing assistance payment was made on behalf of the Family;

K. any member of the Family illegally uses, manufactures or possesses a controlled substance;

L. DHA has reason to believe any member of the Family engages in or has engaged in violent criminal activity or other criminal activity that threatens the safety of neighbors, DHA staff or other persons;

M. any member of the Family engaged in any criminal activity that resulted in a felony conviction;

N. any member of the Family is convicted of manufacturing or producing methamphetamine on the premises of a federally assisted property;

O. any member of the Family fails to comply with Family Obligations; or

P. the Family defaults on the mortgage loan.

Addendum # 11

Dallas Housing Authority

Section 8 Programs

CPSH Settlement 2020

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

COMMUNITY FOR PERMANENT SUPPORTED HOUSING; CYNTHIA CURTIS; MARY HUBBARD; IRENE NIEMOTKA; MARGARET ("PEGGY") SHADDUCK; and KELLY WATERMAN,	§	
Plaintiffs,	§	**Case No. 3:18-cv-02030-K**
V.	§	
HOUSING AUTHORITY OF THE CITY OF DALLAS, TEXAS,	§	
Defendant.	§	

MUTUAL SETTLEMENT AND RELEASE AGREEMENT

This Mutual Settlement and Release Agreement ("Agreement") is entered into by and between Plaintiffs Community for Permanent Supported Housing ("CPSH"), Cynthia Curtis ("Curtis"), Mary Hubbard ("Hubbard"), Irene Niemotka ("Niemotka"), Margaret (Peggy) Shadduck ("Shadduck") and Kelly Waterman ("Waterman"), and Defendant the Housing Authority of the City of Dallas, Texas, ("DHA"). CPSH, Curtis, Hubbard, Niemotka, Shadduck, Williams and DHA (collectively referred as the "Parties") agree as follows:

1. CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman (collectively hereinafter referred to as the "CPSH Plaintiffs" or "Plaintiffs") filed Plaintiffs' Original Complaint (hereinafter "the Complaint") in Cause No. 3:18-CV-2030, in the United States District Court for the Northern District of Texas, Dallas Division (the "Lawsuit"), on August 6, 2018, naming DHA, as Defendant. Defendant DHA timely answered the Complaint, and asserted a number of affirmative defenses. DHA thereafter filed a Motion to Dismiss, which was granted by the Court on April 2, 2019. Plaintiffs appealed the Court's decision, and that appeal is currently pending before the United States Court of Appeals for the Fifth Circuit (the "Appeal.")

2. This Agreement shall not in any way be construed as an admission of liability by any party hereto or as an admission against interest by any party. This Agreement has been acknowledged by DHA's Board of Commissioners (the "Board"), and shall not be effective until the date this Agreement has been executed by all parties.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and will bind CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman, their shareholders, principals, officers, directors, heirs, estate, successors and

assigns and DHA, its employees, past, present and future officers to the terms expressed herein.

4. The Parties acknowledge that they are settling the Lawsuit solely to avoid the difficulty, expense and uncertainty of further litigation. It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the consideration transferred herein is to compromise disputed claims, avoid litigation, and buy peace, and that no payments made nor releases or other consideration given shall be construed as an admission of liability on the part of DHA, the Texas Municipal League Intergovernmental Risk Pool, or any other person, entity, parties, firm, association or corporation, in privity with DHA or the Texas Municipal League Intergovernmental Risk Pool, all liability being expressly denied. The Parties further agree that this Agreement, its terms and/or the Parties' negotiations of it shall not constitute or be construed as an admission by DHA of the truth of any of the allegations made or of any liability, fault, or wrongdoing of any kind whatsoever. This Agreement or any of its terms shall not be offered as or received into evidence in any pending or future civil, criminal or administrative proceeding or action against any Party hereto in any court, administrative agency or other tribunal, for any purpose whatsoever, except as may be necessary to enforce or to effectuate the terms of this Agreement.

5. In exchange for the execution of this Agreement and dismissal of the Lawsuit with prejudice (as described and with the conditions expressed below), the Parties agree as follows:

a. DHA agrees to make a total of five (5) Tenant-Based Vouchers ("TBV's") per year available to persons or households referred by CPSH between December 15, 2019 and December 14, 2020, December 15, 2020 and December 14, 2021, and December 15, 2021 and December 14, 2022, which amounts to a total of fifteen (15) TBV's over this three (3) year period. The parties also affirm that this Agreement does not preclude CPSH from referring additional individuals with disabilities to DHA.

b. DHA agrees to make a request upon the U.S. Department of Housing and Urban Development ("HUD") to convert a total of five (5) tenant-based Mainstream Vouchers per year for calendar year 2020, calendar year 2021 and calendar year 2022, to project-based vouchers. This will amount to requests by DHA to HUD to allow the conversion of a total of fifteen (15) tenant-based Mainstream Vouchers to project-based vouchers ("PBV's) over this three (3) year period, and is subject to Mainstream Voucher funding availability. In the event that HUD grants one or more of DHA's requests to convert tenant-based Mainstream Vouchers to PBV's, within forty-five (45) days after receiving notice from HUD of the conversion of any such tenant-based Mainstream Vouchers to PBV's, DHA will issue a Request for Proposals ("RFP") for all such converted PBV's. The Parties agree that any such RFP will be issued in accordance with DHA's Procurement Procedures then in effect, and will require compliance with all applicable Federal civil rights and fair housing laws and requirements, including Section 504 and HUD's implementing regulation at 24 C.F.R. part 8. In addition, the Parties agree that any such RFP relating to Mainstream Vouchers converted to PBV's

will not be limited to a specific class of individuals with disabilities, except where provided under law and/or with respect to the eligibility criteria required for Mainstream Vouchers. If, however, HUD denies one or more of DHA's request to convert the aforementioned tenant-based Mainstream Vouchers to PBV's, DHA agrees to make any such non-converted tenant-based Mainstream Vouchers available to CPSH within forty-five (45) days after receiving notice from HUD of the denial of any such conversion request. Furthermore, in the event that a lack of Mainstream Voucher funding availability precludes DHA from requesting conversion of any of the fifteen (15) Mainstream Vouchers referenced in the first sentence of this subparagraph, DHA agrees to replace any of the fifteen (15) Mainstream Vouchers that it cannot make available due to lack of Mainstream Voucher funding availability with TBV's which DHA will make available to CPSH-referred persons or households.

c. The parties agree to meet within thirty (30) days from the date this Agreement is executed to develop a plan about how to work cooperatively on the actions described in this Agreement in light of their mutual desire to increase communication between the two organizations and to discuss next steps to make the vouchers described in this Agreement available.

d. DHA agrees to revise its Request for Reasonable Accommodation form as reflected in the attached Exhibit "A".

e. The Texas Municipal League Intergovernmental Risk Pool, on behalf of DHA, will pay $100,000.00 (One Hundred Thousand and No/100 Dollars) payable to Relman, Dane & Colfax PLLC (this $100,000.00 payment and the vouchers referenced in paragraphs a. and b. above shall hereinafter be referred to collectively as the "Consideration"). This payment will be made not later than two (2) business days after all of the parties to this agreement have executed this agreement.

f. The Parties and their counsel have jointly agreed upon a press release relating to the settlement of this case which may be transmitted to the media, and/or published on DHA's and CPSH's websites, social media, newsletters or otherwise.

6. In consideration of the above, the Parties also covenant and agree to the following:

a. The CPSH Plaintiffs agree to follow the rules, conditions, and procedures for obtaining housing under DHA's Section 8 Housing Choice Voucher policies, federal statutes, and regulations, upon receipt of any vouchers.

b. Upon the acceptance of this agreement, CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman forever and unconditionally release and hold harmless DHA, and their past and present officers, directors, trustees, agents, employees, attorneys, representatives, predecessors, successors, assigns, the Texas Municipal League Intergovernmental Risk Pool, Gerald Bright, David Craft and Walker Bright PC, from any and all claims, complaints, or causes of action of any nature whatsoever, known or unknown, which has/have been asserted or could be asserted

by CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman or anyone claiming by, through or under CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman as a result of or relating to the Lawsuit and the allegations made in the Lawsuit and subsequent Appeal, accruing on or before the date CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman execute this agreement, arising out of or relating to any of the claims made by CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman in the Lawsuit and the appeal of same, including but not limited to any and all claims for or arising under the Fair Housing Act, the Americans with Disabilities Act Title II, Section 504 of the 1973 Rehabilitation Act and any other provision of law that could have been alleged in their lawsuit.

c. Upon the acceptance of this agreement, DHA forever and unconditionally releases and holds harmless CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman, and CPSH's past and present officers, directors, trustees, agents, employees, attorneys, representatives, predecessors, successors, assigns, from any and all claims, complaints, or causes of action of any nature whatsoever, known or unknown, which has/have been asserted or could be asserted by DHA or anyone claiming by, through or under DHA as a result of or relating to the Lawsuit and the allegations made in the Lawsuit and subsequent Appeal, accruing on or before the date DHA's authorized representative executes this agreement, arising out of or relating to any of the claims that were made or which could have been made by DHA in the Lawsuit and the appeal of same.

d. CPSH, Curtis, Hubbard, Niemotka, Shadduck and Waterman acknowledge and the Parties agree that individuals or persons accepting any vouchers made available by DHA will remain subject to any and all of DHA's policies and procedures, HUD regulations and guidelines or any other Federal or State law, pertaining to DHA's Section 8 Housing Choice Voucher Program and/or the Mainstream Program, other than with respect to the Consideration expressed in this Agreement.

7. The Parties agree that this Agreement in no way constitutes a waiver by DHA of DHA's policies and procedures, HUD regulations and guidelines or any other action or right DHA may have under Federal or State law, other than with respect to the Consideration and the claims released herein under the conditions stated, by the execution of this Agreement.

8. The Parties further agree and acknowledge that the DHA makes no guarantee and has no control over whether the CPSH Plaintiffs and their families obtain housing other than with respect to the Consideration.

9. Upon the Parties' full execution of the Agreement, attorneys for the CPSH Plaintiffs will file with the court in the Appeal an agreed motion for dismissal and proposed order as to same and will thereby dismiss with prejudice all of the claims and causes of action in the Appeal and the Lawsuit, with the express agreement and understanding that the DHA is under no obligation under the Agreement if the Appeal is not dismissed with prejudice by the Fifth Circuit Court of Appeals. The CPSH Plaintiffs further agree not to file or refile

a lawsuit against DHA and/or any of its employees on any of the claims released in paragraphs 6b and 6c above.

10. A breach of any term of this Agreement shall give the other party the right to seek monetary damages and other relief for such breach. In any such action, the prevailing party shall be entitled to reasonable attorneys' fees as a part of its costs.

12. This Agreement may be signed in multiple counterparts, each of which shall constitute an original and all of which together shall be considered one instrument. A facsimile, photocopy, or other reproduction of this Agreement or a signature on it shall be as effective as the original Agreement or signature.

13. The provisions of this Agreement are severable. If one or more provisions is determined to be invalid, illegal, or otherwise unenforceable in whole or in part, the remaining provisions, and any partially enforceable provisions, shall be binding and enforceable.

14. It is understood and agreed by each of the CPSH Plaintiffs and DHA that this Agreement is a general release, intended to be full and complete without limitation, except as expressed herein. This Agreement contains the entire agreement between the Parties relating to matters within its scope and constitutes the extent of the consideration and any other consideration for the release contained herein. The terms of this Agreement are contractual and not mere recitals.

15. Each party will bear their own costs and attorneys' fees incurred as a result of the dispute made the basis of the Lawsuit and subsequent appeal, other than as stated herein.

16. The Parties to this Agreement represent and warrant that they have entered into this Agreement of their own free will and in accordance with their own judgment and after consultation with their attorneys, and that they have not been induced to enter into this Agreement by any statement, act, or representation of any kind or character on the part of any other Party hereto, or their agents, servants, employees, representatives, attorneys or affiliated or related entities.

17. The Parties through their respective counsel have negotiated this Agreement. The Parties warrant, represent and agree that they are not relying on the advice of any other Party, or anyone associated with any other Party, as to the legal or other consequences of any kind arising out of this Agreement.

18. The Parties through their respective counsel mutually drafted this Agreement and it is the product of arms-length negotiations, and, therefore, this Agreement shall not be construed more strictly against any party (the Parties expressly waive any rule of contract construction that relates to the identity of the person(s) who drafted this Agreement or to the effect that any ambiguity would be construed against the drafting party).

19. The Parties acknowledge that this Agreement contains the entire agreement of the Parties, that all prior oral or written statements, representations, and covenants are merged into this Agreement, and that any other agreements not expressly stated herein are void and have no further force and effect. The Parties agree that the Agreement may not be amended or modified except by a subsequent, written agreement executed by all of the Parties.

20. This Agreement shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Texas. This Agreement is performable in Dallas, Dallas County, Texas.

21. By their signatures below, each signatory hereto confirms that he/she: (a) is competent to enter into this Agreement and has read and understands this Agreement carefully and completely; (b) has been informed of his/her right to consult with legal counsel, has had ample opportunity to do so, and has in fact done so; and (c) understands and knowingly and voluntarily agrees to the terms, conditions, and waivers set forth in this Agreement. Furthermore, each signatory hereto that is signing on behalf of a corporate entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of such corporate entity, and that this Agreement is a valid and legal agreement binding on such corporate party and enforceable in accordance with its terms.

22. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument.

– signature pages to follow –

[The balance of this page is intentionally left blank.]

IN WITNESS OF THIS AGREEMENT, a duly authorized representative of CPSH has signed below.

Authorized Agent and Representative of CPSH

IN WITNESS OF THIS AGREEMENT, Cynthia Curtis has signed below.

Cynthia Curtis

Cynthia Curtis

IN WITNESS OF THIS AGREEMENT, Mary Hubbard has signed below.

Mary Hubbard

IN WITNESS OF THIS AGREEMENT, Irene Niemotka has signed below.

Irene Niemotka

IN WITNESS OF THIS AGREEMENT, Margaret ("Peggy") Shadduck has signed below.

Margaret ("Peggy") Shadduck

IN WITNESS OF THIS AGREEMENT, Kelly Waterman has signed below.

Kelly Waterman

IN WITNESS OF THIS AGREEMENT, Troy Broussard, as Authorized Agent and Representative of the Housing Authority for the City of Dallas, has signed below.

Authorized Agent and Representative of the
Housing Authority for the City of Dallas

DHA™
Housing Solutions for North Texas

dha

Request For Reasonable Accommodation

This form is to be used by an individual with a disability who is applying for housing assistance or who is currently a participant in the programs administered by DHA Housing Solutions for North Texas. This form is used to request an accommodation, i.e., a change, an exception, or an adjustment to a rule, policy, practice, or service, or a modification that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.

This form should be completed by the applicant/participant with a disability, unless such individual is a minor or cannot complete the form as a direct result of his/her disability. In such case, the designee of the applicant/participant or the responsible adult may complete the form.

If you need assistance in filling out this form, notify a DHA staff member for assistance. For additional information, contact the Section 504/ADA Coordinator at tel. 214-951-8348; 7-1-1 Relay Texas Assistance; or at e-mail 504/ADA@dhadal.com.

Date of Request: _____

1. Head of Household Name: _____
   Date of birth: _____
   Address: _____
   Phone: _____
2. Name of the individual with a disability requesting the accommodation:
   _____
   Date of birth: _____
   Address: _____
   Phone: _____
   Relationship to the Head of Household: _____
3. Name of the person filling out this form, if not the individual listed in nos. 1 and 2 above:
   _____
   Relationship to the individual listed in no. 2 above: _____
4. I need the following accommodation as a result of my disability (be specific about what you need without disclosing the nature and extent of your disability/medical condition):
   _____
   _____
   _____
   _____
5. *If you are requesting a live-in aide*, you must answer the following questions:
   Full name of your prospective live-in aide: _____
   Is your prospective live-in aide a current member of your household?
   [ ] YES [ ] NO

Note: DHA policy does not allow a current member of the household to serve as live-in aide for that household.

6. In response to a request for a reasonable accommodation, DHA may request reliable disability-related information that (1) is necessary to verify that the person has a physical or mental impairment that substantially limits one or more major life activities, (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation. For purposes of this verification process, provide the following:

   Full name (first and last name) of a doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability:

   _____

   Title of this doctor or other medical professional, peer support group, a non-medical service agency, or reliable third party: _____

   Complete mailing address of this doctor or other medical professional, peer support group, non-medical service agency, or reliable third party:

   _____

   Telephone and fax number of this doctor or other medical professional, peer support group, non-medical service agency, or reliable third party: _____

Authorization for Release of Information:

By my signature below, I authorize DHA to contact the healthcare professional listed in #6 above to verify that I, or a member of my assisted family, have a disability and need the accommodation specified above in #4, which is needed as a direct result of this disability. I acknowledge that I am a person authorized to sign this release. I understand that the information to be obtained will be kept confidential and will be used solely for the purpose of determining if the accommodation I have requested can be provided.

Name (printed):

_____

Signature: _____ Date: _____

The Fair Housing Act prohibits discrimination in housing based on color, race, religion, national origin, sex, familial status, or disability.

DHA
Housing Solutions for North Texas

dha.

Transmittal Page for Completed Request for Reasonable Accommodation

This page is to be completed by the DHA staff (Intake & Recertification, Public Housing, and Housing Choice Voucher Programs) working with the Housing Applicant or Participant ("Client") requesting the reasonable accommodation. This page is for internal office use only.

Upon Client's submission of a completed RRA form, DHA staff checks that the form has:

1. All names (first and last) of Head of Household, Individual with Disability requesting the accommodation, and Healthcare Provider;
2. Client's complete and accurate mailing addresses (street number, apartment unit number, city, zip code);
3. Clear statement of the accommodation being requested (e.g., live-in aide, bathroom safety bars, an additional bedroom for medical equipment, assistance animal);
4. Complete and accurate contact information of Client's doctor or other medical professional, peer support group, non-medical service agency, or reliable third party who is in a position to know about the individual's disability and who may provide verification of a disability (mailing address, telephone number, fax number) and this person's professional title (M.D., D.O., N.P., QMHP, others), if any;
5. Client's signature and date on the Authorization for Release of Information.

Name of the Head of Household making this request: _____

Client number:

_____

Name of the individual requesting the accommodation: _____

The client requesting this accommodation is a Public Housing:

[ ] Applicant [ ] Resident

The client requesting this accommodation is a Housing Choice Voucher:

[ ] Applicant [ ] Participant Walker [ ] YES [ ] NO

Printed name and signature of the DHA staff submitting this RRA:

_____

Date: _____

Include any other pertinent information that may be useful to understand this request (except specific information about the client's disability or medical condition):

_____

_____

_____

DRAFT PRESS RELEASE

Dallas, Texas, December XX, 2019-- COMMUNITY FOR PERMANENT SUPPORTED HOUSING ("CPSH") along with individual plaintiffs and DHA, Housing Solutions for North Texas (also known as the Dallas Housing Authority or DHA) today announced that they entered into a settlement agreement in a pending housing discrimination lawsuit. This settlement agreement resolves issues related to the availability of Project-Based Vouchers for persons with Intellectual and Developmental Disabilities in the operating area of DHA: Collin, Denton, Dallas, Ellis, Kaufman, Rockwall, and Tarrant Counties, and reinforces commitments of all parties to improve housing opportunities for people with disabilities.

CPSH and DHA will work together to share information and key dates about voucher availability to people with disabilities, their families, service agencies, and property owners in the Dallas/Fort Worth ("DFW") area. CPSH will be among the organizations that will refer potential voucher holders to DHA.

"This settlement between COMMUNITY FOR PERMANENT SUPPORTED HOUSING and DHA will help us move forward to offer more safe, affordable housing options to people with disabilities. We encourage property owners to invest in homes for these underserved citizens. Through this program we hope to see many more people with disabilities move into housing of their choice throughout DFW." said Robin LeoGrande, President, COMMUNITY FOR PERMANENT SUPPORTED HOUSING.

Troy Broussard, DHA President and CEO, said "This settlement is consistent with DHA's longstanding, continuing and ongoing support for affordable quality housing for persons with disabilities. DHA assists 9,541 households where one or more persons assisted have a disability. This total represents 44% of the number of households served by DHA and we look forward to increasing the number served to benefit persons and families in need of our housing services."

***COMMUNITY FOR PERMANENT SUPPORTED HOUSING** is a charity that creates housing options with the North Texas community for adults with intellectual and developmental disabilities and social challenges regardless of IQ, as well as educational services for these adults and their families to encourage independent living.* www.txcpsh.org *or* rleogrande@txcpsh.org

CPSH was represented in this matter by Relman, Dane & Colfax, PLLC, a Washington, D.C. based civil rights law firm, and by Disability Rights Texas.

***DHA, Housing Solutions for North Texas** provides quality, affordable housing to low-income families and individuals through the effective and efficient administration of housing assistance programs. The agency aims to create opportunities for program participants to achieve self-sufficiency and economic independence. DHA provides housing opportunities to 55,000 people through public housing developments and Housing Choice Voucher (Section 8) programs. Our mission is to provide affordable quality housing and access to supportive resources across North Texas. DHA is governed by its Board of Commissioners and the U.S. Department of Housing and Urban Development. DHA is an independent, local government entity, that is separate from the Dallas City Housing/Community Services Department.* www.dhantx.com

DHA was represented in this matter by Walker Bright P.C. and Greg Mays of DHA's Office of the General Counsel.

Addendum #12

Dallas Housing Authority

Section 8 Programs

Emergency Housing Voucher (EHV) MOU

Memorandum of Understanding

This Memorandum of Understanding demonstrates the roles and responsibilities of the parties involved in the delivery of Emergency Housing Voucher (EHV) program and related services.

This Memorandum of Understanding (MOU) has been created and entered into on July 27, 2021 by and between ***DHA, Housing Solutions for North Texas,*** *a body politic and corporate subdivision of the State of Texas and a public housing authority,* hereafter referred to as **DHA** and **TX-600 Dallas City & County/Irving Continuum of Care (CoC),** hereafter referred to as CoC. TX-600 Dallas City & County/Irving Continuum of Care assigned Metro Dallas Homeless Agency (MDHA) to be its lead agency. Through this designation, MDHA is the administrative agent that carries out the activities of the CoC.

DHA, MDHA and CoC may hereafter individually be referred to as "Party" and collectively be referred to as the "Parties."

1) Program Purpose:

The Emergency Housing Voucher program is to assist individuals and families who are experiencing homelessness; at risk of experiencing homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

2) Term

The term of this MOU shall commence on July 29, 2021 and shall end upon December 31, 2023 unless terminated earlier as set forth herein.

3) Termination

If any Party decides that it no longer wishes to participate in this MOU, then the terminating Party must give the other Party 60-day's written notice. Notice shall be given by certified mail as outlined in the Notice section of this MOU.

4) Program Goals:

a. DHA and the CoC are committed to providing quality housing and supportive services to qualified recipients of the Emergency Housing Voucher program in accordance with all applicable federal program requirements.

b. DHA's goal is to assist 490 qualified households by making EHV available to the households in an effort that the family secure safe, decent, and affordable housing of their choice.

c. The CoC's goal is to provide critical and essential referral, housing search and supportive services to qualified program participants to assist them in finding and maintaining suitable rental housing.

5) EHV Eligibility is defined as:

One or more persons who are:

a. Homeless;

b. At-risk of homelessness;

c. Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and

d. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

6) EHV Program

The Emergency Housing Voucher (EHV) program is designed to provide rental housing assistance through the U S Department of Housing and Urban Development's (HUD) Housing Choice Voucher program. EHV assistance takes the form of rental housing assistance and services that create affordable housing for the homeless by incenting property owners / landlords to rent units to eligible EHV households and to provide other services including assistance to applicants to complete an application for housing assistance, assistance to obtaining a housing choice

voucher, housing search assistance, and financial assistance to cover the cost of apartment application fees, security deposit, utility deposit, and moving costs.

EHV assistance is targeted to individuals and families identified in section 5.

The Emergency Housing Voucher program is funded by the U.S. Department of Housing and Urban Development (HUD). HUD awarded EHV funding to DHA, *Housing Solutions for North Texas*. DHA is the lead agency, accountable to HUD for the administration and operation of the EHV program.

DHA looks forward to working with the CoC to assist qualified households and is reliant on the CoC to provide a timely supply of referrals to make the program work as intended.

We know that persons that are chronically homeless have more than just housing problem. DHA deeply appreciates the CoC for its role in providing applicants with the critical support services and general assistance they need to avail themselves of this rental housing

assistance program, to find suitable rental housing, and to maintain the stability of the housing they find.

DHA deeply appreciates the partnership and collaboration of the Apartment Association of Greater Dallas and recognizes that without willing property owners and property management staff, the clients this program intends to help will remain homeless.

Roles and responsibilities of both DHA and the CoC are identified in sections 7 and 8.

7) <u>DHA's Role and Responsibilities</u>

1. DHA's role is to provide EHV Housing Choice Voucher rental housing assistance to qualified persons (individuals and families) and evaluate applicants referred by the CoC.
2. DHA shall receive CoC applicant referrals from the CoC Coordinated Entry System through DHA's designated digital web based platform for receiving referrals.
3. DHA shall provide an on-line digital portal for applicants to submit a full application.
4. DHA will process full applications when received as soon as possible, with a goal to complete its review of the full application within 5 business days, contingent on the volume of applications received.
5. DHA will issue a determination of eligibility and notify the applicant and the CoC of its findings as to applicant eligibility or additional items required to determine eligibility for participation in the EHV program
6. DHA's role is to determine applicant eligibility, including but not limited to income, assets, and expenses, and issue housing vouchers to qualified applicants in a timely manner and provide a detailed orientation briefing to each qualified applicant.
7. DHA shall provide a reasonable period of time for applicants to complete the online application process and to perform other tasks associated with the EHV program. DHA requires the applicant to attend all schedule interviews or other meetings including the orientation briefing and that the applicant and their CoC representative will work diligently to complete the application process, and to receive their housing voucher and related orientation briefing if determined eligible, and to diligently search for and locate suitable rental housing of their choice.
8. DHA shall invite applicants who are determined eligible to participate in the EHV program to attend an orientation briefing and receive their housing voucher. With a housing voucher, applicants may search for rental housing of their choice. When housing voucher holders identify suitable rental housing and a landlord willing to rent to them, they are responsible to complete a HUD form titled Request for Tenancy Approval (RFTA). This form is to be completed by the applicant and the Landlord, signed by both parties, and returned to DHA.

9. Upon receipt of the RFTA, DHA shall review the RFTA form to determine if it is complete. DHA shall notify the landlord, applicant and CoC of any required information that may be missing from the RFTA.

10. With receipt of a completed RFTA form and associated materials, DHA shall conduct a rent reasonableness assessment, an affordability test, and an initial rental housing inspection.

11. Upon receipt of a completed Request for Tenancy Approval (RFTA) form, DHA shall contact the owner / owner's representative and schedule the unit for an initial housing inspection. DHA will initiate contact with the landlord on the day the RFTA form is receive or the next work day to schedule the initial housing inspection.

12. DHA shall calculate the tenant portion of rent and the housing assistance payment amounts, and prepare a Housing Assistance Payments contract.

13. DHA shall collect required forms from the landlord including an IRS form W-9, an executed copy of the lease agreement, a signed Housing Assistance Payments Contract, evidence of ownership of the dwelling unit, and other information as may be required.

14. Upon receipt of all necessary information DHA will issue the initial Housing Assistance Payment.

15. On an ongoing basis DHA shall issue monthly Housing Assistance payment to the landlord on or about the first of each month, perform a rent comparability assessment in conjunction with any subsequent rent increase, conduct a Housing Inspection to determine if the unit selected by the applicant meets the HUD Housing Quality Standards biennially and upon request. DHA shall also process annual recertification to determine if participants are eligible for continued assistance in the EHV program.

16. DHA shall reimburse the CoC for eligible Services provided to EHV applicants and program participants (see Attachment B) within 30 days of receipt of submission where all required documentation is included

17. DHA shall designate an individual to serve as the lead EHV liaison.

18. DHA shall comply with the provisions of this MOU.

8) <u>CoC Roles and Responsibilities</u>

1. CoC shall designate and maintain a representative as lead EHV liaison to communicate with DHA.

2. CoC shall refer a sufficient supply of eligible individuals and families to DHA from the community's coordinated entry system or secure Victim Services system to satisfy the program allocation of 490 Emergency housing Vouchers. CoC understands that not all EHV recipients will be successful in utilizing their emergency housing voucher and as a result DHA will require a sufficient number of total referrals (approximately 2,500 referred households) to attain the objective of housing 490 households who successfully lease a unit where a housing assistance payments contract is executed. The CoC will provide a referral schedule (Attachment E) that ensures DHA meets its goal of providing rental housing assistance to 490 individuals into housing by December 31, 2021.

3. The CoC shall provide sufficient staff as may be required to refer applicants to DHA for EHV housing assistance and to assist and support applicants to complete their full application for the EHV program, and to assist and support applicants to obtain and provide DHA with the required supporting documentation (see Attachment B), and to assist and support applicants with communications, interactions and meetings with DHA as may be required to complete eligibility determinations, and to actively engage in the housing search process, and with interactions and transactions with the property owner / landlord to complete the landlord's application to rent a unit, to view prospective available rental units and to complete a Request for Tenancy Approval form when a unit is selected where the landlord is willing to rent to the subject applicant, and to aid applicants in addressing any challenges in making an application, receiving a housing voucher and in locating suitable rental housing and completing the leasing process.

4. The CoC shall effectively collaborate with service providers within the CoC to support DHA in scheduling the applicant to meet with DHA staff as needed, to ensure that appointment notifications are received and to assist applicants to attend scheduled meetings/appointment with DHA, as required, in-person or virtually.

5. CoC shall support applicants to apply for and obtain required documentation to accompany their EHV application and to support the applicant to submit a completed EHV application to DHA (including any self-certifications, birth certificate(s), social security card(s), documentation of household income, etc.).

6. CoC representative or service provider shall attend the scheduled EHV participant briefings and assist applicants scheduled to attend the briefings. Orientation briefings may be in person or conducted virtually, as needed

7. CoC shall complete an assessment of needs of EHV participants referred to DHA for EHV assistance, identify supportive services available to meet their needs and assist individuals and families transition from homelessness to residency in stable housing during the household's participation in the program.

8. CoC shall provide housing search assistance outlined in HUD Notice PIH 2021-15 to each EHV qualified applicant that receives an EHV voucher.

9. CoC shall be promptly available to represent the tenant in behavioral disputes that may arise between the tenant and landlord and the tenant and other residents with the goal of finding an appropriate resolution to the dispute to maintain suitable affordable housing for the client and to maintain a good relationship with the landlord.

10. CoC shall promptly notify DHA if it discovers that the EHV participating tenant has vacated the assisted unit.

11. CoC shall effectively assist program participants that require assistance with making landlord incentive fees, application fees, security deposits, utility connection fees, utility deposits and moving costs and damage mitigation fees. CoC shall issue these payments directly to the landlord, moving company and utility company, pursuant to DHA requirements (EHV program Service Fees are identified in HUD Notice PIH 2021- 15, and specifically the DHA Service Fee payment schedule (Attachment B). CoC shall submit reports to DHA with supporting documentation evidencing the payments issued as required by DHA.

12. CoC shall issue payment of specified supportive services designed to help the applicant transition from homelessness to stable rental housing. CoC shall prioritize supportive service resources available in this program, such as landlord incentives, that secure rental housing for this program's target population (see attachment B). CoC understands that One Million Seven Hundred and Fifteen Thousand dollars ($1,715,000) is the total sum available for Service Fees in the EHV program.

13. CoC shall provide DHA with a monthly accounting (including back-up documentation for each applicant or program participant) for reimbursement of allowable expenses, including housing search assistance, security deposits, utility deposits, rental applications, tenant moving expenses, landlord incentives, damage mitigation fees, and other eligible uses (see Attachment C and D).

14. CoC shall comply with the provisions of this MOU.

15. CoC acknowledges that DHA's vouchers can be utilized in the following counties: Denton, Collin, Tarrant, Dallas, Rockwall, Kaufman, and Ellis Counties.

9) Operational Points of Contact:

The following will serve as lead Emergency Housing Voucher program points of communication for and during the operation of the program:

DHA Lead HCV Liaison:

Brooke Etie, DHA Vice President of Voucher Programs DHA, Housing Solutions for North Texas

3939 N. Hampton Road Dallas, Texas 75212

214-640-6810

Brooke.Etie@dhantx.com

CoC Lead CoC Liaison:

Nissy New, MDHA Chief Operating Officer Address: 2816 Swiss Avenue, Dallas, TX 75204 Phone #: 469-275-8523

Email address: nissy.new@mdhadallas.org.

10) Compliance with Law

The CoC and MDHA shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations and the lawful orders of any public authority bearing on the performance of the services outlined in this MOU. If CoC and MDHA performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, the CoC and MDHA shall assume full responsibility and shall bear all cost and liability attributable thereto.

By execution of this MOU, the CoC and MDHA warrants and covenants to DHA that all services will be performed in accordance with all applicable federal, state, county and city codes, laws, ordinances, rules and regulations. Furthermore, the CoC and MDHA shall obtain and maintain in full force and effect during the term of this MOU, such licensing and/or permits as may be required by federal, state and local authorities.

11) Indemnification

TO THE EXTENT PERMITTED BY TEXAS LAW, MDHA, as the lead agency of the CoC AGREES TO DEFEND, INDEMNIFY AND HOLD DHA, ITS COMMISSIONERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, AND VOLUNTEERS HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, "DAMAGES" FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, FAILURE TO COMPLY WITH GOVERNMENTAL LAWS OR REGULATIONS, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS THAT MAY ARISE OUT OF OR BE OCCASIONED BY A BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS MEMORANDUM OF UNDERSTANDING, OR BY ANY ACT OR OMISSION OF THE CoC or MDHA, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS OR VOLUNTEERS, IN THE PERFORMANCE OF THIS MOU. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR OTHERWISE REDUCE ANY OTHER RIGHT OR OBLIGATION OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO ANY PARTY OR PERSON DESCRIBED IN THIS SECTION. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

12) Insurance

The MDHA, as lead agency of the CoC, shall maintain in full force and effect throughout the duration of this MOU insurance that is maintained at appropriate levels of insurance to commensurate with the MDHA's obligations hereunder and in accordance with sound accounting practices. The MDHA will be responsible for all costs of such insurance, and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

MDHA's insurance coverage shall be primary and noncontributory with respect to DHA, its commissioners, officers, directors, employees and volunteers.

Approval, disapproval, or failure to act by DHA regarding any insurance supplied by MDHA shall not relieve MDHA of full responsibility or liability for damages, accidents, lawsuits, judgments, fines, penalties, losses, expenses or any claim or cause of action related to MDHA's obligations, as the lead agency of the CoC, under this MOU. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate MDHA from liability.

13) Confidentiality

CoC and MDHA agrees that any personal identifying information that it receives will be strictly maintained and that no use of the data will be shared without the prior written consent of DHA.

14) Access to Records

CoC and MDHA acknowledges that DHA is a grantee of federal funds and therefore the CoC and MDHA agrees to provide access during reasonable business hours to DHA, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CoC and MDHA which are directly pertinent to this MOU for the purpose of making audit, examination, excerpts, and transcriptions.

15) Retention of Records

The CoC and MDHA agrees to the retention of all records pertinent to this MOU for a period of three (3-years or longer in accordance with the CoC and MDHA's retention schedule) after this MOU is terminated and all other pending matters are closed.

16) Equal Employment Opportunity

The CoC and MDHA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. The CoC and MDHA shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or handicap. Such action shall include, but not be limited to (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship. To the extent permitted by applicable law, MDHA, as the lead agency of the CoC, agrees to indemnify, defend and save DHA harmless from all claims, investigations and suits with respect to all alleged or actual violations of state or federal labor laws resulting from any act or acts, or omissions of the CoC and MDHA.

17) Assignment

This MOU is not assignable unless such assignment shall be consented to in writing by both parties prior to the assignment.

18) Paragraph Headings

The paragraph headings used herein are descriptive only and shall have no legal force and effect whatsoever.

19) Amendment or Modification

No modification, amendment, or waiver of the provisions of this MOU shall be effective unless in writing and signed by both Parties.

20) Subcontractors

The CoC and MDHA shall not sub-contract any portion of the work to be performed or services to be provided under this MOU without first obtaining the written consent of DHA.

21) Integration and Severability

This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, either written or oral. This MOU cannot be altered, changed or amended except by written instrument signed by both parties.

Should any portion of this MOU be deemed unenforceable by a court of competent jurisdiction or by operation of law, the remaining portions hereof shall be unaffected and be interpreted as if such unenforceable portions were initially deleted.

22) State Law and Venue

This MOU has been executed and delivered in the State of Texas, and shall be construed in accordance with the laws of such State, without regard to the conflict of law provisions of the State of Texas or any other jurisdiction. Any action brought to enforce or interpret this MOU shall be brought in the court of appropriate jurisdiction in Dallas County, Texas.

23) No Agency Relationship

Nothing contained in this MOU or in the relationship between DHA and CoC and MDHA shall be deemed to constitute such relationship as a partnership or joint venture, or constitute the CoC and MDHA as an employee or a partner of DHA, or create any other relationship between DHA and the CoC and MDHA, expressed or implied, it being understood and agreed that the CoC and MDHA is an independent service provider. In particular, the CoC

and MDHA shall be responsible for all of the Coe and MDHA's employees and agents, the supervision of all persons performing services for and on behalf of the Coe and MDHA and for determining the manger and time of performing of all acts to be performed by the Coe and MDHA under this MOU.

24) Advice of Counsel

Both Parties acknowledge that this MOU is a legal. document and that they have been advised and given the opportunity to seek the advice of legal counsel of their own choosing as to its contents, obligations, and effect.

25) Program Evaluation

DHA, the Coe and MDHA agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

Signed by:

Troy Broussard, DHA President & CEO — Date: July 29, 2021

Coe Lead Agency Board Chair — Date: July 29. 2021

MDHA, Board Chair — Date: July 29. 2021

Attachment A

Emergency Housing Voucher (EHV) Letter of Referral

1. Enter Your Passcode Here:

Pre-Application Information

2. Applicant First Name

3. Applicant Lase Name

4. Applicant DOB

5. Applicant SSN

6. Applicant race (Check all that apply)
White
Black
American Indian
Asian
Pacific Islander
Other

7. Is the applicant Latino/Hispanic?
Yes
No

8. What is the applicant's citizenship? *(At least one member of the household must be an eligible citizen or an eligible non-citizen)*
Eligible Citizen
Eligible Non-citizen
Ineligible Non-citizen
Pending Verification

9. What is the applicant's annual income? *(Annual income includes all income amounts, monetary or not that: 1) belong to all family members, 2) are anticipated to be received by the family, 3) are derived from assets to which any member of the family has access.)*

10. Do any of these descriptors apply to the applicant? (Check all that apply)
Near Elderly (55+)
Elderly (65+)
Disabled
Displaced
Homeless
None

11. Does the applicant or any members of the applicant's household require accessibility features? (Check all that apply) *(The following information is gathered for statistical purposes only and applies only to the primary pre-applicant, spouse, or co-head of household)*
Hearing access
Mobility access
Sight access
None

12. Does the applicant have a mailing address?
Yes
No

13. If 12= yes then: What is the Applicant's Address:

14. Applicant Email Address:

Referral Notice

The above Applicant is being referred to DHA based upon the requirements under the EHV Program. Our records show that the Applicant qualifies for the following eligibility criteria. We acknowledge that DHA may verify the information provided herein. Attached is a copy of the original Pre-Application that has been completed by the Client.

15. Please upload a copy of the original Pre-Application that has been completed by the Client here.
File Upload

16. Please select any of the details below that apply to your client. (Check all that apply)
Homeless
At risk of homelessness
Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking
Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability
None

17. Agency Name:

18. Submitted by Name:

19. Agency Phone Number:

20. Agency Fax Number:

21. Agency Address:

22. Name of Program Director/Authorized Staff:

23. Signature of Program Director/Authorized Staff:

Attachment B

DHA shall reimburse the CoC for service provided by the CoC to persons determined eligible to participate in the EHV program.

CoC shall provide DHA with expense reports identifying expenses by expense type and by Eligible EHV applicant / program participant as outlined below and on a monthly basis.

Eligible expenses:

1) Search Assistance / Lease-up Assistance: CoC may receive reimbursement in the amount of $100 per EHV applicant / program participant for services rendered in helping the applicant utilize their EHV voucher to search for suitable housing including searching for suitable housing through whatever means necessary, including transportation for the applicant to view available /prospective rental housing, transportation to meet with the landlord, to complete the application, etc. CoC shall submit documentation to DHA monthly describing and supporting the housing search activity(s) and the EHV applicant / program participant's name associated with these activities.

2) Moving Expenses: CoC may receive reimbursement in the amount of $200 per EHV applicant / program participant for services rendered in helping the applicant move into the client selected rental housing after full execution of the Housing Assistance Payments Contract. CoC shall furnish DHA with an expense report identifying the name of the EHV program participant, the name of the vendor or service provider that moved the client's owned or donated possessions into the assisted unit, and the unit address to which the possessions were moved to along with a receipt evidencing payment issued and payment received by the vendor

3) Application Fees: CoC may receive reimbursement in an amount up to $150 per EHV applicant / program participant for the actual cost of a rental housing application for a unit selected by the applicant for possible occupancy and inclusion in the EHV program.

4) Security Deposit: CoC may receive reimbursement in the amount of the actual Security Deposit not to exceed two months' (2) rent for each EHV program participant after full execution of the Housing Assistance Payments Contract. CoC shall furnish DHA with an expense report identifying the name of the EHV program participant, the name of the landlord to whom the Security Deposit was paid, the unit address to which the Security Deposit is applied, along with a receipt evidencing payment issued and payment received by the landlord.

5) Utility Deposit / Utility Transfer Fees: CoC may receive reimbursement in the amount of the actual Utility Deposit and Utility Transfer expenses paid to a utility company, up to $200, to establish an account for utility services on behalf of the EHV program participant. Covered Utilities include electricity, natural or liquid propane gas, and water. CoC shall furnish DHA with

an expense report identifying the name of the EHV program participant, the name of the vendor to whom the Utility Deposit / Utility Transfer fee was paid, the unit address to which the Utility Deposit is applied, along with a receipt evidencing payment issued and payment received by the vendor.

6) Landlord Incentive Fee: CoC may receive reimbursement for the actual amount of Landlord incentive bonus that was paid up to $1,000 paid on behalf of each EHV program participant paid to a landlord (Property Owner or official Owner Agent) as an incentive to lease to the qualified EHV applicant. Payments shall be made to the landlord in quarterly installments, the sum of which shall not exceed $1,000. DHA shall reimburse CoC after the execution of the HAP contract with the following documentation: (1) Expense report identifying the name of the EHV program participant, the name of the landlord to whom the Incentive Bonus was paid, and the unit address to which the Incentive Bonus is applied, and (2) Receipt evidencing payment issued and payment received by the landlord.

7) Damage Mitigation Fee: CoC may receive reimbursement for the actual amount of Damage Mitigation Fee that was paid up to $500, paid on behalf of each EHV program participant, paid to a landlord (Property Owner or official Owner Agent) as an incentive to lease to the qualified EHV applicant. DHA shall reimburse CoC after the execution of the HAP contract with the following documentation: (1) Expense report identifying the name of the EHV program participant, the name of the landlord to whom the Damage Mitigation Fee was paid, and the unit address to which the Damage Mitigation Fee is applied, and (2) Receipt evidencing payment issued and payment received by the landlord.

Attachment C

Emergency Housing Voucher (EHV) Service Fee Request

Date of Request: _____

Applicant Name: _____

Property Address: _____

_____

Landlord Name: _____

Search Assistance Fee

Paid to CoC *as reimbursement ofter the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

Eligible Fee: $100.

Moving Expenses:

Paid to CoC *as reimbursement ofter the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

All Bedroom Sizes: $200

Eligible Amount of Moving Expenses: $ 200

Application Fees:

All Bedroom Sizes: Up to $150

Paid to CoC *as reimbursement ofter* cost *is incurred and paid on behalf of the EHV applicant. Receipts required.*

Eligible Amount of Application Fees: $ _____

Security Deposit:

Paid to CoC *as reimbursement ofter the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

# of Bedrooms: _____

Amount of Security Deposit Paid: $ _____

Paid to: _____

Utility Deposit/Transfer Fees:

Paid to CoC *as reimbursement ofter the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

All Bedroom Sizes: Actual amount paid; up to $200

Amount of Utility Fees: $ _____

Landlord Bonus Incentive:

Paid to CoC *as reimbursement after the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

All Bedroom Sizes: Up to *$1,000.*

Eligible Amount of Landlord Bonus: $ _ _ _ _ _ _ _ _ _ _

Damage Mitigation Fee:

Paid to CoC *as reimbursement after the HAP Contract is fully executed by DHA and the Property Owner or Owner Representative. Receipts required.*

All Bedroom Sizes: Up to *$500*

Amount Paid to Landlord: $ _____

I certify that the above information provided to DHA is true, accurate and correct.

CoC Representative: _____ (please print)

CoC Signature: _____ Date: _____

All Service Fee reimbursement is subject to *funding availability and the discretion of DHA.*

FOR DHA USE ONLY

Received by: _____ Date: _____

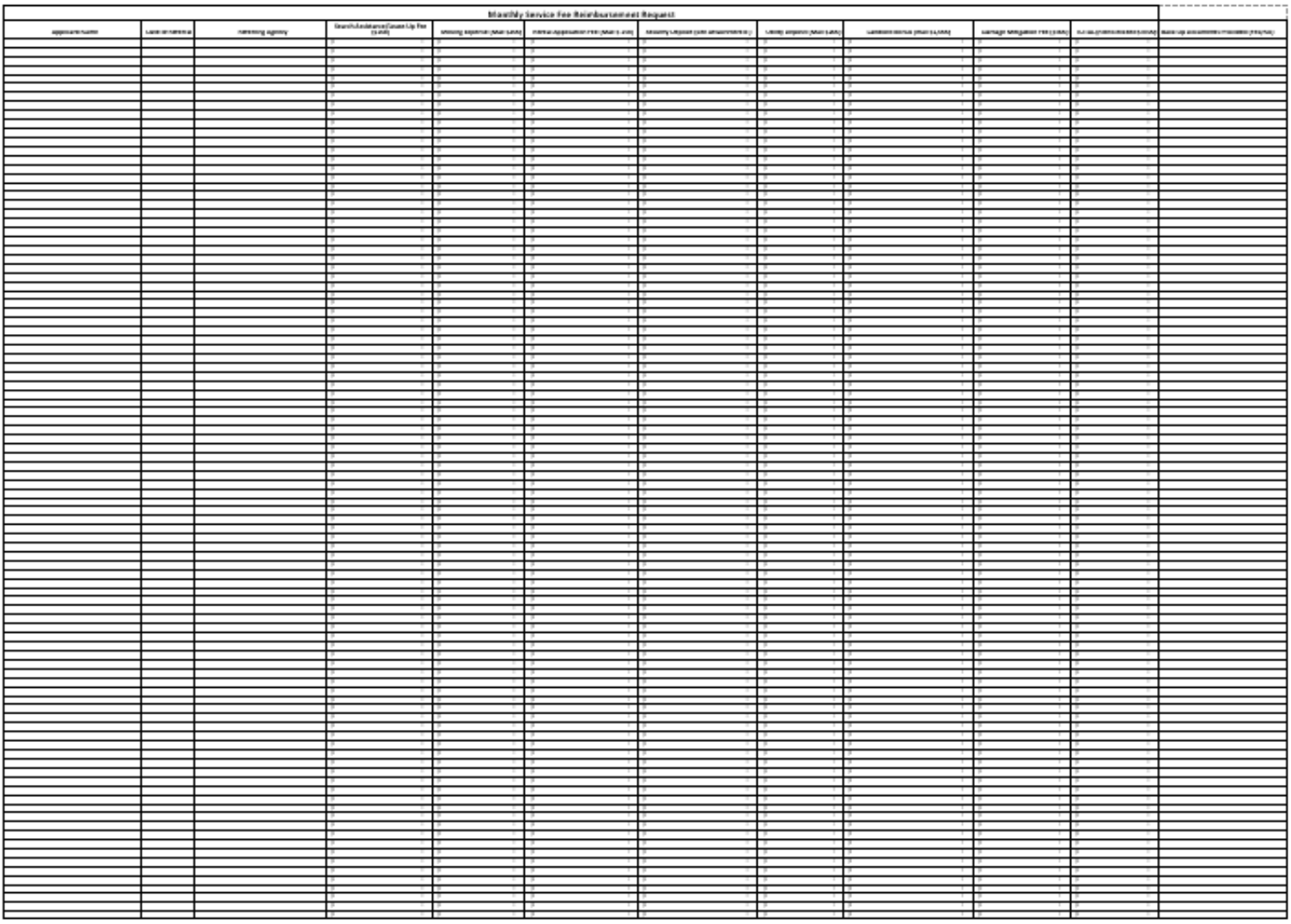
Meets EHV criteria? _____

Date HAP Contract Received: _____

Date of Move in to new unit: _____

Owner/Agent Name: _____ Owner#: _____

Attachment D



Attachment E

CoC - MDHA Referral Schedule

Month Referred	No. of Homeless Clients Referred to DHA
August-21	100
September-21	175
October-21	115
November-21	100
December-21	50