

CHATTANOOGA HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

Effective Date: 1/1/2027

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801 N. Holtzclaw Ave.
Chattanooga, TN 37404

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Attachment A - Reasonable Accommodation Policy

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Attachment C - Language Access Plan - Limited English Proficiency or Non-English Speakers

Attachment D - Family Self-Sufficiency Program Action Plan

CHAPTER 1: INTRODUCTION

1.1 Introduction & Mission Statement

This Admissions and Continued Occupancy Policy (ACOP) describes the admission to the Low Income Public Housing Program (Program), occupancy and transfer policies by which the CHA determines eligibility for admission, selects prospective residents, assigns units, admits residents, and processes transfers, in a fair and nondiscriminatory manner.

The mission of the Chattanooga Housing Authority parallels that of the Department of Housing and Urban Development: to create strong, sustainable inclusive communities and quality affordable homes for all; to strengthen the housing market to bolster the economy and protect consumers; to meet the need for quality affordable rental homes; to utilize housing as a platform for improving quality of life; and to build inclusive and sustainable communities free from discrimination. All employees of the CHA are expected to work cooperatively with management, residents, the public and co-workers toward achieving the mission and goals of the CHA as set forth by the Board of Commissioners (Board).

Among the CHA's goals in achieving this mission are the following:

- a) To provide healthy, drug-free communities both in units managed by the CHA and in surrounding neighborhoods;
- b) To serve as the city's housing safety net to the maximum extent possible without sacrificing the health of the community and neighborhood;
- c) To design, implement and support educational and vocational programs with the goal of reducing the long-term reliance of residents on public assistance programs;
- d) To use established and innovative financial and human resources to ensure that each CHA resident and housing community has the opportunity to achieve his/her/its maximum potential and achieve financial self-sufficiency;
- e) To promote the integration of affordable within the larger community;
- f) To comply with all applicable federal, state, and local laws and regulations; and
- g) To ensure that all employees are provided with the necessary training and supervision to accomplish their assigned responsibilities in promoting the mission of the CHA.

1.2 Statement of Nondiscrimination

1.2.1 Compliance with Federal and State Laws

It is the policy of the CHA to comply fully with existing federal and state laws protecting the individual rights of applicants, residents, and/or staff and any laws subsequently enacted. Such laws include Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendment Act of 1988) and the implementing regulations at 24 CFR Parts 100,108,110, and 121; Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35; the Violence Against Women Act of 2005 as amended by the Violence Against Women Reauthorization Act of 2013 and the implementing regulations at 24 CFR 5.2001 et. seq. and 24 CFR 960.103; laws, Executive Orders and regulations recited at 24 CFR 5.105(a); and the Tennessee Landlord and Tenant Act.

1.2.2 Civil Rights and Fair Housing

The CHA shall not discriminate because of race, color, sex, religion, age, handicap, disability, ancestry, national origin, ethnicity, familial or marital status, children, sexual orientation (homosexuality, heterosexuality, and/or bisexuality), gender identity (actual or perceived gender-related characteristics) or veteran status in the leasing, rental, sale or transfer of units, buildings, and related facilities, including land that it owns or controls. The CHA shall affirmatively further fair housing in the administration of its Program.

To this end, the CHA shall not:

- a) Deny to any household the opportunity to apply for housing, or deny to any qualified applicant the opportunity to lease housing suitable to his/her needs;
- b) Provide housing which is different from that provided to others except as required or permitted by law and in accordance with this ACOP;
- c) Subject any person to segregation or disparate treatment;
- d) Restrict a person's access to any benefit enjoyed by others in connection with the housing programs;

- e) Treat a person differently in determining eligibility or other requirements for admission;
- f) Deny a person access to the same level of services available to other similarly situated individuals and/or
- g) Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the Programs.

To further its commitment to full compliance with applicable civil rights laws, the CHA will provide federal/state/local information to applicants/residents of the Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be available at the CHA's Central Office and all CHA's site-based Management Offices. In addition, all CHA's written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The CHA will assist any family that believes it has suffered illegal discrimination by providing copies of the appropriate housing discrimination forms. The CHA will also assist in completing the forms, if requested, and will provide the address of the U.S. Department of Housing and Urban Development (HUD), Region IV Field Office, 235 Cumberland Bend, Suite 200, Nashville, TN 37228-1803, and the City of Chattanooga, Office of Multi-Cultural Affairs, City Hall, Chattanooga, Tennessee 37401.

1.2.3 Right to Privacy

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

The CHA will only release identifiable applicant or resident information as authorized by HUD regulations and:

- a) pursuant to a signed release or information request from the applicant or resident, and subject to the terms of that release or request; or
- b) pursuant to a lawful court order or lawful civil or criminal discovery process; or
- c) pursuant to a request for cooperation or information from other governmental agencies or regulatory body; or
- d) as otherwise required by law.

1.2.4 Reasonable Accommodations

The CHA shall make reasonable accommodations as required by law for handicapped/disabled persons to promote equal access to and participation in the Program. Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25 and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the CHA's facilities are inaccessible to or unusable by persons with disabilities, or because the CHA's policies and/or procedures, lease or other provisions of law so provide.

The CHA cannot refuse to make a reasonable accommodation in rules, policies, practices or services when such accommodation may be necessary to afford a person with a physical or mental impairment equal opportunity to use and enjoy a CHA apartment, including public and common use areas.

The CHA must make a modification to a dwelling unit, when requested by a disabled person, if the modification is reasonable and necessary to afford equal opportunity to use and enjoy CHA premises.

The CHA's full Reasonable Accommodation Policy is attached to this ACOP as **Attachment A** and is hereby incorporated into the ACOP.

1.3 Accessibility and Plain Language

1.3.1 Accessible Facilities and Programs

Facilities and programs used by applicants and residents shall be made accessible. CHA offices, hearing rooms, community rooms, laundry facilities, and other CHA spaces will be available for use by residents with disabilities. If these facilities are not already accessible (and located on accessible routes), they will be made accessible so long as this does not impose an undue financial and administrative burden on the CHA.

1.3.2 Plain Language Paperwork

Documents intended for use by applicants and residents will be presented in accessible formats and/or with accessible methodologies for those with vision or hearing impairments and will be written simply and clearly to enable applicants and residents with learning or cognitive disabilities to understand as much as possible.

1.3.3 Effective Communication Policy

The CHA is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. The CHA's Effective Communication Policy is attached to this ACOP as **Attachment B** and is hereby incorporated into the ACOP.

1.3.4 Language Access Plan - Limited English Proficiency or Non-English Speakers

It is the policy of the CHA to take reasonable steps to ensure that people with Limited English Proficiency and non-English speakers have meaningful access to the CHA's programs, services and activities. The CHA's Language Access Plan is attached to this ACOP as **Attachment C** and is hereby incorporated into the ACOP.

1.4 Revisions to this Document

1.4.1 Pursuant to Annual Agency Plan Revisions [24 CFR 903]

This Policy may be revised pursuant to the requirements for Public Housing Agency Annual Plans, set out in 24 CFR 903 et. seq.

1.4.2 Revisions Not Associated with Annual Agency Plan [24 CFR 966.5]

Revisions not associated with the Agency Plan process may be implemented according to the requirements set out in 24 CFR 966.5.

1.4.3 Upcoming Regulatory Changes [88 FR 9600]

Pursuant to the Housing Opportunity Through Modernization Act of 2016 Sections 102 and 104, HUD has published a Final Rule at 88 FR 9600, which is incorporated herein by reference. At such time as HUD finally determines an effective date for these regulations, this Chapter will be automatically deemed to reflect the updated regulations, and an updated version of this Admissions and Continued Occupancy Policy will be published to reflect them.

CHAPTER 2: MARKETING AND OUTREACH

2.1 Marketing Policy

It is the policy of the CHA to conduct marketing and outreach efforts to provide the local community with awareness of the CHA's Programs. The CHA will conduct outreach to the community to create an awareness of the availability of its Programs and to maintain an adequate application pool, taking into consideration the vacancy level and the availability of units through turnover.

It is the policy of the CHA to comply fully with existing federal and state laws protecting the individual rights of applicants, residents, and/or staff, and any laws subsequently enacted.

The CHA will provide informational materials and/or presentations to individuals, groups, social service agencies and others upon request.

2.2 Marketing Purpose

Marketing has two primary purposes:

- a) to make all potential applicants aware of the housing opportunities and related services that CHA offers its residents; and
- b) to attract specific groups of applicants, such as:
 - those with income levels which are under-represented at a particular site;
 - those who are likely to be successful residents;
 - disabled persons who require units with accessible features.

2.3 Marketing Requirements

The following requirements apply to CHA marketing efforts:

2.3.1 Fair Housing

Materials must comply with the Fair Housing Act requirements with respect to wording, logo, size of type, etc.

2.3.2 Plain Language

Marketing materials shall be in "plain language". The CHA shall make an effort to use print media, videos and multi-media in a variety of languages as necessitated by applicant/resident language needs.

2.3.3 Eligibility

Marketing materials shall make clear who is eligible for housing including people with physical and/or mental disabilities.

2.4 Marketing and Outreach Strategies

2.4.1 When CHA Will Market Apartments

The CHA will undertake marketing efforts, including efforts to affirmatively further fair housing, whenever there is a need to do so in order to address: changes required as a result of legislative or regulatory requirements; fair housing needs; unit vacancy or turnover considerations; de-concentration and income mixing needs; the housing needs of elderly, disabled or minority households; an insufficient pool of applicants on the waiting list; or any other factor which may require marketing efforts to further program goals.

The CHA shall assess these factors at least annually as part of its Agency Planning process in order to determine the need and scope of the marketing effort.

2.4.2 Affirmative Marketing

CHA's public housing program will use its marketing as an integral part of its overall strategy to affirmatively further Fair Housing within the Chattanooga area. In determining its marketing activities, CHA will consider patterns of integration and segregation, racially and ethnically concentrated areas of poverty, disproportionate housing needs, and disparities in access to opportunity. CHA will select media outlets, languages and advertising methodologies that are targeted to advance its Fair Housing strategy.

2.4.3 Media

The CHA will seek to reach potential applicants through advertising in outlets that serve all populations, including our website and/or social media. Additionally, the CHA may use public service announcements to reach people who cannot or do not read newspapers. The Equal Housing Opportunity logo will be used in all advertisements.

2.4.4 Required Postings

In the lobby of the CHA's Central Office and in each of its site management offices, the CHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, a statement that the following information is available for review at the CHA's Central Office

located at 801 North Holtzclaw Avenue, Chattanooga, TN, and at each site management office.

- a) Admissions and Continued Occupancy Policy (ACOP);
- b) Management Plans (non-LIPH properties);
- c) Notice of the status of the waiting lists for CHA-managed properties (opened or closed);
- d) A listing of all the developments by name, address, number of units, units designed with special accommodations, addresses of all site management offices, office hours, telephone numbers, TTD numbers and resident facilities and hours of operation;
- e) Applications for admission to the CHA's Programs;
- f) Income limits for admission;
- g) Utility Allowance Schedule;
- h) Current schedule of routine maintenance charges;
- i) A sample dwelling lease;
- j) Pet application, pet lease agreement;
- k) Fair Housing Poster;
- l) Equal Opportunity in Employment Poster; and
- m) Procedure to request Reasonable Accommodation.

2.5 Limited English Proficiency Plan

The current Limited English Proficiency Plan provides for outreach to the community and relevant agencies to access speakers of languages other than English (see Attachment C).

CHAPTER 3: APPLICATIONS AND PROCESSING

3.1 Waiting List Application

Applications to CHA's public housing program may be made by completing an online application at www.chahousing.org.

The CHA shall provide access to and reasonable assistance with the application process during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday.

3.2 Waiting Lists

The following provisions set forth the procedures for managing the CHA's waiting list(s), placement of applicants on the waiting list(s), and the assignment of vacant units to persons on the waiting list(s) in a uniformly nondiscriminatory basis without respect to race, color, sex, religion, age, handicap, disability, ancestry, national origin, ethnicity, familial status or marital status, children, sexual orientation (homosexuality, heterosexuality, and/or bisexuality), gender identity (actual or perceived gender-related characteristics) or veteran status. CHA waiting list processes will be monitored monthly to assure compliance with the provisions herein.

3.2.1 Management

The CHA maintains a waiting list for each of its sites by bedroom size. The CHA may from time to time establish separate waiting lists for certain special housing Programs.

The CHA will use the date and time of application within the selection preference categories and within the pool of standard applicants to determine the order of selection from the waiting list.

Waiting lists for each site and bedroom size are opened and closed individually in response to the number of applicants on the lists and the anticipated availability of apartments for re-leasing, in accordance with the following procedures:

a) Opening the Waiting List(s) [24 CFR 960.206]

The CHA's Executive Director or his/her designee has the discretion of determining when to open a waiting list. Prior to opening a waiting list, the CHA must ensure that all of the applicants on the list, including applicants with standard preferences have met the eligibility/suitability requirements for the Program, and have had the opportunity to be housed. The CHA will provide public notice at the time of opening a waiting list to ensure that families are aware that they may apply for public housing. The CHA will publish the notice on the CHA website, and to local organizations that service low and moderate income families. The CHA will also provide written notice in the lobby of the Central Office and all site management offices.

The notice shall clearly indicate where and when to apply, and will set forth any limitations on who may apply.

As an alternative, the CHA may elect to use a lottery system at the time of opening the wait lists.

The Executive Director or his designee is responsible for the determination of whether and when a lottery system will be used. In the event that the CHA elects to adopt and use a lottery system for the selection of applicants, the date and time of application will not apply.

In the event that the CHA elects to use a lottery system, this intention will be declared and publicized in the CHA's advertisement of the opening of the waiting list(s). The CHA will draw applications from the lottery pool in a public forum. The CHA may maintain the pool of applicants from the lottery for a stated period of time and draw applications from the lottery pool, in a public forum throughout that period of time as necessary.

b) Closing the Waiting List(s)

The CHA's Executive Director or his/her designee has the discretion of when to close a waiting list.

If the CHA's Executive Director or his/her designee determines that the existing waiting list contains an adequate pool of applicants based on available housing opportunities and projected turnover, the CHA may stop accepting new applications or may accept only applications meeting identifying criteria, such as those meeting certain special needs preference criteria described in section 3.3.2.

3.2.2 Updating and Reclassification of the Waiting List(s)

The CHA will update and reclassify all applications on file on its waiting lists at least annually to ensure that the pool of applicants on the waiting lists reasonably represents families who are still interested in applying for housing.

The CHA will send a letter to applicants on the waiting list to confirm that they are still interested in participating in the program for which application was made. The CHA will also request that the applicant family update information regarding address, family composition, income category and claimed preferences to ensure that the applicant is still preliminarily eligible and that the preference status, if any, is accurately reflected. The CHA will

request that applicants respond within a timeframe set forth in the letter and shall indicate that failure to respond will result in the removal of the family from the waiting list. *In the event that the applicant does not respond within the timeframe, the family shall be removed from the waiting list.*

The CHA will grant a reasonable accommodation for an applicant with a disability who is removed from the list for failure to respond to the CHA's request for information or update due to the disability if the applicant requests such accommodation in writing and the CHA determines that the requested accommodation is reasonable. Under these circumstances, the CHA shall reinstate the applicant to his/her former position.

An applicant may manage his/her applications and contact information through the CHA's Applicant Portal.

3.3 Processing Applications for Admission

3.3.1 Processing Application Documents and Definition of "Application"

An application document will be considered "complete" when all required information fields are filled in and the submission process is completed through the CHA's online application portal.

The CHA shall process new applications, changes thereto, and contact information updates on a regular basis as needed to assure an orderly and fair process.

3.3.2 Waiting List Management Based On Time, Disability Feature Requests

All applications will be managed by the date and time of submission and any documented, proven eligibility for an ordered selection preference. Additionally, for public housing developments that have units designed for individuals with disabilities the application process shall capture the applicant's request for such a unit and CHA staff will work to match those applicants with a unit having the required features for the indicated disability.

3.3.3 Ordered Selection Preferences

Following initial application submission, CHA or an applicant may submit additional information qualifying them for an ordered selection preference (shown below in order of highest preference to lowest preference). Waiting lists remain open for applicants who qualify for an ordered selection preference.

a) Category 1 (applicable to Villages at Alton Park only): Based on the partnership with Chattanooga 2.0 Children's Cabinet, up to 20 units will be made available to families experiencing homelessness with children in Hamilton County Schools.

b) Category 2: Administrative Transfers

This selection preference is available when the CHA staff initiates a transfer based on compelling circumstances that warrant a transfer (see Chapter 10, section 10.2(a), e.g. a CHA-mandated displacement due to renovation or rehabilitation of CHA-owned public or non-public housing, fire/flood or other casualty to a CHA-managed unit).

c) Category 3: Displaced (Displaced categories below are equally weighted)

Individuals or families displaced by:

- i. government action (i.e. required to move by any level of government: federal, state or local)
- ii. refugees as defined by federal law;
- iii. the inaccessibility of a unit including fire/flood or other casualty to a non-CHA managed unit;
- iv. HUD disposition of a HUD multi-family project;
- v. domestic violence;
- vi. natural disaster, as declared by federal, state and/or local officials;
- vii. witness protection: when a local, state and/or federal law enforcement organization requests that CHA house a witness or other person involved in an investigation or pending criminal action. The law enforcement organization must provide compelling written justification for the request, which must be approved by the Executive Director or his/her designee; and
- viii. applicants referred by an organization that is a member in good standing of the CHA's Housing First Program.

d) Category 4 (applicable to Gateway Tower only): Elderly Applicant families whose head, spouse, or sole member is an elderly person (an individual who is at least 62 years of age). The term "elderly family" includes an elderly person, two or more elderly persons living together, and one or more elderly persons living with one or more persons who are determined to be essential to the care or 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.

All other applicants, not meeting any preferences listed above, will be considered standard applicants.

3.3.4 Selection from The Waiting List(s)

The CHA shall select applicants from the waiting list(s) in the order of placement on the list as determined by the date and time of the application and any eligibility for a preference, subject to the following provisions.

a) De-concentration and Income Mixing Provisions

In accordance with the congressional mandate in the “Quality Housing and Work Responsibility Act of 1998”, the CHA has adopted the federally required policies to provide for de-concentration of poverty and to encourage income mixing in all family developments. Although the CHA will affirmatively market its housing programs to all eligible income groups, the CHA will take appropriate actions to de-concentrate poverty and encourage income mixing in developments by offering units in developments with higher average income levels to families with lower incomes, and by offering units in developments with lower average income levels to families with higher incomes.

To this end, the site-based management office may skip over families on the waiting list to reach other families with lower/higher incomes in order to comply with de-concentration requirements.

In conjunction with the submission of the Annual Plan, the CHA will analyze the income levels of families residing in each development. Based on this analysis, the CHA will determine necessary marketing strategies to comply with de-concentration requirements.

The CHA may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

b) Income Targeting to Extremely Low Income Families

At least 40% of the families admitted to the Program during the fiscal year shall be extremely low-income families. This is called the “basic

targeting requirement". Admission of extremely low income families to the CHA's Housing Choice Voucher Program during the same fiscal year may be credited against the basic targeting requirement. [24 CFR 960.202(b)]

c) Council on Drug and Alcohol Abuse Services' Family Way Program

The Family Way Program (the Program), funded by the TN Department of Mental Health, is administered by CADAS at Emma Wheeler Homes and serves homeless families with children who are working on alcohol/drug recovery. The program has 24 residential units dedicated exclusively to this Program.

3.3.5 Unit Size

Applicant households qualify for apartment units of a particular bedroom size based on their size and household composition. CHA will use the "Head & Spouse/CoHead; LiveInAide; 2 per bedroom no SRO" bedroom calculation type in CHA's online portal. Applicant households may select waiting lists with bedroom sizes between the minimum and maximum bedroom sizes for which they qualify.

Two persons shall be required to share a bedroom regardless of age and gender, with the exception of the Head of Household if there is no Spouse or Co-Head. These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

In determining bedroom size, CHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, and children who are temporarily away at school or temporarily in foster care.

Bedroom size will also be determined using the following guidelines:

- i) Two (2) persons per bedroom will be considered to determine the bedroom size for all family members, except the Head of Household will automatically be allowed one bedroom. No more than two (2) persons will occupy a bedroom.
- ii) A bedroom will be allocated for an approved live-in-aide to provide medical assistance to an elderly or disabled Family member. The additional bedroom is only allocated for the live-in-aide – this does not include any dependents of that live-in-aide.
- iii) A foster child will be considered in determining unit size only if he/she will be in the unit for more than twelve (12) months.

- iv) Children removed from the household and placed in foster care must anticipate returning within six (6) months.
- v) Exception to the above standards may be granted if reasonable accommodation is deemed necessary.
- vi) A child who resides in the unit at least 50% of the time, due to a change in custody, will be considered when determining bedroom size.
- vii) Exceptions to bedroom size are allowed if the due date for a new baby is within 2 months of the annual re-certification or new contract/lease date for a new unit.

3.3.6 Exceptions to Unit Size Guidelines

The CHA may grant an exception to subsidy standards in determining the appropriate unit size for a particular family, if the CHA determines in its sole discretion that the exception is justified.

The CHA may provide a family with a unit that is larger than suggested by the guidelines, with the condition that the family will move to a smaller unit when another family needs the unit and a suitable smaller unit is available. If such a move becomes necessary, the cost of the move shall be the responsibility of the family. The CHA will require that the family sign a document reflecting its understanding of this exception and of the family's responsibilities. These provisions are outlined in the CHA Dwelling Lease.

3.3.7 Application Processing and Preleasing

The CHA site staff shall remain apprised of available vacant units and units that will become available in the near future.

In order to have fully screened applicants who are ready to lease a unit as soon as possible after it becomes available, CHA staff shall actively work the waiting lists in date/time order within preference categories to ensure a large enough pool of eligible applicants to lease units of appropriate bedroom sizes. At the point that the CHA staff begins processing an application to determine eligibility/suitability, a hard copy file shall be created. At this time the applicant's status shall be coded as "current" in the Elite System and the hard copy log.

If an applicant fails to respond within ten calendar days to a request for information while being processed as a "current" applicant, the CHA shall change the applicant's status to "withdrawn."

CHA staff shall secure documentation verifying eligibility/suitability within a reasonable time before a unit becomes vacant and available, recognizing that some documents have a 90-day period before expiration.

3.3.8 Unit Offer

When a unit is ready to be offered for lease up, the CHA will contact one or more applicants who are eligible/suitable in waiting list order to begin the leasing process. CHA shall make contact with the applicant using any available contact information on the application to inform the applicant of the unit offer.

The CHA shall advise the applicant of the amount of the security deposit and an estimate of the prorated rent. Upon this contact with the applicant, the CHA staff shall change the applicant's waiting list status from "current" to "eligible" in the Elite System and in the hard file log.

Upon assignment of an "eligible" status to an applicant, that applicant shall preserve his/her place for a unit offer, regardless of any changes in ordered selection preferences of other applicants that may subsequently occur. (e.g. A standard applicant has been processed to an "eligible" status, when an applicant with a preference appears on the waiting list. The "eligible" applicant will continue to be processed.)

If an applicant cannot be reached, and/or is unable to produce funds necessary for a security deposit and/or first month's prorated rent, s/he will retain their date/time position on the waiting list until the period ending at 5:00 pm on the last CHA business day of the next month, (eligibility expiration) following the unsuccessful attempt to lease a unit to the applicant. Additionally, the CHA staff will document the contact/non-contact in the CHA's Elite System and in the hard file log. Upon filing the note, the CHA may move to the next applicant on the waiting list in date/time order within preference categories.

If, at the end of eligibility expiration, an applicant is unable to complete the leasing process, because of the applicant's failure to respond, lack of funds, or other factors under the control of the applicant, the applicant's status will be changed from "eligible" to "withdrawn" in the Elite System and in the hard file log.

If, at the end of eligibility expiration, an applicant is unable to complete the leasing process because a unit is not available, then the status will be changed from "eligible" to "current" until a unit become available. The applicant will retain his/her place on the waiting list based on date/time within ordered selection preferences.

Under some circumstances, an applicant may apply for a certain bedroom size, but at the time of unit offer is not eligible for that particular bedroom size due to changes in household size/composition. If the waiting list for the appropriate bedroom size is open, the applicant shall be reassigned to that waiting list. The applicant will be placed on the appropriate waiting list in date/time order within ordered selection preference, based on the date that the need for a different bedroom size is determined. The CHA staff shall change the applicant as “active” in the Elite System and the hard file log.

If the waiting list for the appropriate bedroom size is closed, the applicant is ineligible for reassignment and the CHA staff shall change the applicant’s status to “withdrawn” in the Elite System and in the hard file log.

Ordered selection preferences continue to apply until a unit is offered.

3.3.9 Unit Acceptance and Rejection

Upon an applicant’s acceptance of a unit at one of the CHA’s developments, staff will change the applicant’s status from “eligible” to “complete/housed.” Additionally, the applicant’s name will be removed from all other CHA waiting lists.

Upon execution of a lease, the CHA will not allow a resident to transfer to another unit unless it is an Administrative Transfer initiated by the CHA.

Upon rejection of a unit offer at a particular development, the applicant will be removed from the waiting list of the rejected site, but may remain on other CHA site-based waiting lists.

Separate rules apply to unit acceptance/rejection for unit transfer offers; see section 10.6.

3.4 Communications

3.4.1 CHA to Applicants

Communications with applicants will be by first class mail or by electronic means in the case of an online- or computer-based application process. When an applicant, who is a disabled person, requests some other form of communication (for example, a telephone call, communication with a designated third party, etc.), CHA will make such reasonable accommodation. Failure to respond to CHA communications may result in withdrawal of an applicant from all waiting lists.

3.4.2 Applicants to CHA

It is the responsibility of each applicant to inform the CHA in writing of any change in address, telephone number, household composition, change in preference, or other information, which may affect the status of the application while on the waiting list(s). For an applicant with no fixed address, such as homeless households, the address of a social service agency may be used for CHA contacts; however, if the applicant finds permanent housing, the address must be reported to the CHA in writing at once.

CHAPTER 4: ELIGIBILITY AND SUITABILITY FOR ADMISSION

4.1 General Provisions

4.1.1 Overview

The CHA thoroughly screens each individual applicant in accordance with HUD regulations and sound management practices to determine whether an applicant is both eligible and suitable for public housing. To qualify for admission and continued occupancy, an applicant must satisfy five separate requirements, demonstrating that the head of household: (i) is eighteen years or older at the time of the initial application and qualifies as a family, (ii) has an income within the appropriate income limits, (iii) meets citizenship/eligible immigration criteria, (iv) provides documentation of Social Security numbers, a certificate of live birth for each household member, and (v) meets the suitability selection criteria.

4.1.2 Duty to Cooperate

Applicants are required to respond to the CHA within the specified time frames to any request to review their application and/or submit or update information and/or execute any necessary documents, including releases for performing suitability verification. Failure of the applicant to do so will result in removal of the applicant from the applicable waiting list(s). CHA reserves the right to require applicant status checks, changes to applications regarding income and family circumstances, etc., to be done in person, by mail or electronically.

4.1.3 Fraud or Misrepresentation

Any applicant who has committed fraud or any person who knowingly or intentionally aids or abets any other person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for, any public housing, Housing Choice Voucher Program, or other subsidized program by the use of fraud, misrepresentation or other fraudulent scheme or device is not eligible for public housing admission for a period of five (5) years from the date of the final denial.

4.1.4 Applicant Interviews

The CHA may conduct interviews with applicants for the Programs in accordance with the following guidelines:

a) Private Interview

Insofar as possible, application interviews shall be conducted in a private or semi-private atmosphere where CHA can reasonably

maintain the confidentiality of the information that the applicant or family provides;

b) Consistency of Information

During the applicant's formal interview, the eligibility interviewer will compare new information received with past information stated on application and, if necessary, inquire of the applicant family the reason(s) for any discrepancies, and/or require additional documentation; and

c) Additional Documentation

Additional documentation or verifications specifically requested of the applicant must be provided within one week, or such other reasonable time as CHA may determine, from the interview date unless an extension is granted.

4.2 Applicant Eligibility

In order to meet the eligibility criteria for public housing, an applicant must meet the following standards:

4.2.1 Family Eligibility

At a minimum the applicant must be a family as defined by HUD regulation [24 CFR 5.403] and must be income eligible, i.e. a low income family.

4.2.2 Income Eligibility

To be eligible for admission, an applicant must be a low-income Family at the time of admission, i.e. family income does not exceed 80% of the HUD-established area median income (AMI) for Chattanooga. For sites assisted with Low-Income Housing Tax Credits, income tiers of 50% and 60% of AMI, or otherwise as required under tax credit rules, will be enforced (see Chapter 17 of this ACOP). Annual income, not adjusted income, is used to determine whether an applicant is eligible. Generally, the applicant is eligible for admission into any unit in the CHA's developments subject to CHA initiatives regarding de-concentration strategies.

Income eligibility restrictions do not apply to families transferring within the CHA's Program. However, a family may not be admitted to the CHA's Program from the Housing Choice Voucher Program or from a public housing program operated by another housing authority without meeting the income requirements.

4.2.3 Citizen/Non-citizen Eligibility [24 CFR 5.506]

To be eligible for admission, each member of the family must be a United States citizen, national or a non-citizen that has eligible immigration status in one of the following categories:

a) Permanent Resident

Lawfully admitted for permanent residence as an immigrant, including special agricultural workers;

b) Attorney General Designation

Entered the United States before January 1, 1972 and has maintained continuous residence thereafter, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General of the United States:

c) Asylum/Refugee

Lawfully present in the United States pursuant to the granting of asylum (refugee status);

d) Emergent/Public Interest

Lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest (parole status);

e) Deportation Withholding

Lawfully present in the United States as a result of the Attorney General of the United States withholding of deportation (threat of life or freedom); and/or

f) Amnesty

Lawfully admitted for temporary or permanent residence (amnesty granted under Immigration and Naturalization Action Section 245A).

A family shall not be eligible for assistance unless every member of the family who will reside in the unit is determined to have eligible status, unless the family is a mixed family under appropriate HUD regulations [24 CFR 5.506, 5.516, 5.518] or certain family members are eligible for temporary

deferral of termination of assistance or HUD determines that benefits should otherwise continue or be granted.

4.2.4 Social Security Eligibility

To be eligible, all family members must provide a Social Security number. Generally, no family member may be added to the lease prior to the verification of his or her Social Security number. However, new family members or applicant family members, under the age of 6 who have not been assigned a Social Security Number, may be added to the family or admitted as participants immediately, providing that they provide proper verification of the Social Security number within 90 days. Note: regulation provides for additional 90-day extension upon certain findings.

4.2.5 Execution of Consent Forms [24 CFR 5.230]

To be eligible, each member of the family who is at least 18 years of age shall sign one or more consent forms. The consent form(s) must contain, at a minimum, the following:

a) SWICA Authorization

A provision authorizing the CHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or material necessary to complete or verify the application for participation or for eligibility for continued occupancy. For residents, a provision authorizing the CHA to obtain information or material through the Enterprise Income Verification ("EIV") system to determine continued eligibility;

b) Employer Authorization

A provision authorizing HUD or CHA to verify with previous or current employers income and job related information pertinent to the family's eligibility for or level of assistance;

c) IRS and SSA Authorization

A provision authorizing HUD or CHA to request income information from the Internal Revenue Service and the Social Security Administration for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;

d) Credit Report / Previous Landlord Authorization

A provision authorizing CHA to secure credit reports and a previous landlord history report;

e) Substance Abuse Treatment Records Authorization

A provision which will authorize the release of certain medical and treatment history for persons who have enrolled in an alcohol or substance or drug abuse facility and are stating to the CHA that they have been rehabilitated from the alcohol and substance or drug abuse;

f) Criminal History Authorization

A provision that authorizes the CHA to conduct a criminal background investigation of the applicant and each member of the applicant's family who is at least 16 years old; and

g) Expiration Statement

A statement that the authorization(s) to release the information requested by the consent form expires 15 months after the date the consent form is signed. This provision will not apply to the Criminal History Authorization.

4.3 Applicant Suitability [24 CFR 960.203]

4.3.1 General

The CHA, itself or through commercially-available 3rd party screening services, will evaluate each applicant to determine whether the applicant will be reasonably suitable as a resident of a CHA community. At CHA's option, 3rd-party screening may be applied to a randomly-selected subset of applicants, in order to evaluate its effectiveness over time. In those cases, suitability decisions for those applicants may be made based on the screening results. The CHA will deny admission to any applicant whose habit(s), action(s) and/or practice(s) reasonably may be expected to have a detrimental effect on other residents, site-based management or maintenance staff, CHA's agents, contractors or employees, or other members of the public in and around the community. These suitability provisions shall also apply to any person who may be eligible to become head of household by reason of a family separation, or who may become a family member due to:

- a) Addition to the lease;
- b) Live-in aide;
- c) Guardianship; or
- d) A residual family.

The CHA may declare applicants who fall into one of the following categories (on an individual basis) to be unsuitable for admission to or continued occupancy in the Program. Before such a determination is made, the CHA shall give consideration to favorable changes in the behavior pattern of the applicant, length of time since the latest offense and other extenuating circumstances that indicate the applicant would or could be a responsible resident.

4.3.2 One Strike Policy & Criminal Background

It is the policy of the CHA that each applicant household for the Program shall be screened for criminal activity. The CHA has discretion to deny admission to an applicant:

- a) Who was evicted from CHA-managed Housing, Indian Housing, Section 23, or any Section 8 Program because of drug-related criminal activity for a five-year period beginning on the date of such eviction. (Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.) The CHA shall use information contained in its own files, or information obtained from other housing agencies to make a determination that the person is ineligible. Note: This requirement may be waived if the person demonstrates successful completion of a re-habilitation program approved by the CHA, or the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs no longer is in the household because the person is incarcerated;
- b) Who the CHA has reasonable cause to believe illegally uses a controlled substance in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- c) Who is a fugitive felon or parole violator: (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or (2) violating a condition of probation or parole imposed under federal or state law;
- d) Who CHA has reasonable cause to believe has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
- e) Who has a drug possession charge listed within 5 years of the application date;

- f) Who has an aggravated assault charge listed within 5 years of the application date;
- g) Who has a simple assault charge listed within 5 years of the application date;
- h) Who has any drug paraphernalia charge listed within 5 years of the application date;
- i) Who has any charge listed related to the manufacture, sale or delivery of any controlled/scheduled substance within ten years of the application date (**Note:** Manufacture of methamphetamine is a lifetime ban);
- j) Who has a charge listed of homicide or attempted homicide in any degree (**Note:** lifetime ban);
- k) Who has a charge listed of sex offenses to include but not limited to rape, sexual battery, unlawful sexual contact, and indecent exposure (**Note:** Listing on the Sex Offender Registry is a lifetime ban);
- l) Who has any charge listed relating to a violent felony within 5 years, to include but not be limited to arson, robbery, and mayhem;
- m) Who has any charge listed relating to a public order crime within 5 years of application date, including but not limited to public intoxication, disorderly conduct, vandalism, and prostitution;
- n) Who has committed any other criminal act determined to be detrimental to the safety and well-being of a CHA-managed community;
- o) Who has engaged in acts of domestic violence within 5 years of the application date, including but not limited to dating violence, assault, sexual assault, and stalking; however, the CHA shall follow the terms of the Violence Against Women Act of 2005 in determining eligibility - Applicants shall not be deemed unsuitable because they are victims of domestic and/or LGBTQ-based violence; [24 CFR Parts 5, 91, 880, as amended by the Violence Against Women Reauthorization Act of 2013].
- p) Who has been banned from CHA properties by being placed on the CHA No-Trespass List.

- q) An applicant whose application was denied on the basis of background screening will not be eligible to re-apply for 12 months from the denial.

Generally, an applicant will not be denied for an incident more than five (5) years old unless that incident involved murder, rape, armed robbery, child abuse/molestation, violence (e.g., aggravated assault), violent criminal activity, drug-related criminal activity, drugs, and/or the incident contributes to or evidences a pattern of consistent criminal activity.

4.3.3 Alcohol Abuse

Admission or continued occupancy shall be denied to any person when the CHA determines that there is reasonable cause to believe that the person's pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. In making such determination, the CHA shall rely upon relevant information obtained from local law enforcement agencies, social service agencies, property owners, employers, alcohol abuse centers, acquaintances (including current tenants) who may contact the CHA to volunteer information, or any other appropriate source.

The CHA may waive policies prohibiting admissions if the person demonstrates to the CHA's satisfaction that the person no longer is engaging in abuse of alcohol and has successfully completed a supervised alcohol rehabilitation program; has otherwise been rehabilitated successfully; and/or is currently participating in a supervised alcohol rehabilitation program.

4.3.4 Eviction from HUD-Subsidized Housing

CHA has the discretion to determine that a person who was in a household whose tenancy in a HUD-subsidized program terminated following the initiation of an action in detainer (eviction) cannot be placed on any waiting list or be admitted as a member of a household for a period of up to 5 years from the later of the date of the initiation of the detainer action or lease termination, and until all charges accrued less than 10 years old have been paid. The discharge in bankruptcy of any amounts owed shall not be an exception to the requirement to pay off what was due to the CHA before being placed on a waiting list or being re-admitted to housing.

4.3.5 Violent Behavior

Pattern of threatened abusive or violent behavior toward CHA/site-based Management staff members, CHA agents and residents and/or others;

4.3.6 Financial History

History of failure to meet financial obligations, especially chronic or consistent delinquency in rent, utility payment(s) and/or maintenance charges;

4.3.7 Serious Disturbances

Record of serious disturbances of neighbors, destruction of property; or other disruptive or dangerous behavior;

4.3.8 Housekeeping

Unsanitary, unduly sloppy or hazardous housekeeping that could adversely affect the health, safety or welfare of other tenants;

4.3.9 Credit History

Record of eviction, judgment, significant debt which would reduce or reasonably inhibit the ability to pay;

4.3.10 Landlord Contact

Poor past performance in meeting rental obligations, as informed by contact with the current landlord and, if applicable, at least one prior landlord.

4.3.11 Utility Supplier

Poor past performance in meeting utility obligations, as informed by contact with one prior utility supplier to gather information on the applicant's payment history.

4.3.12 Other Contacts

Poor past performance in meeting other contractual obligations, as informed by contact with such other person(s) or entity/entities as CHA may deem necessary to demonstrate applicant's previous and current ability and/or willingness to pay the rent and other applicable charges in a timely fashion.

4.3.13 Debt to Federal Subsidized Housing Programs

Nonpayment of debt to CHA from a previous tenancy and/or other federal subsidized housing program(s). This would include the violation of any terms and agreements of the Housing Choice Voucher Program.

4.3.14 Other Behavior

Other behavior that would indicate an inability to comply with essential lease terms.

4.4 Consideration of Mitigating Circumstances

The CHA shall have the right (but is not obligated to do so) to impose, as a condition of admission to or continued assistance in the Program for other household members, a requirement that any household member who engaged in or is culpable for drug use or alcohol abuse may not reside with the family in the household on the premises. Moreover, the CHA may require (but is not obligated to do so) that a household member who has engaged in the illegal use of a drug, or in alcohol abuse that threatened the health or safety of, or the right to peaceful enjoyment of the premises by, other residents, to submit evidence of current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program as a condition to being allowed to reside with the household or on the premises.

4.5 Results of Screening for Eligibility and Suitability for Tenancy

When the CHA has made a determination that an applicant is eligible and suitable, thereby satisfying all requirements for admission, the CHA shall notify the applicant of the approximate time when a unit will be offered to the family. The CHA reserves the right to verify an applicant's eligibility and/or suitability at any time prior to the execution of a lease. At admission, the CHA shall provide new residents with a Notice of Occupancy Rights under the Violence Against Women Act (VAWA) (HUD Form 5380, with extra CHA content).

When the CHA has made a determination that an applicant is ineligible and/or unsuitable for the Program, the CHA shall provide prompt written notice of a decision denying assistance to an applicant. This notice shall contain a brief statement of the reasons for the CHA's decision, and shall include the Notice of Occupancy Rights under the Violence Against Women Act (HUD Form 5380, with extra CHA content). The notice will also state that the applicant may request an informal hearing in writing within fourteen (14) days of the date of the notice. The CHA shall provide the applicant with the opportunity within a reasonable time period, to request an informal hearing on the determination. If the applicant fails to request a hearing within the prescribed time period, the CHA will remove the applicant's name from the waiting list(s).

4.6 Review of Denial of Eligibility, Suitability, and Preference Status

Upon request, the CHA will provide an informal hearing to applicants who are determined to be ineligible and/or unsuitable in accordance with 24 CFR 960.208. For non-CHA managed public housing units, all duties of this Section 4.9 shall be administered and executed by the applicable contracted property management agent in place of CHA.

Requests for informal hearings must be delivered in person or by regular first class mail to the CHA or property management agent within 10 days of the date of denial. Failure to request an informal hearing will result in removal from the waiting list(s).

If tenant has a disability, they have the right to request a reasonable accommodation in order to participate in the hearing process.

The Executive Director or his/her designee shall conduct the informal hearing. The applicant will be afforded the opportunity to present written or oral objections to the CHA's decision, present evidence, and question all witnesses. The CHA shall respond in writing with a decision, including the reasons for the final decision within fifteen (15) working days after the hearing or within other such reasonable period of time.

With regard to informal hearings:

- a) the participant must be given the opportunity before the CHA's hearing to examine any CHA documents that are directly relevant to the hearing and be allowed to photocopy any such documents at the applicant's expense;
- b) CHA must be given the opportunity to examine before the hearing any applicant's documents that are directly relevant to the hearing and be allowed to copy any such documents at CHA expense.
- c) the applicant may be represented by a lawyer, or other representative at his/her own expense.
- d) the hearing officer must not have made or approved the decision under review nor be a subordinate of that person.

CHAPTER 5: VERIFICATION

5.1 General [24 CFR 960.259]

The CHA shall verify all factors affecting eligibility, suitability and the family's portion of the rent payment, and will maintain documentation relating to such verification in the applicant/resident file. In those instances, when preferred forms of verification are not available, the CHA shall document the reasons for the failure to secure them.

At the time of determining final eligibility and suitability, the CHA shall require an applicant to provide the CHA access to reliable and reasonably obtainable documentation verifying the accuracy of information appearing on the application form or otherwise necessary for the CHA's determination. If the CHA has verified any information when making a preliminary determination of eligibility for the applicant, the CHA shall re-verify such information on its final determination of eligibility and suitability. Non-receipt of requested documentation, without good cause established by applicant, shall be cause for determining the applicant ineligible.

Information regarding eligibility or suitability may be obtained by the CHA from interviews with the applicant and with others, from telephone conversations, letters, or other documents, and from other oral or written materials. All such information received shall be recorded in the applicant's file including the date of its receipt, the identity of the source, and the person receiving the information. The verification methods described in this chapter shall apply to the application verification process as well as to the annual reexamination process.

5.2 Income and Asset Verification

The applicant/resident shall provide and authorize reasonable verification of information regarding income, exclusions from income and deductions (whether at initial determination or at any re-determination) in order to ensure reliability of the information.

The CHA shall require EIV and Third-Party Verifications by a third-party source of all items of income (except fully-excluded income), exclusions, or deductions. Upon request, the applicant/resident shall assist the CHA in obtaining reasonable third-party verification if CHA is unable to obtain the verification from a third-party source.

During a family's income re-certification process, CHA may elect to accept a family's declaration that family assets are less than \$5,000 in lieu of third-party verification (note: asset verification by family declaration is only applicable to re-

certification; asset verifications on applicants being admitted and on new household members must be done in full).

The declaration of assets must show each asset and the amount of income expected from that asset. All family members age 18 and older must sign the declaration.

Full third party asset verification must be performed for each resident at least once every three years (i.e. after utilizing the streamlined process for two years for a particular resident, full verification must be performed on the third year.

5.3 Eligible Immigration Status Verification [24 CFR 5.508]

The CHA shall determine the citizenship/eligible non-citizen status of each family member regardless of age.

Prior to being admitted, or at the first reexamination, each citizen and national will be required to sign a declaration of eligible immigration status under penalty of perjury and show proof of his/her status by such means as a birth certificate, social security card, passport, immigration papers, military ID, or military DD 214 Form.

All eligible non-citizens who are 62 years of age or older, prior to being admitted or at the first reexamination, will be required to provide proof of age and sign a declaration of eligible immigration status, under penalty of perjury.

All eligible non-citizens under 62 years of age, prior to being admitted or at the first reexamination, must sign a declaration of eligible immigration status and a verification consent form and provide original Immigration and Naturalization Status (INS) documentation. The CHA will copy the individual's INS documentation and place the copy in the file. The CHA will also verify the individual's status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the CHA will mail information to the INS in order to obtain INS records.

Family members who do not claim to be citizens, nationals, or eligible non-citizens must be listed on a statement of non-eligible members and the list must be signed by the head of the household. Any family member who does not choose to declare his/her status must be listed on the statement of non-eligible members.

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

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

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

If the CHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of the individual's status will be obtained at the next regular reexamination. Prior to a new member joining the family, his/her citizenship/eligible non-citizen status will be verified.

5.4 Social Security Numbers Verification [24 CFR 5.216]

Prior to admission, each family member must have a Social Security number and provide verification of his/her current Social Security number.

New family members must provide this verification prior to being added to the lease. New family members or applicant family members, under the age of 6 who have not been assigned a Social Security number, may be added to the family or admitted as participants immediately, providing that they provide proper verification of the Social Security number within 90 days. Note: regulation provides for additional 90-day extension upon certain findings.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the CHA will accept documentation from the Social Security Administration that establishes and states the number. 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, will also be acceptable, as will driver's licenses, military IDs, passports, or other official documents that establish and state the number.

If a member of a resident family indicates that he/she has a Social Security number, but cannot readily verify it, the CHA shall request the individual to certify to this fact and provide the applicant/resident up to thirty (30) days to produce the verification. If the individual is at least 62 years of age, the CHA will provide up to sixty (60) days to produce the verification.

For each family member, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission to the program.

5.5 Suitability Verification

5.5.1 Landlord References

The CHA may require an applicant to provide the names and current addresses of all landlords (or housing providers) for the applicant and household members during the period two (2) years prior to application through the date of the final determination.

If, after request the CHA has failed to receive a reference from a landlord (or housing provider), it shall notify applicant of non-receipt; and the CHA shall request that applicant use his or her best efforts to cause the landlord (or housing provider) to submit the reference to the CHA. In the event the applicant uses his or her best efforts but is unsuccessful, the applicant shall cooperate with the CHA in securing information from other sources about the tenancy. Non-receipt of a reference from a landlord (or housing provider) shall be cause for determining an applicant unsuitable unless the applicant can show that he or she has used best efforts to secure the reference and that he or she has complied with reasonable requests for cooperation in securing other information.

5.5.2 Criminal Background Check

In determining an applicant's suitability, the CHA's Public Safety Department shall check local criminal databases and the National Sex Offender Registry. The Public Safety Department may also check the FBI's National Crime Information Center ("NCIC") of all adult household members aged 16 years and older. The CHA may also consider information relating to criminal history that is in the application.

In its application, the CHA shall notify all applicants that criminal background checks will be performed on household members aged 16 and older. As part of the application, the applicant shall sign an acknowledgement of his/her understanding of the CHA's Criminal Background Check Policy.

The Public Safety Department shall request criminal background information via secure internet connections.

The dissemination of any information related to criminal histories to anyone other than persons authorized to review the information by the Executive Director is expressly prohibited.

Background checks must be dated within **90 days** of certification or reexamination.

5.6 Acceptable Methods of Verification

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified by documentation provided by the family, such as photocopies of Social Security cards, birth certificates, photo IDs. In regards to citizenship, a family's self-certification will be accepted. If applicable, CHA will verify eligible immigration status through the INS SAVE system. All other verifications will be verified by a third party source and/or online verification methods.

CHA will first attempt to receive from the applicant/resident original or authentic documents generated by a third party source computerized system and/or database. For current residents, this information must be dated no earlier than 60 days preceding their reexamination date. For new applicants, this must be dated no more than 60 days prior to admission. These documents include paystubs, payroll summary reports, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

If the applicant/resident is unable to supply CHA with the requested documents, then CHA will send a form directly to the third-party source, along with a release form signed by the applicant/resident, which will then be returned to CHA by the third-party. If the form is not returned to CHA by the third-party source, then CHA will attempt to contact the third-party via phone or in person in order to obtain the verification. Oral third party documentation will include the same information as if the documentation were non-oral, including the date and time the request was made, along with the name of the person contacted and telephone number. This type of verification includes written documents sent directly to and received directly from a source, and which are not passed through the hands of the family.

As a last resort, when neither third party verification nor hand-carried verification can be obtained, the CHA will accept a properly-authenticated statement signed by the applicant/resident. Such documents will be maintained in the file. In those instances when third party verifications are not available, the CHA shall document the reason for failure to secure third party verification. Verification forms and reports received will be contained in the applicant/tenant file.

5.6.1 Types of Verifications

The list below outlines some common examples of verification information that may be sought:

- **Social Security Number** – Social Security Card or Printout from SS Administration

- **Citizenship** – Signed Certification Form, Voter's Registration Card, Birth Certificate
- **Eligible Immigration Status** – INS SAVE Confirmation #, INS CARD
- **Disability** – Letter from Physician, Letter from SS Administration
- **Full-Time Student Status (18yrs of age and older)** – Letter from School of Enrollment
- **Need for Live-In Aide** – Letter from Physician
- **Child Care Costs** – Letter from Child Care Provider, Receipts of Payment to Child Care Provider
- **Disability Assistance Expenses** - Letter from Supplier or Care Giver, Records of Payments
- **Medical Expenses** – Prescription Records from Pharmacies, Receipts of Payments made to Medical Provider
- **Savings, Checking, Direct Deposit Accounts** – Bank Statements
- **CD's, Bonds** – Letter from Institution, copy of CD or Bond
- **Stocks** – Letter from Broker or Company, Current Account Statement
- **Real estate Property** – Letter from Tax Office, Assessment, Property Tax Statement
- **Personal Property** – Assessment, BlueBook, Receipt of Purchase
- **Life Insurance** – Letter from Insurance Company, Copy of Policies and Cash Value Tables
- **Assets Disposed of for Less Than Fair Market Value** – Original Receipt and Receipt at Disposition
- **Employment** – Letter from Employer, 6 Week's Worth of Current Consecutive Paystubs (for tax credit properties, THDA requires 4 consecutive paystubs)
- **Self-Employment** – Tax Return from Previous Year, Record Books
- **Family Contributions (Gifts)** – Letter from Source, Bank Deposits
- **Alimony/Child Support** – Court Order, Letter from Source, Record of Deposits, Letter from Human Services, Divorce Decree
- **Periodic Payments (Social Security/SSI/Welfare/Pension/Workers Compensation/Unemployment)** – Letter or Electronic Printout from the Source, Award Letter
- **Training Program** – Letter from Program Provider Indicating Whether it is a HUD/Federal/State/Local Government Program, Evidence of Enrollment or Completion

5.6.2 Timing of Verification

Reexamination and Applicant Certification Declarations, including the Personal Declaration Questionnaire (PDQ) must be dated no more than **120 days** of effective date of the reexamination or applicant certification. If the declarations are older than this, then CHA will contact the resident/applicant to obtain an updated Declaration.

When an interim reexamination is conducted, the verifications must be dated within **60 days** of reexamination. The CHA will review and confirm any changes related to the interim reexamination.

Criminal background checks will also be conducted annually for all annual reexaminations and on interims only where a new family member (16 years or older) is being added to the household. The background checks must be dated within **90 days** of reexamination.

CHAPTER 6: INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME; ASSETS

6.1 Annual Income [24 CFR 5.609(a)]

6.1.1 Annual income includes, with respect to the family:

- a) All amounts, not specifically excluded in section 6.2, 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, this includes Venmo, PayPal, or CashApp payments, etc. from others outside of the unit (even if amounts and sources vary throughout the month), 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.

6.2 Exclusions from Annual Income [24 CFR 5.609(b)]

Annual income does not include the following:

6.2.1 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.

6.2.2 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 24 CFR § 5.603(b):
 - 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.

6.2.3 Earned income from employment of children under the age of 18 years.

6.2.4 Payments received from the care of foster children or foster adults, or State or Tribal kinship, or guardianship care payments. .

6.2.5 Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

6.2.6 Amounts received by the families that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

6.2.7 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.

6.2.8 Income of a live-in aide, foster child, or foster adult as defined in 24 CFR 5.403 and 5.603, respectively;

6.2.9 Educational exclusions:

- a) 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
- b) 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 section 6.2.9(b), means a grant or scholarship received from:
 - The Federal government;
 - A State, Tribe, or local government;
 - A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);
 - A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
 - An institution of higher education.
 - ii) Student financial assistance, for purposes of this section 6.2.9(b), does not include:

- Any assistance that is excluded pursuant to section 6.2.9(a) of this chapter;
 - 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 section 6.2.9(a) of this chapter);
 - Gifts, including gifts from family or friends; or
 - Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this section or section 6.2.9(a), 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 section 6.2.9(b)(v) of this chapter.
- iii) Student financial assistance, for purposes of this section 6.2.9(b) must be:
- Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
 - Expressly to assist a student with the costs of higher education; or
 - 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 section 6.2.9(b), 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 section 6.2.9(b).
- v) When the student is also receiving assistance excluded under section 6.2.9(a) of this section, the amount of student financial assistance under this section 6.2.9(b)) is determined as follows:
- If the amount of assistance excluded under section 6.2.9(a) of this section is equal to or exceeds the actual covered costs under the fourth bullet of section 6.2.9(b)(ii) of this section, none of the assistance described in this section 6.2.9(b) of this section is considered student financial assistance excluded from income under this section 6.2.9(b)(v) of this chapter.
 - If the amount of assistance excluded under section 6.2.9(a) of this section is less than the actual covered costs under the

fourth bullet of section 6.2.9(b)(ii) of this chapter, the amount of assistance described in section 6.2.9(b) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

- the total amount of student financial assistance received under this section 6.2.9(b) of this section, or
- the amount by which the actual covered costs under fourth bullet of section 6.2.9(b)(ii) of this section exceeds the assistance excluded under section 6.2.9(a) of this section.

6.2.10 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.

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

6.2.12 The amounts received from the following:

- a) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- b) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
- c) Amounts received under a resident service stipend not to exceed \$200 per month. A resident services stipend is a modest amount received by a resident for performing a service for the CHA, on a part-time basis, that enhances the quality of life in the development as determined by the CHA. Residents enrolled in job training programs administered by the CHA are paid a stipend for hours spent in training. The training program and stipend cannot exceed 18 months. No resident may receive more than one such stipend during the same period of time. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of CHA's governing board;
- d) 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 under section 6.2.9(a);

6.2.13 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;

6.2.14 Earned Income of dependent full-time students in excess of the amount of the deduction for a dependent in 24 CFR 5.611;

6.2.15 Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in 24 CFR 5.611;

6.2.16 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;

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

6.2.18 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;

6.2.19 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;

6.2.20 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);

6.2.21 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.

6.2.22 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 section 6.2 apply. HUD will publish a notice will be published in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

6.2.23 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.

6.2.24 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 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.
- 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) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at 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.

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

6.2.26 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.

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

6.2.28 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 Internal Revenue Service regulations and
- b) 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.

6.3 Calculation of Annual Income [24 CFR 5.609(c)]

The CHA will calculate family income as follows:

6.3.1 Initial occupancy or assistance and interim reexaminations. The CHA will estimate the income of the family for the upcoming 12-month period:

- a) To determine family income for initial occupancy or for the initial provision of housing assistance; or
- b) To determine family income for an interim reexamination of family income under 24 CFR 5.657(c), 960.257(b), or 982.516(c).

6.3.2 Annual Reexaminations:

- a) The CHA will 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 CHA uses a streamlined income determination under 24 CFR 5.657(d), 960.257(c), or 982.516(b).
- b) In determining the income of the family for the previous 12-month period, the CHA will take into consideration any redetermination of

income during the previous 12-month period resulting from an interim reexamination of family income under 24 CFR 5.657(c), 960.257(b), or 982.516(c) of this title.

- c) The CHA will 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.

6.3.3 Use of other programs' determination of income:

- a) The CHA may, using the verification methods in section 6.3.3(b), determine the family's income prior to the application of any deductions applied in accordance with section 6.5 below, based on income determinations made within the previous 12-month period for purposes of the following means-tested forms of Federal public assistance:
 - i) The Temporary Assistance for Needy Families block grant (42 U.S.C. 601, et seq.).
 - ii) Medicaid (42 U.S.C. 1396 et seq.).
 - iii) The Supplemental Nutrition Assistance Program (42 U.S.C. 2011 et seq.).
 - iv) The Earned Income Tax Credit (26 U.S.C. 32).
 - v) The Low-Income Housing Credit (26 U.S.C. 42).
 - vi) The Special Supplemental Nutrition Program for Woman, Infants, and Children (42 U.S.C. 1786).
 - vii) Supplemental Security Income (42 U.S.C. 1381 et seq.).
 - viii) Other programs administered by the HUD Secretary.
 - ix) Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.
 - x) Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the HUD Secretary determines to have comparable reliability and announces through the Federal Register.
- b) If CHA intends to use the annual income determination made by an administrator for allowable forms of Federal means-tested public assistance under this section 6.3.3, the CHA 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 CHA will calculate annual income in accordance with section 6.3.1 or 6.3.2. 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.

6.3.4 De minimis errors. The CHA will not be considered out of compliance with the requirements in this paragraph 6.3 solely due to de minimis errors in calculating family income. A de minimis error is an error where the CHA's determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

- a) The CHA will still take any corrective action necessary to credit or repay a family if the family has been overcharged for their rent or family share as a result of the de minimis error in the income determination, but families will not be required to repay the CHA in instances where the CHA has miscalculated income resulting in a family being undercharged for rent or family share.
- b) HUD may revise the amount of de minimis error in this paragraph through a rulemaking published in the Federal Register for public comment.

6.4 Adjusted Income [24 CFR 5.611]

The CHA shall deduct the following amounts from family income to determine Adjusted Income.

6.4.1 Mandatory deductions:

- a) For the year 2025, \$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) For the year 2025, \$525 for any elderly family (defined for HUD programs as "a family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together, or one or more persons who are at least 62 years of age living with one or more live-in aides.") [24 CFR 5.403] or disabled family (defined for HUD programs as "a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.") [24 CFR 5.403], 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 10 percent of annual income:

i) Un-reimbursed medical expenses of any elderly family or disabled family; and

ii) Un-reimbursed 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 who are able to work because of such attendant care or auxiliary apparatus; and

d) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

6.4.2 Financial hardship exemption for unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses

a) Phased-in relief. This paragraph provides financial hardship relief for families affected by the statutory increase in the threshold to receive health and medical care expense and reasonable attendant care and auxiliary apparatus expense deductions from annual income.

i) Eligibility for relief. To receive hardship relief under this section 6.4.2(a), the family must have received a deduction from annual income because their sum of expenses under section 6.4.1(c) exceeded 3 percent of annual income as of January 1, 2024.

ii) Form of relief.

- The family will receive a deduction totaling the sum of the expenses under section 6.4.1(c) that exceed 5 percent of annual income.
- Twelve months after the relief in this section 6.4.2(a)(ii) is provided, the family must receive a deduction totaling the sum of expenses under section 6.4.1(c) that exceed 7.5 percent of annual income.
- Twenty-four months after the relief in this section 6.4.2(a)(ii) is provided, the family must receive a deduction totaling the

sum of expenses under paragraph section 6.4.1(c) that exceed ten percent of annual.

- A family may request hardship relief under section 6.4.2(b) prior to the end of the twenty-four- month transition period. If a family making such a request is determined eligible for hardship relief under section 6.4.2(b), hardship relief under this paragraph ends and the family's hardship relief shall be administered in accordance with section 6.4.2(b). Once a family chooses to obtain relief under section 6.4.2(b), a family may no longer receive relief under this paragraph.

b) General - This section 6.4.2(b) provides financial relief for an elderly or disabled family or a family that includes a person with disabilities that is experiencing a financial hardship.

i) Eligibility for relief.

- To receive hardship relief under this section 6.4.2(b), a family must demonstrate that the family's applicable health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased or the family's financial hardship is a result of a change in circumstances (as defined by the responsible entity) that would not otherwise trigger an interim reexamination.
- Relief under this section 6.4.2(b) is available regardless of whether the family previously received deductions under section 6.4.1(c), is currently receiving relief under section 6.4.2(a), or previously received relief under section 6.4.2(a).

ii) Form and duration of relief.

- The family will receive a deduction for the sum of the eligible expenses in section 6.4.1(c) 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, responsible entities may, at their discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues.

6.4.3 Exemption to continue child care expense deduction. A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue the child care expense deduction under section 6.4.1(d). The responsible entity must recalculate the family's adjusted income and continue the child care deduction if the family demonstrates to the responsible entity's satisfaction that the family is unable

to pay their rent because of loss of the child care expense deduction, and the child care expense is still necessary even though the family member is no longer employed or furthering his or her education. The hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days. Responsible entities, at their discretion, may extend such hardship exemptions for additional 90-day periods based on family circumstances.

6.4.4 Hardship policy

- a) Determination and Definition of Hardship – Hardship exemptions under this section 6.4 shall only be granted when the family, utilizing the CHA-approved procedure and properly-completed forms, submits clear and convincing evidence that the family's financial position and essential needs would be materially compromised without the exemption.
- b) Family Notification – The CHA will promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from the hardship exemption. The notice must also inform the family of when the hardship exemption will begin and expire (i.e., the time periods specified under section 6.4.2(a)(ii) or within 90 days or at such time as CHA determines the exemption is no longer necessary in accordance with section 6.4.2(b)(ii)(B).

6.5 Restriction On Assistance To Families Based On Assets

6.5.1 Restrictions based on net assets and property ownership

- a) A dwelling unit in the public housing program may not be rented, either initially or upon reexamination of family income, to any family if:
 - i) The family's net assets (as defined in 24 CFR 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; or
 - ii) 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:
 - Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;

- 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 no-household member resides at the jointly owned property;
 - Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 5.2001 et. seq.; or
 - Any family that is offering such property for sale.
- b) A property will be considered “suitable for occupancy” under section 6.5.1(a)(ii) unless the family demonstrates that it:
- i) 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.);
 - ii) Is not sufficient for the size of the family;
 - iii) 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);
 - iv) 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
 - v) Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

6.5.2 Acceptable documentation; confidentiality

- a) The CHA may determine the net assets of a family based on a certification by the family that the net family assets (as defined in 24 CFR 5.603) do not exceed \$50,000, which amount will be adjusted annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, without taking additional steps to verify the accuracy of the 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) The CHA may determine compliance with section 6.5.1(a)(ii) based on a certification by a family that certifies that such family does not have any present ownership interest in any real property at the time of the income determination or review.
- c) When a family asks for or about an exception to the real property restriction because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the CHA will comply with the confidentiality requirements under 24 CFR 5.2007. The CHA will

accept a self-certification from the family member, and the restrictions on requesting documentation under 24 CFR 5.2007 will apply.

6.5.3 Enforcement

a) When recertifying the income of a family that is subject to the restrictions in paragraph 6.5(a), the CHA may choose not to enforce such restrictions, or alternatively, may establish exceptions to the restrictions based on eligibility criteria.

6.5.4 Delay of eviction or termination of assistance – The CHA may delay for a period of not more than 6 months the initiation of eviction or termination proceedings of a family based on non-compliance under this provision unless it conflicts with other provisions of law.

CHAPTER 7: DETERMINATION OF TOTAL TENANT PAYMENT & RENT

7.1 Family Choice [24 CFR 960.253(a)]

At admission and each year in preparation for a family's annual reexamination, the CHA shall provide each family with the choice of having rent determined under the income method or having rent set at the flat rent amount.

Seasonal employees, such as school support personnel, will have a choice of income being calculated based upon the actual time worked within the calendar year or on an annual basis.

Families have only one opportunity per year to select flat rent (normally at recertification time). However, in cases of financial hardship, a family currently on flat rent may elect at any time of the year to reselect income-based rent. Hardship for the purpose of re-selecting income-based rent shall be defined in the same way as hardship for minimum rent exemption as in section 7.4 below. In order for families to make informed choices about rent options, the CHA will provide the following information:

- a) The CHA's policies on switching types of rent in case of a financial hardship; and
- b) The dollar amount of resident rent for the family under each option. If the family chose a flat rent for the previous year, the CHA will provide the amount of income-based rent for the subsequent year only if the family specifically requests it and submits updated income information or if the CHA is conducting an annual reexamination on the three-year cycle.

7.2 Flat Rent [24 CFR 960.253(b)]

The flat rent is based on the market rent charged for comparable units in the private unassisted rental market in Chattanooga. It is equal to the estimated rent for which the CHA could promptly lease a unit after preparation for occupancy. Flat rents are offered to residents to promote mixed incomes in developments and encourage self-sufficiency.

The CHA has set a flat rent for each public housing unit according to the methodology outlined in 24 CFR 960.253.

Families who opt for the flat rent will be required to undergo an income reexamination process every three years, rather than an annual review. However,

families who choose flat rent will be required to sign required HUD forms and report any changes in family composition on an annual basis.

Families who opt for the flat rent may request to have a reexamination / interim and return to the income based method at any time for any of the following reasons: the family's income has decreased; the family's financial circumstances have changed such as increased expenses for child care or medical care, and other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

The CHA will post the flat rents at each of the developments and at the CHA's main office. The Board incorporates flat rents in this policy upon approval.

In setting its flat rents, CHA takes into consideration the fact that private market renters typically pay utilities such as electric, gas, water and sewer, in addition to their rent payment. Therefore:

- a) For CHA sites that have utility allowances, the utility allowances (and any payments required as a result of exceeding those allowances) will apply to families who elect flat rent, in the same way they apply to families electing income-based rent; except that in no case shall a family electing flat rent receive a utility reimbursement or credit from CHA as a result of using fewer units of energy or water than provided by the applicable allowance; and
- b) For CHA sites where there are utility surcharges for the use of CHA-provided equipment (such as air conditioning), the surcharges will apply to families who elect flat rent, in the same way they apply to families electing income-based rent.

7.3 The Income Method

An income-based rent is a resident rent that is based on the family's income. The total resident payment is equal to the highest of:

- a) 10 percent of the family's gross monthly income; or
- b) 30 percent of the family's adjusted monthly income; or
- c) The minimum rent of \$50.

The amount of the income-based rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date of move in for each affected family.

7.4 Minimum Rent [24 CFR 5.630]

The CHA has established a minimum rent of fifty dollars (\$50.00).

The CHA shall grant an exemption from the payment of the minimum rent if the family is unable to pay the minimum rent due to financial hardship. Financial hardship includes the following situations:

- a) The family or individual has lost eligibility or is waiting for an eligibility determination for a Federal, State, or Local assistance program;
- b) The family or individual would be evicted as a result of the imposition of the minimum rent requirement;
- c) The income of the family or individual has decreased because of a changed circumstance, including loss of employment; and/or
- d) A death in the family has occurred.

If a family requests a hardship exemption, the CHA shall suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption, and continuing until the CHA determines whether there is a qualifying financial hardship and whether it is temporary or long term.

The CHA shall promptly determine whether a qualifying hardship exists and whether it is temporary or long term. The CHA 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.

If the CHA determines that a qualifying financial hardship is temporary, the CHA shall reinstate the minimum rent from the beginning of the suspension of the minimum rent. The CHA shall offer the family a reasonable repayment agreement, on terms and conditions established by the CHA, for the amount of back minimum rent owed by the family.

If the CHA determines that a qualifying financial hardship is long-term, the CHA shall exempt the family from the minimum rent requirements so long as the hardship continues. The exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

7.5 Rent for Families with Mixed Immigration Status [24 CFR 5.520]

A mixed family may receive continued assistance if all of the following conditions are met:

- a) The family was receiving assistance on June 19, 1995;

- b) The family was granted continuation of assistance before November 29, 1996;
- c) The family's head or spouse has eligible immigration status; and
- d) The family does not include any person who does not have eligible immigration status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child of the head of household or spouse.

If a mixed family qualifies for prorated assistance (and does not qualify for continued assistance), but decides not to accept prorated assistance, or if a family has no members with eligible immigration status, the family may be eligible for temporary deferral of termination of assistance if necessary to permit the family additional time for the orderly transition of those family members with ineligible status, and any other family member involved to other affordable housing.

The CHA shall prorate an eligible family's assistance using the following calculation:

- a) The total tenant payment will be determined in accordance with this Chapter 7. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- b) The total tenant payment will be subtracted from the flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
- c) The family maximum subsidy will be divided by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy per eligible family member is the "member maximum subsidy."
- d) The member maximum subsidy will be multiplied by the number of family members who have citizenship or eligible immigration status ("eligible family members").
- e) The product of steps a through d above is the amount of subsidy for which the family is eligible ("eligible subsidy"). The family's rent is the applicable flat rent minus the amount of the eligible subsidy.

7.6 Utility Allowance [965.502 et. seq.]

The CHA shall establish a utility allowance for all check-metered utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. Allowances will be evaluated at least annually as well as any time utility rate changes by 10 percent or more since the last revision to the allowances.

In addition to the utility allowances, the CHA shall establish surcharges for the months of May through September for residents residing in sites where individual dwelling-unit electric metering is not possible, and where a CHA-provided or resident-provided air conditioning unit is present.

Utility allowance revisions based on rate changes only shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions which modify the amount of allowed primary units of energy or resources shall be subject to a 60-day notice and comment period as provided in 24 CFR 965.502.

Families with high utility costs are encouraged to contact the CHA for an energy analysis. The analysis may identify problems with the dwelling unit that, once corrected, will reduce energy costs. The analysis can also assist the family in identifying ways that they may reduce their costs.

7.7 Rent Payment Methods

Rent and other charges are due and payable on the first day of the month. All rents shall remain in effect until adjusted in accordance with the provisions of the lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Payments may be made at the site office by check, money order, State of Tennessee Electronic Benefit Transfer Card (EBT) (where available), or debit card in the amount due (where available). Cash is not accepted as a form of payment.

If the rent is not paid by the fifth (5th) calendar day of the month, rent shall be considered delinquent and a 30-day Notice to Vacate will be issued. If rent is not paid by the 5th day of the month, a late charge of \$5 shall be assessed. If money payable on a tenant's account is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$35 for processing costs.

Commented [RP1]: Revisit insufficient funds charge.

If, within a rolling 12-month period, Tenant should have two personal checks that are returned for insufficient funds, Tenant shall be required to make future payments by money order, credit card, debit card or cashier's check. A history of

three (3) or more late/delinquent rental payments within the current reexamination period may result in lease termination.

7.8 Reservation of Rights and Partial Payments

The CHA reserves its right to accept any payment at any time without condoning a lease violation for which notice has or has not been previously sent [T.C.A 66-28-508]. Acceptance of a partial payment or any payment does not waive CHA's rights to proceed under an unlawful detainer warrant to recover possession and any unpaid balance.

Payment is defined as all amounts owing to the CHA which are received, including but not limited to: rent, late charges, excess utility charges, maintenance charges, legal charges, and any other outstanding charges on a resident's account.

Partial payment is defined as any amount offered as payment that is less than the current balance owed on a resident's account.

Partial payments offered shall be accepted and shall require a Reservation of Rights Agreement acknowledged by the resident.

A Reservation of Rights shall always be incorporated into any repayment agreement.

Residents carrying balances older than 30 days may be required to attend self-sufficiency classes, and non-compliance may result in eviction.

CHAPTER 8: COMMUNITY SERVICE AND CONTINUED OCCUPANCY

8.1 General

Community service is the performance of voluntary work or duties that are a public benefit 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. [24 CFR 960.601]

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service, or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as described unless exempt from this requirement.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants such as: programs for job training, work placement, basic skills training, education, English proficiency, financial or household management, apprenticeships and any program necessary to ready a participant to work such as substance abuse or mental health treatment.

8.2 Exemptions [24 CFR 960.601]

An exempt individual is an adult who:

- a) Is 62 years or older; or
- b) Is a blind or disabled individual as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability he or she is unable to comply with the community service requirement, or is a primary caretaker for such an individual;
- c) Is engaged in work activities for at least 20 hours per week;
- d) Meets the requirements from having to engage in a work activity under the State program funded under part A of Title IV of the Social Security Act (42 U.S.C. 601) or under any other welfare program of the State in which the CHA is located, including a State-administered welfare to work program; or
- e) **Is a member of a family receiving assistance, benefits or services under a State program funded under part A of Title IV of the Social**

Security Act or under any other welfare program of the State in which the CHA is located, including a State administered welfare to work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

8.3 Notification of the Requirement

The CHA shall provide written notification to each adult family member about the community service requirement and related exemptions. The notification will provide the opportunity for the family member to claim and explain an exempt status. The CHA shall verify each claim for exemption.

The notification will also advise family members that the community service obligation will begin upon the effective date of their first annual reexamination. For families paying a flat rent, the obligation begins on the date that the annual reexamination would have been effective had an annual reexamination taken place. The notification will also advise that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

8.4 Community Service Volunteer Opportunities

The CHA will coordinate with social service agencies, local schools, the CHA's Resident Services Department and others to compile a list of community service volunteer opportunities. However, it is the resident's responsibility to secure opportunities for community service credit. The CHA is responsible for maintaining the record of documented community service compliance for affected residents and for determining the eligibility of the family for continued occupancy.

8.5 Assuring Resident Compliance [24 CFR 960.607]

If qualifying activities are administered by an organization other than the CHA, the family member must provide signed certification to the CHA that the family member has performed the community service activities. Such certification:

- a) may be from the organization for which services were performed; or
- b) may be a self-certification from the family member, which must include:
 - (i) A statement that the tenant contributed at least 8 hours per month of community service not including political activities within the community in which the adult resides; or participated in an economic self-sufficiency program for at least 8 hours per month;

- (ii) The name, address, and a contact person at the community service provider; or the name, address, and contact person for the economic self-sufficiency program;
- (iii) The date(s) during which the tenant completed the community service activity, or participated in the economic self-sufficiency program;
- (iv) A description of the activity completed; and
- (v) A certification that the tenant's statement is true.

The CHA will validate annually a statistically valid sample of self-certifications received under sub-paragraph (b) above, using 3rd-party verification as described in sub-paragraph (a).

If the CHA determines that there is a family member who is required to fulfill the community service requirement, but who has violated this family obligation, the CHA shall notify the resident of this determination.

The CHA's notice shall briefly describe the non-compliance and state that the CHA will not renew the lease at the end of the twelve-month lease term unless the resident and any other non-compliant family member enter into a written agreement with the CHA to cure such non-compliance, and in fact cure the non-compliance in accordance with the agreement, or the resident provides written assurance satisfactory to the CHA that the resident or other non-compliant resident no longer resides in the unit. The notice shall also state that the resident may request a grievance hearing on the CHA determination and that the resident may exercise any available judicial remedy to seek timely redress for the CHA's non-renewal of the lease because of the determination of non-compliance.

8.6 Resident Agreement to Comply with Community Service Requirement

If the resident or family member has violated the community service requirement, the CHA may not renew the lease upon expiration of the term unless:

- a) The resident and any other non-compliant resident enter into a written agreement with the CHA to cure such noncompliance by completing the additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve-month term of the new lease, and
- b) All other members of the family who are subject to the service requirement are currently complying with the service requirement or are no longer living in the unit.

8.7 Prohibition Against Replacement of CHA Employees

In implementing the community service requirement, the CHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the community service requirement. [24 CFR 960.60]

CHAPTER 9: RECERTIFICATION

9.1 General

At least annually the CHA will conduct a reexamination of family income and composition in accordance with a schedule for reexaminations developed by the CHA. The results of the reexamination are used to determine the rent that the family will pay and that the family is appropriately housed.

It is the responsibility of the resident to report changes in family composition between annual reexaminations throughout the year. Additionally, a household that claims zero income must report any increase in income. The CHA may conduct an interim examination based upon notification of these changes.

In the event that a household's income increases or decreases, the family should report this change within 10 days. The CHA shall conduct an interim examination based upon the change and shall adjust the resident's rent accordingly.

9.2 Annual Reexamination

Approximately four months prior to the scheduled date for a resident's reexamination, the CHA will mail a notification letter to the family advising of the upcoming reexamination interview, the necessary documentation that will be required from the family and the options for rent payment by the family.

a) Annual Reexamination Interview

During the scheduled interview, the CHA will review all income documentation and will determine if the family is appropriately housed. If the family is not appropriately housed, the CHA may initiate a transfer.

If the family fails to attend or reschedule the interview, the CHA will mail a second letter rescheduling the interview. The letter will also advise that if the family fails to attend or reschedule the second interview, the CHA will take eviction action against the family.

b) Flat Rent

Each year at the reexamination interview, the family has the option of electing a flat rent.

If the family elects to pay a flat rent, at the annual reexamination the CHA will require only information about the family composition and the completion of HUD required consent forms. The CHA will perform an

income reexamination every third year for families electing to pay flat rent.

The CHA will advise the family the approximate time when the CHA will review the amount of the flat rent, the approximate rent increase that the family can expect, and the approximate date that a future rent increase could become effective.

At the reexamination interview, the CHA will require that the family sign a certification accepting or declining the flat rent.

c) Income Method Rent

Each year at the reexamination interview, the CHA will require all information regarding income, assets, expenses and other information necessary to determine the family's share of rent. The family will complete all HUD required consent forms that will be used by the CHA to secure third party verification of the family's circumstances.

Upon receipt of the third party verification, the CHA will determine the family's annual income and will calculate the rent based on the highest of 10% of monthly income, 30% of adjusted gross monthly income or the minimum rent.

The new rent will generally become effective upon the resident's anniversary date, but in no event prior to 30 days written notice to the family of the rent increase. If a determination of the new rent is delayed due to a reason beyond the family's control, then the rent increase will be payable on the first of the month after expiration of the 30 day notice period.

Example: Resident's anniversary date is June 1st. Notification of rent increase is dated May 25. New rent becomes effective on June 1st, but does not become payable until July 1st

If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the resident's anniversary date.

If the family caused the delay, any increase will be effective on the anniversary date. Any reduction in rent will be effective on the first of the month after the reported change, except in documented cases of hardship in which the family was unable to report the decrease in income.

If a new member is added to the lease, the CHA will recalculate the family's income based on the new family member. This may result in an increase in rent. The CHA will provide a 30-day notice to the family of this rent increase.

9.3 Interim Reexamination (24CFR 960.257)

- a) A family is required to report the following changes to the CHA between regular reexaminations within (10) ten days:
- Any increase or decrease in family income;
 - A household member has been added to the family through birth, adoption, court ordered custody or marriage; and
 - A household member is leaving or has left the household.

The head of household must provide adequate documentation of these circumstances such as copies of court orders, birth certificates, adoption certificates, etc.

- b) The CHA shall conduct an interim reexamination for:

- A family whose family members have changed, or;
- A family whose income has increased or decreased and/or;
- Any family who had claimed zero income that has an increase in their income and/or;
- A family whose period of "earned income disregard" ends.

- c) Decreases in Income: Tenants have the option of requesting an interim recertification due to decreases in income. If the resident reports the decrease to site management by the 20th of the month, every effort will be made to implement any decrease in rental payment by the first day of the following month, provided that proper documentation was provided by the tenant. Any reduction in rental payment reported will become effective the first day of the following month. A Tenant's failure to provide timely reporting and documentation on the decrease in income will delay implementation of the rent reduction, with no retroactive credit.

Increases in Income: In the event of an increase in total tenant payment, that increase will become effective on the 1st day of the second month after the resident reports an increase.

9.4 Over-Income Households (24CFR 960.507)

- a) In general. The Over-Income Limit for CHA's public housing program is currently set at the Very Low Income Limit (50% of AMI, determined by HUD annually), times 2.4.

- b) Notification of Over-Income Families.
- i) If the CHA determines the family has exceeded the over-income limit pursuant to an income examination, the CHA will provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice will state that the family has exceeded the over-income limit and continuing to exceed the over-income limit for a total of 24 consecutive months will result in termination of tenancy. The CHA will afford the family an opportunity for a hearing if the family disputes within a reasonable time the CHA's determination that the family has exceeded the over-income limit.
 - ii) The CHA will conduct an income examination 12 months after the initial over-income determination described in paragraph (b)(i) of this section, unless the CHA determined the family's income fell below the over-income limit since the initial over-income determination. If the CHA determines the family has exceeded the over-income limit for 12 consecutive months, the CHA must provide written notification of this 12-month over-income determination no later than 30 days after the income examination that led to the 12-month over-income determination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24 consecutive months will result in termination of tenancy. The CHA will afford the family an opportunity for a hearing if the family disputes within a reasonable time the CHA's determination that the family has exceeded the over-income limit.
 - iii) The CHA will conduct an income examination 24 months after the initial over-income determination described in paragraph (b)(i) of this section, unless the CHA determined the family's income fell below the over-income limit since the second over-income determination. If the CHA determines the family has exceeded the over-income limit for 24 consecutive months, then the CHA will provide written notification of this 24-month over-income determination no later than 30 days after the income examination that led to the 24-month over-income determination. The notice will state that the family has exceeded the over-income limit for 24 consecutive months and that the CHA must terminate the family's tenancy in accordance with the Admissions and Continued Occupancy Policy. The CHA will afford the family an opportunity for a hearing if the family disputes within a reasonable time the CHA's determination that the family has exceeded the over-income limit.
 - iv) If, at any time during the consecutive 24-month period following the initial over-income determination described in paragraph (b)(i) of this section, the CHA determines that the family's income is below the over-income limit, the family is entitled to a new 24 consecutive month period of being over-income and new notices under

- paragraphs (b)(i), (b)(ii), and (b)(iii) of this section if the CHA later determines that the family income exceeds the over-income limit.
- c) End of the 24 consecutive month grace period. Once a family has exceeded the over-income limit for 24 consecutive months, the PHA must terminate the tenancy of the family no more than 6 months after the notification under paragraph (b)(iii) of this section. The CHA will continue to charge these families the family's choice of income-based, flat rent, or prorated rent for mixed families during the period before termination. The CHA will give appropriate notice of lease tenancy termination (notice to vacate) in accordance with State and local laws.
 - d) An over-income family will continue to be a public housing program participant until their tenancy is terminated by the CHA in accordance with paragraph (c) of this section.

9.5 Additions to Lease

If a resident desires that a new member be added to the household, the resident must provide information about the new family member's income, assets, verified citizenship/eligible immigrant status, Social Security number if applicable, and all other information required of an applicant for public housing.

Upon receipt of this information the CHA will screen the application. If the CHA determines that the individual is eligible and suitable, the CHA will execute a new lease with the family reflecting the changed family composition.

If the CHA determines that the individual is ineligible or unsuitable, the CHA will so advise the family in writing of the determination and of the opportunity to request an informal hearing.

Except for additions due to birth or court awarded custody, the CHA may disallow the addition of a household member if a resident family is currently properly housed and the addition of a new member to the household will create an over-housed situation. Additionally, the CHA shall disallow the addition of a new member to the household when the existing household is in an over-housed situation.

In the event that the CHA denies a resident's application to add a person to his/her lease, he/she may appeal the decision through the CHA's Grievance Policy.

9.6 Residual Tenancy

a) Criteria

A remaining member of a resident household may apply to become the head of household in the event of the death, departure or incapacity of the head of household. The application to become head of household will be approved provided that the applicant meets the following criteria:

- An adult who has been a resident of record on the current lease for the unit for a minimum of nine months and whose income has been reported and included in the rent computations during the period of his/her occupancy unless he/she was without income or was a full-time student; or
- In the event that the remaining member(s) of the household consists only of minor children, the applicant must be an adult who has either been appointed either as a temporary or permanent guardian or is the natural parent of one or more household members, is willing to assume responsibility for the apartment and the household, and is willing to enter into a lease. Under these circumstances, the CHA shall screen the applicant in accordance with the terms of this policy; or
- In the event that the remaining member of the household is an incapacitated adult who is unable to fulfill the responsibilities set forth in the lease, the applicant must be an adult who has been appointed as either a temporary or permanent guardian of the remaining household member, and is willing to assume responsibility for the apartment, and willing to enter into a lease. Under these circumstances, the CHA shall screen the applicant in accordance with the terms of this policy.

b) Divorce, Separation or Protective Order; Bifurcation of Lease Under Violence Against Women Act

In the event of divorce, separation or a protective order issued by a court under chapter 209A or other state or federal statute, any person(s) designated by the court will be permitted to apply to become the head of household provided that he or she would otherwise qualify under the terms of this policy.

In the event of a bifurcation of a lease undertaken to afford protections under the Violence Against Women Act to a victim of domestic violence, the remaining victim household member shall be afforded the opportunity to establish eligibility as a head-of-household, or a reasonable time to move or establish eligibility for another assisted housing program.

c) Income

An applicant to become the head of household will not be found ineligible based on income exceeding the eligibility limits for applicants for admission to public housing.

d) Limitations

Live-In Aides are not “members of the household” for program purposes, and therefore are not eligible to assume the tenancy of the deceased or departing head of household.

A remaining member of a resident household will not be considered for residual tenancy if the departing or incapacitated head of household is relocating to another CHA apartment or to the CHA’s Housing Choice Voucher Program, is relocating to another subsidized or non-subsidized apartment, is purchasing a home, is under eviction for non-payment of rent or for cause, or has vacated with an outstanding balance due to the CHA.

(A resident shall be regarded as being “under eviction” if the Community Manager has determined to proceed with eviction and the resident’s appeal rights have been exhausted.)

A remaining member of a resident household will not be considered for residual tenancy if the head of household has died and immediately prior to death, the head of household was under eviction (as described above) for non-payment of rent or for cause, or died with an outstanding balance of more than two month’s rent due to the CHA.

Approval of residual tenancy shall be conditional on the remaining members of a resident household being properly housed. Where applicable, any approved applicant for residual tenancy shall remain under a Use and Occupancy Agreement and will not sign a CHA standard dwelling lease until such time as the household transfers to an appropriately sized unit. Refusal to transfer to an appropriately sized unit shall be considered a violation of this policy and will cause the revocation of the conditional approval of residual tenancy.

e) Appeals

An applicant to be added to the lease and/or applicant for residual tenancy may appeal in accordance with Chapter 14 of this Policy.

CHAPTER 10: RESIDENT TRANSFERS

10.1 Policy [960.202]

It is the policy of the CHA that a resident residing in a CHA-managed public housing site may be transferred to another unit for administrative reasons as set forth in this chapter. Transfers initiated from sites governed by this Policy may be accepted at CHA-managed sites governed by other Policies or Management Plans, however the other Policy or Management Plan must permit it, and transferring families must meet all eligibility and admissions requirements of the receiving site.

10.2 Administrative Transfers

The Executive Director or his/her designee may require a resident to transfer from one dwelling unit to another of an appropriate bedroom size for a sound administrative reason such as:

- a) Fire in or condemnation of an occupied unit;
- b) Harassment or abuse of a resident or household member (including Emergency Transfers pursuant to section 10.3);
- c) When the CHA determines that there is extreme overcrowding (when the family's size and/or composition is significantly inappropriate for a unit with so few bedrooms);
- d) When the CHA determines that a family is over housed, i.e. resides in a unit that has more bedrooms than that which is required by the family size or composition;
- e) When the CHA is undertaking modernization, and the type of work being done requires that the resident temporarily or permanently relocates;
- f) When there are defects in the resident's unit that pose an immediate and serious threat to health and safety that cannot be immediately repaired;
- g) When the CHA determines that a participant in the LIPH Family Self-Sufficiency Program and/or other ROSS Program has demonstrated an interest and ability to successfully participate in the CHA's Upward Mobility Program;
- h) Failure of a household residing at another Program's Upward Mobility Site to comply with the requirements of the Upward Mobility Program (See Section 17.2);

- i) To facilitate the continuation of housing assistance for a participant who has successfully graduated from the CADAS program described in Chapter 17; and
- j) To give effect to an approved Reasonable Accommodation as described in section 1.2.4.

An Administrative Transfer to a site utilizing age-denominated preferences will only be approved when the transferring household also meets the highest age-denominated preference of that site.

The CHA may decide at any time to initiate a transfer for administrative reasons. Such a transfer must be approved by the Director of Housing Operations and implemented in a manner consistent with the relevant provisions of the resident's lease and/or applicable law.

10.3 Emergency Transfers Under Violence Against Women Act [24 CFR 5.2001 et. seq.]

In accordance with the Violence Against Women Act (VAWA) and HUD regulations, CHA allows residents who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the resident's current unit to a safer unit. The ability to request a transfer, under the protections of VAWA, is available to all individuals regardless of sex, gender identity, or sexual orientation or other protected characteristics.

- a) Eligibility - A resident who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if:
 - i) Resident reasonably believes that there is a threat of trauma or imminent harm from further violence if the resident remains within the same unit.
 - ii) Where the resident is a victim of sexual assault, the resident may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.
- b) Required Documentation - A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this section. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section. To request an emergency transfer, the resident shall notify CHA's site management office and submit a written request/certification form (HUD-5382). Requests may also be submitted

to the CHA Central Office care of "Director of Housing Operations", 801 North Holtzclaw Ave., Chattanooga, TN 37404. CHA will provide reasonable accommodations to this policy for individuals with disabilities. The request should set out the basis for eligibility as described in a(i) or a(ii) above.

- c) Confidentiality - To the maximum extent permitted by law, CHA will keep confidential any information that the resident submits in requesting an emergency transfer, and information about the emergency transfer, unless the resident gives CHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the Program. This includes keeping confidential the new location of the dwelling unit of the resident, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the resident. Subsequent to any transfer under this section, documentation relating to the transfer shall be purged from the resident file, and maintained only in the files of CHA's Director of Housing Operations.
- d) Processing
 - i) Requests for Emergency Transfers under this section shall be reviewed by CHA's Director of Housing Operations, and approved or denied.
 - ii) If a request is approved, CHA shall determine, in consultation with the resident, which available site or sites would be acceptable for the transfer, considering all factors such as safety, program eligibility and availability of suitably sized/configured units.
 - iii) If CHA has no safe and available units for which a resident who needs an emergency transfer is eligible, CHA will assist the resident in identifying other housing providers who may have safe and available units to which the resident could move. At the resident's request, CHA will also assist residents in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are set out in CHA's VAWA Notice of Occupancy Rights.

10.4 Safe At Home Address Confidentiality Program

The Safe at Home Address Confidentiality Program is a statewide address confidentiality program administered by the Office of the Tennessee Secretary of State. It is open to all victims of domestic abuse, stalking, human trafficking, rape, sexual battery, or any other sexual offense who satisfy eligibility and application requirements at no cost. Once a

participant has been approved, they are provided with a 'substitute' address that can be used by them and their children as their official mailing address for all state and local government purposes, including public school or public benefits enrollment, subject only to a few limited exceptions. CHA residents who are receiving an administrative transfer for any reason, and residents newly moving into a CHA-managed site, will receive Safe at Home program information and CHA will refer any requests for Safe at Home participation to the designated Central Office Safe at Home coordinator.

10.5 Placement on the Waiting List

a) Administrative Transfers (including those for Emergency Transfers)

A resident with an approved administrative transfer application to another unit shall be assigned the "Administrative Transfer" preference on the appropriate site waiting list. Within the group of applications for administrative transfer, the applications will be placed on the list in time and date sequence as received by the site management office.

10.6 Unit Offer Pursuant to a Transfer

The CHA shall offer one unit that is appropriate in size and meets the circumstances of the transfer, and where the transfer is for medical reasons, appropriate for the resident's medical need. A resident must accept the transfer offer within seven (7) working days of its receipt. For good cause, the CHA may extend the time for accepting the offer. If a resident refuses to move pursuant to an Administrative Transfer that is being made for reasons of program requirements or that have been required by authorities having jurisdiction (e.g., Fire Department for damaged units), the CHA will begin eviction proceedings.

10.7 Acceptance of Unit

Upon offer and acceptance of a unit, the family will execute a new lease and pay any rent and/or security deposit within two (2) days of being advised that the unit is ready to rent. The CHA may accept the security deposit in four equal monthly payments. The family will be allowed five days to move after receipt of the key to the unit to which the resident is transferring. The resident may elect to retain possession of the unit for up to an additional three days; however, the family must pay rent in an amount that includes both the resident's share and the share that is subsidized by HUD.

10.8 Cost of the Resident's Transfer

The cost of a resident's transfer will be borne by the CHA when:

- a) the transfer is pursuant to a Reasonable Accommodation under section 1.2.4; or

- b) an Emergency Transfer under 10.3; or
- c) when action or inaction by the CHA has caused the unit to be unsafe or uninhabitable.
- d) is required by CHA modernization or rehabilitation work.

The cost for a transfer will generally be borne by the family under the following circumstances:

- e) When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- f) When the family was originally properly housed and the transfer is needed to move the family to an appropriately sized unit, either larger or smaller, due to a change in family composition;
- g) When a family that did not require an accessible unit accepted the unit and must transfer because a handicapped family needs an accessible unit. (Prior to acceptance of the unit, the family generally must sign a statement acknowledging an understanding that a transfer may be required if a handicapped family needs the unit.)
- h) When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

10.9 Appeal

If the resident does not agree to an administrative transfer, the CHA shall inform the resident of the right to request a grievance hearing. The resident must request the grievance hearing within 14 days of the denial of the transfer request.

CHAPTER 11: PET POLICY

11.1 Introduction [24 CFR 5.300]

The CHA allows for pet ownership in its elderly/handicapped and family developments with the written pre-approval of the CHA in accordance with this policy.

General policy matters related to pets are set forth in this Chapter and are supplemented by the CHA pet application and lease addenda. Information and documents related to pets may be obtained at the CHA's site management offices.

This policy does not apply to animals that are used to assist, support, or provide service to persons. The CHA will not apply or enforce any policies against animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. [24 CFR 5.303] This exclusion applies to animals that reside in projects for the elderly or person with disabilities, as well as to animals that visit these projects.

11.2 Pet Definition [24 CFR 5.306]

Common household pet means: a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles). This definition shall not include animals that are used to assist persons with disabilities.

11.2.1 Domestic Dogs

- a) Maximum number per household: 1
- b) Maximum adult weight: 25 pounds when full grown
- c) Must be house-broken
- d) Must be spayed or neutered
- e) Must have inoculations in accordance with State and local laws

11.2.2 Domestic Cats

- a) Maximum number per household: 1
- b) Maximum adult weight: no restrictions

- c) Litter must be changed twice a week
- d) Must be spayed or neutered
- e) Must have inoculations in accordance with State and local laws.
- f) Must have scratching post

11.2.3 Birds

- a) Maximum number per household: 2
- b) Must be maintained inside cage at all times
- c) Cage must be cleaned twice a week

11.2.4 Fish

- a) Maximum number of aquariums: 1
- b) Maximum aquarium size: 20 gallons
- c) Aquarium or fishbowl must be cleaned as needed

Note: a household may have one (1) dog and one (1) cat in addition to birds and fish.

11.3 Prohibition Against Discrimination [24 CFR 5.309]

The CHA will not prohibit or prevent any tenant of elderly/disabled developments from owning common household pets or having such pets living in the tenant's dwelling unit; or restrict or discriminate against any person in connection with admission to, or continued occupancy of, such housing by reason of the person's ownership of common household pets or the presence of such pets in the person's dwelling unit.

11.4 Pet Guidelines (24 CFR 5.318)

The following guidelines apply to pets maintained by CHA residents. An animal observed to be on site under the control of a resident on multiple occasions may be deemed by CHA to be that resident's pet, requiring approval under this Chapter of the ACOP.

11.4.1 Approval

The Community Manager shall review the application and arrive at a decision by considering the following:

- a) Whether the animal is a pet as defined above;
- b) If available, prior landlord references (including references from the CHA in cases where tenant has had a pet in CHA property) relating to applicant's pet ownership, including problems with gnawing, chewing, scratching, or otherwise defacing the unit, common areas, and outside property.

If the Community Manager approves the application, the tenant must complete a "Pet Lease Addendum" and submit this form to the Community Manager. This document shall become part of the tenant's lease agreement.

The pet owner is responsible for providing the CHA with the following information and documents at the time of application and at the time of recertification provide updated inoculation records. These documents shall be kept in the pet owner's file:

- a) Color photo and identifying description of the pet;
- b) Attending veterinarian's name, address and telephone number;
- c) Veterinary certificates of spaying or neutering, rabies, distemper combination, parvovirus, feline VRC, feline leukemia testing and other inoculations when applicable;
- d) Veterinary certification of actual weight and projected adult weight of pet; and
- e) Pet licensing certificates in accordance with local and state laws.

If the Community Manager denies the application, the tenant may request a hearing with Chapter 14 of this ACOP (Tenant Grievance).

11.5 Pet Owners Rights and Responsibilities

If the Application is approved, the pet owner shall assume the following obligations:

- a) The pet owner shall be responsible for proper pet care, good nutrition, grooming, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification collars and tags with the tenant's name and phone number and the dates of the most recent inoculations

and collars. A pet owner must control and restrain dogs/cats while in the common areas of the development.

- b) ***The pet owner is responsible for cleaning up after the pet inside the unit and anywhere on the CHA's property. A "pooper scooper" and disposable plastic bags should be carried at all times in common areas. Toilets are not designed to handle pet litter; therefore, no pet debris shall be deposited in a toilet. Pet owners shall be responsible for the cost of repairs or replacements of any damaged toilets or pipes;***
- c) For hygienic reasons, pet blankets and bedding shall not be cleaned or washed in the laundry room;
- d) The pet owner shall maintain the unit and its patio, porch and yard, if any, in a sanitary, insect-free, and odor-free condition at all times;
- e) The pet owner must provide litter boxes for cat waste, which must be kept in the owner's unit. Litter boxes shall be kept clean and odor free;
- f) The pet owner shall prevent the pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor covering of the unit, other units and common areas, as well as shrubs and landscaping of the development. Pet owners shall be responsible for cost of repair or replacement for any damages caused by the pet. Charges for damages will include materials and labor. A dispute concerning the amount of damages is subject to the CHA Tenant Grievance Procedure;
- g) The pet owner shall be responsible for the cleaning, deodorizing and sanitizing of carpeting and other floor coverings in the unit;
- h) Pets are not to be tied outside or left unattended on a patio or porch;
- i) The pet owner shall not alter the unit, patio, or other outside area to create an enclosure for a pet;
- j) The pet owner shall not allow the pet to disturb or threaten the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet will not create a nuisance or danger to neighbors, residents, staff and/or visitors with excessive barking, whining, snapping, biting, chirping or other unruly behavior;
- k) No pet is to remain unattended without proper care for more than twenty-four (24) hours, except in the case of a dog, which shall be no more than eight (8) hours. If the pet is left unattended and no arrangements have been made for its care, the CHA shall have the right to enter the

premises to take the pet to be boarded at a local animal care facility at the expense of the resident;

- l) The pet owner shall allow the CHA to inspect a pet owner's unit on a quarterly basis to ensure that the unit is being cared for properly. The CHA may increase the number of inspections at its discretion;
- m) All female dogs over the age of six months and all female cats over the age of five months must be spayed. All male dogs over the age of eight months and all male cats over the age of ten months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to become a resident of the development and the exception will be at the Executive Director's or his/her designee's discretion;
- n) The pet owner shall register the pet with the Community Manager prior to the pet being brought on the development's premises. The pet owner is responsible for providing the CHA with the information regarding the pet's inoculations, licensing, photograph and other information as required. This information shall be kept in the pet owner's file and shall be updated annually. This update shall be coordinated with the pet owner's annual reexamination process;

The pet owner shall provide the name, address and phone 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.

- o) The pet owner is responsible for keeping the CHA informed of any change of information.

11.6 CHA Rights and Responsibilities

The CHA shall:

- a) Post a copy of this policy for pet ownership and enforce these rules in a fair and just manner;
- b) Keep proper records of pet owners and pet's pertinent information, conduct unit inspections, investigate complaints and issue warnings and bills for damages, and schedule repairs;
- c) Enforce the Lease Addendum;
- d) 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, the Community Manager may contact the responsible party or parties listed in the pet's registration materials; and

- e) Reserve the right to require dog owners to relocate to a comparable unit on the ground floor of each building based upon written complaints concerning the behavior of the dog in the elevator or hallways, or the documented medical conditions of residents affected by the presence of the dog.

11.7 Pet Deposit

For residents of **family developments** who wish to keep one or more pets, the CHA will assess a refundable pet deposit of \$150. The pet deposit is in addition to any other financial obligation generally imposed on tenants of the development. The CHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the development, including (but not limited to) the cost of repairs and replacements to and fumigation of, the tenant's dwelling unit; and for the CHA, the cost of animal care facilities. The CHA shall refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the development or no longer owns or keeps the pet.

For residents of **developments with age-related preferences** who own or keep a cat and/or dog in their units, the CHA will assess a refundable pet deposit in an amount not to exceed one month's rent or a maximum of \$150, whichever is less, at the time the pet is brought onto the premises. For elderly/disabled developments, no deposit will apply in the case of pets other than cats or dogs.

No fee will be required for medically documented service animals, for example seeing eye dogs in a development.

11.8 Pet Policy Violation Procedures [24 CFR 5.356]

a) Notice of Pet Rule Violation

If the CHA determines on the basis of objective facts, supported by written statements that the pet owner has violated a rule set out in this Policy, the CHA may serve a written notice of pet rule violation on the pet owner. The notice should:

- Contain a brief statement of the factual basis for the determination that the Pet Policy has been violated;
- State that the pet owner has ten 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;
- State that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and

- State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in the initiation of procedures to terminate the pet owner's tenancy.

b) Pet Rule Violation Meeting

If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the CHA shall establish a mutually agreeable time and place for the meeting, but no later than fifteen (15) days from the effective date of service of the notice of pet rule violation (unless the CHA agrees to a later date).

At the meeting the Community Manager and the pet owner shall discuss the alleged pet rule violation and attempt to correct it. The CHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

c) Notice of Pet Removal

If the pet owner and the Community Manager are unable to resolve the pet rule violation at the meeting, or if the Community Manager determines that the pet owner has failed to correct the pet rule violation as agreed within the prescribed additional time, the Community Manager may serve a written notice on the pet owner.

The notice must:

- Contain a brief statement of the factual basis for the determination and the pet rule(s) that have been violated;
- State that the pet owner must remove the pet within ten days of the effective date of service of the notice of pet removal (or the meeting if notice is served at the meeting); and
- State that failure to remove the pet may result in lease termination procedures.

d) Termination of Lease Agreement or Removal of Pet

CHA may not initiate procedures to terminate a pet owner's lease unless:

- the pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period; and

- the pet rule violation is sufficient to begin procedures to terminate the lease under the terms of the lease, applicable HUD regulations, and or applicable State or local law.

CHAPTER 12: INSPECTIONS

12.1 Move-In Inspections

The CHA and prospective head of household will inspect the premises prior to signing the lease. The CHA will prepare a written statement of the condition of the premises that will be signed by a CHA representative and the head of household. The CHA will provide a copy of the signed inspection statement to the head of household and will retain the original in the family's file.

12.2 Annual Inspections

The CHA will inspect each assisted housing unit annually to ensure that each unit meets National Standards for the physical condition of HUD housing [24 CFR 5.701 et. seq.].

12.3 Preventative Maintenance Inspections

The CHA may conduct preventative maintenance inspections periodically. These inspections are intended to keep items in good repair and to extend the life of the unit and its equipment.

These inspections may encompass checks on leaks, the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures. These inspections may also provide an opportunity to conduct seasonal checks on furnace filters, window screens and air conditioning units.

12.4 Special Inspections

The CHA may schedule special inspections to enable HUD or others to inspect a sample of the federal housing stock maintained by the CHA.

12.5 Housekeeping Inspections

Generally, at the time of annual reexamination, and at other times as necessary, the Community Manager will conduct a housekeeping inspection to ensure that the family is maintaining the unit in a safe and sanitary condition. In cases of poor housekeeping, CHA may require the resident to attend mandatory housekeeping classes or a health/safety fine may be imposed.

12.6 Notice of Inspection

The CHA will provide the resident with at least two (2) days written notice of annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections.

12.7 Emergency Inspections

The CHA may enter a unit without prior notice if there is reason to believe that an emergency condition exists within the unit. The CHA representative who enters the unit will leave a written notice in the unit advising the family of the date and time of entry and purpose for the emergency inspection.

12.8 Pre-Move Out Inspections

The CHA will offer to schedule a pre-move out inspection upon receipt of a resident's notice to vacate.

The inspection allows the CHA to assist the family in identifying any problems, which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the CHA to prepare units more quickly for future occupants.

12.9 Move-Out Inspections

The CHA will conduct a move-out inspection at the time a resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. The CHA will notify the resident about the inspection and encourage the head of household to be present. This inspection becomes the basis for any claims assessed by the CHA against the resident's security deposit.

CHAPTER 13: TERMINATION OF TENANCY

13.1 Termination By Resident

Tenant may terminate the Lease by giving 30 days' written notice to CHA, during which notice period rent will continue to accrue. Following the 30-day notice period, rent will continue to accrue until the earlier of a) the return of keys to CHA or other indication that the Tenant and all Household members have completely vacated Unit; or b) an additional 30 days. If Tenant vacates the Unit without notice (abandonment), rent will continue to accrue until the earlier of a) 30 days after CHA has actual knowledge of abandonment; or b) 90 days after Tenant's last payment.

In the event of a resident's death in a single person household, the CHA shall terminate rent charges effective on the date of death. In the event of the death of an adult with income in a multi-person household, the CHA will recalculate the family's rent based on the change of income effective on first day of the month following the date of death.

13.2 Termination By The CHA

The CHA may terminate the lease for serious or repeated violations of material lease terms by residents, any member of residents' household, or guests. Such violations include, but are not limited to, the following:

- a) Nonpayment of rent or other charges;
- b) A history of three (3) or more late/delinquent rental payments within the current reexamination period;
- c) Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- d) Failure to allow inspection of the unit;
- e) Failure to maintain the unit in a safe and sanitary manner;
- f) Assignment or subletting of the premises;
- g) Use of the premises for purposes other than as a dwelling unit; (other than for site-based management approved resident businesses);
- h) Destruction of property;

- i) Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- j) Any criminal or drug related activity, including manufacture or production of methamphetamine, on or off the premises by the Resident or any member of Residents' household or guests;
- k) Noncompliance with community service requirements effective one year after the suspension is lifted;
- l) Permitting persons not on the lease to reside in the unit for more than (21) days each year without the prior written approval of the CHA;
- m) Repeated noncompliance with rules prohibiting the use of cigarettes, e-cigarettes or vaping devices, pipes, cigars and water pipes (hookahs) in or within 25 feet of public housing buildings and other designated non-smoking areas on public housing property; and
- n) Other good cause.

Notwithstanding the above, the CHA will not terminate a resident's lease if the resident demonstrates that she or he is a victim of real or perceived domestic violence, sexual assault, dating violence or stalking. The CHA may choose to bifurcate a resident household's lease to address such situations.

The CHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program, unless otherwise provided by law. Proof of a violation shall not require a criminal conviction, but shall be by a preponderance of the evidence.

13.3 Extended Absences and Abandonment

The head of household must notify the CHA in writing if all members of the household intend to be absent from the unit for more than thirty (30) consecutive days. A family may not be absent from the unit for longer than sixty (60) consecutive days or 180 days if the absence is due to medical reasons. Upon request by the head of household, the CHA will install a keyed knob set lockout device for the duration of the extended absence.

If the family is absent from the unit in excess of these limits, the CHA may take appropriate legal action, up to and including eviction. A family may request that the CHA approve an absence in excess of these limits. The CHA shall consider such a request and may approve it only if extenuating circumstances exist.

If the CHA does not receive written notice from a family regarding an extended absence, the CHA shall consider that the unit has been abandoned if:

- There is reason for the CHA to believe that the unit has been unoccupied for thirty (30) days or more, and
- The rent is past due and the household has not acknowledged or responded to demands for payment.

If the CHA determines that a unit has been abandoned, the CHA shall enter the unit to conduct an emergency inspection and send a written notice of abandonment to the family at the unit address and to any emergency contact person provided by the resident by way of the U. S. Mail forwarding service requested.

If the family does not respond to the written notice of abandonment within ten (10) days of the date of the notice, the CHA shall take appropriate legal action, up to and including eviction.

The CHA shall dispose of all items remaining in the unit. Items of value shall be donated to a non-profit approved by CHA's Director of Housing Operations. Items with no value shall be discarded.

CHAPTER 14: TENANT GRIEVANCE

14.1 General [966.50]

It is the policy of the CHA to provide tenants with a method for dispute resolution and the opportunity for a grievance hearing. Tenants in the CHA's Low Income Public Housing Program have the right to request a grievance hearing in accordance with this policy. "Tenant" means current or previously housed in CHA-managed property, and serves as the head of household.

14.2 Definitions

"Grievance" shall mean any dispute which a tenant may have with respect to CHA action or failure to act in accordance with the individual tenant's lease or CHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

"Complainant" shall mean any tenant whose grievance is presented to the CHA or site management office.

"Elements of due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required: 1) adequate notice to the tenant of 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 the CHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have and 4) a decision on the merits.

"Tenant" shall mean the adult person (or persons) (other than a live-in aide) who resides in the unit and who executed with lease with the CHA as lessee of the dwelling unit, or, if no such person now resides in the unit, 2) who resides in the unit and who is the remaining head of household of the tenant family residing in the unit.

"Hearing Officer" shall mean a person selected to hear grievances and render a decision with respect thereto.

14.3 Policy Application

This grievance policy applies to a dispute a tenant may have with respect to the CHA's action or failure to act in matters involving that tenant's lease with the CHA or CHA rules that adversely affect the tenant's rights, duties, welfare or status. This policy does not apply to disputes between tenants, class grievances, and is not a forum for initiating or negotiating policy changes between tenants and the

CHA Board. This policy does not apply to participants of the Section 8 Housing Choice Voucher Program.

There is no right to a grievance hearing in cases for termination of lease based on:

- a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the CHA; or
- b) Any violent or drug-related criminal activity on or off the premises; or
- c) Any criminal activity that resulted in a felony conviction of a household member.

14.4 Filing a Grievance

A tenant shall submit a written request for a grievance in writing and deliver or mail it to the CHA, within ten (10) days after the tenant's receipt of a notice of lease termination. The request for a grievance hearing must specify the reasons for the grievance and the action that the tenant wants the CHA to take or refrain from taking (Forms are available at the site management offices).

A request for a grievance hearing regarding some other matter, including but not limited to, the denial of a public housing application, shall be submitted in the same manner as above, but within fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance.

The CHA shall permit additional time up to 10 business days for initiation of a grievance if the CHA finds that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the CHA.

14.5 Informal Settlement Conference

After the filing of a request for a grievance hearing, the CHA shall provide the grievant with the opportunity to discuss the grievance informally to attempt to settle the grievance without the necessity of a grievance hearing. The CHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless the conference occurred at or before the time of filing. The CHA shall prepare a written summary of the settlement conference including the names of the participants, the date of the conference, and the nature of the informal settlement or proposed disposition. The tenant and the CHA shall preferably sign the summary. The CHA shall maintain a copy of the informal settlement and shall provide a copy to the Complainant. If a matter is not resolved at the informal conference, a grievance

hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing. [24 CFR 966.54]

14.6 Selection of a Hearing Officer

A grievance hearing shall be conducted by an impartial person appointed by the CHA's Executive Director or designee, other than a person who made or approved the action under a review or a subordinate of such person. The Executive Director or designee shall provide a list of Hearing Officers approved to hear a grievance. From this list, the Executive Director or designee shall appoint a hearing officer for a specified period of time. The CHA shall consult with the resident organizations before appointing a hearing officer. The Executive Director may consider any comments or recommendations submitted by the tenant organizations before the appointment.

14.7 The Hearing

14.7.1 Hearing Date and Notice

The CHA shall schedule a grievance hearing based on termination of a lease case within fourteen (14) days or as soon as reasonably practical after the CHA's receipt of the request. The CHA shall schedule a grievance hearing regarding some other issue as soon as reasonably convenient after receipt of the request.

The CHA is responsible for scheduling and other administrative matters, including delivering notices. The CHA shall give reasonable advance written notice of the time and place of the hearing to the Complainant and to his/her or her representative (if any). The CHA or the panel may reschedule a hearing by agreement, or upon showing by the Complainant or the CHA, that rescheduling is reasonably necessary.

14.7.2 Procedures Governing the Hearing [24 CFR 966.56]

The Hearing Officer shall afford the Complainant a fair hearing which shall include:

- The opportunity to examine before the grievance hearing any CHA documents including records and regulations that are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. If the CHA does not make the document available for examination upon request by the Complainant, the CHA may not rely on such document at the grievance hearing.

- 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;
- The right to a private hearing unless the Complainant requests a public hearing;
- The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the CHA or project management, and to confront and cross examine all witnesses upon whose testimony or information the CHA or project management relies; and

A decision based solely and exclusively upon the facts presented at the hearing. If the Complainant or the CHA fail to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for not to exceed five business days or make a determination that the party has waived his right to a hearing. Both the Complainant and the CHA shall be notified of the determination by the Hearing Officer, provided that a determination that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest the CHA's disposition of the grievance in an appropriate judicial proceeding.

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter the CHA must sustain the burden of justifying the CHA's action or failure to act against which the complaint is directed.

The hearing shall be conducted informally by the 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 judicial proceedings. The Hearing Officer shall require the CHA, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer may result in exclusion from the proceedings or in a decision adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.

The Complainant or the CHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

The CHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant in

conjunction with this policy must be in an accessible format.

14.7.3 The Decision [24 CFR 966.57]

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within a reasonable time after the hearing. A copy of the decision shall be sent to the Complainant and the CHA. The CHA shall retain a copy of the decision in the tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the CHA and made available for inspection by a prospective complainant, his/her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the CHA which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the CHA Board of Commissioners determines within a reasonable time and promptly notifies the Complainant of its determination, that:

- The grievance does not concern CHA action or failure to act in accordance with or involving the Complainant's lease on CHA regulations, which adversely affect the Complainant's right, duties, welfare or status;
- The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the CHA.

A decision by the Hearing Officer or Board of Commissioners in favor of the CHA or which denies the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the Complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

14.7.4 Effect of a Decision on a Grievance

The decision on a grievance shall be binding between the CHA and the Complainant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter that has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the CHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

14.8 Records of Hearings

The CHA shall maintain a log of all hearing officer decisions and make that log available upon request of the hearing officer, a prospective complainant, or a prospective complainant's representative. The log shall include the date of the hearing decision, the general reason for the grievance hearing, and whether the decision was in favor of the complainant or the CHA.

CHAPTER 15: REPAYMENT AGREEMENTS

15.1 Policy

At the discretion of CHA, a family may enter into a written repayment agreement, limited to amounts less than \$4,000 with terms of 24 months or less. All repayment agreements must originate from the Legal Department. Site-based staff are not permitted to draft or enter into re-payment agreements with resident families.

Repayment agreements may be offered to reimburse CHA for under-reporting or non-reporting of household income and/or fraud.

For charges other than fraud, upon a written finding of exceptional circumstances by the Director of Housing Operations, a family may enter into a written repayment agreement to pay for excessive maintenance, fire damage caused by the resident, guest and/or visitor, casualty to unit, maintenance, outstanding rent, excess utility charges or other amounts related to the family's tenancy.

If the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new repayment agreement, CHA must terminate the family's tenancy or assistance or both. HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs.

15.2 Requirements

All repayment agreements must be in writing, dated, and signed by both the tenant and the CHA's representative, including the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. Repayment agreements will contain the following provisions:

- a) Reference to paragraphs in the CHA lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance or both.
- b) The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to CHA
- c) Late and missed payments constitute default of the repayment agreement. If at any time the resident fails to make a scheduled payment within 30 days of the payment due date, the entire balance shall become due and the resident will be issued a 30-day lease violation, initiating the eviction process. If any amount is unpaid as of the date of vacancy, the CHA reserves the right to refer the total amount due (with reasonable collection and legal fees added) for collection. At the

discretion of the Executive Director or his/her designee, an additional 30-day extension may be granted on late or missed payments.

CHAPTER 16: FRAUD AND MISREPRESENTATION

16.1 Purpose

This section explains the consequences of misrepresentation and falsification of any application, data relevant to any reexamination or transfer-related information by applicants or residents.

16.2 Federal Law Prohibitions

Any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both [18 U.S.C. §1001].

16.3 Applicant and Resident Certification

Initial applications and applications for continued occupancy for the Program shall contain a warning that falsification of information is punishable under state and federal law.

CHA shall consider the misrepresentation of income and/or family status to be a serious lease and policy violation as well as a crime and shall take appropriate action if fraud is discovered. Specifically:

- a) An applicant family who has misrepresented income or family status shall be declared ineligible for housing assistance if subsidy overpayments are not repaid in full or a repayment agreement is not entered into.
- b) If an examination of a resident's file discloses that the resident made any misrepresentations (at the time of admission or during any previous reexamination) which resulted in the applicant/resident being classified as eligible when, in fact, the applicant/resident was ineligible, the resident shall be required to vacate the unit, even though the resident may be currently eligible.
- c) A Resident family who has made misrepresentations of income, transfer or family status shall be subject to both eviction and being declared ineligible for future housing assistance.
- d) A Resident family who has made misrepresentations of income, transfer or family status shall be subject to forfeiture of any escrowed monies

accumulated during the period of misrepresentation or fraud under the Family Self-Sufficiency (FSS) program.

- e) If it is determined that the resident's misrepresentations resulted in paying a lower rent than should have been paid, the resident shall be required to pay the difference between rent owed and the amount that should have been paid. CHA is required to determine retroactive rent as far back as CHA has documentation of family reported income. CHA reserves the right to demand full payment within thirty (30) days.
- f) CHA may report apparent cases of applicant/resident fraud to the appropriate governmental agency. It is the policy of CHA to cooperate with federal, state, county or local authorities in prosecuting cases which, in the CHA's judgment, appear to be willful or deliberate misrepresentation.

16.4 Fraud Recovery; Repeat Fraud

- a) Fraud identified in the amount of \$300 or less must be paid within 60 days.
- b) For fraud identified an amount greater than \$300, a repayment agreement may be offered.
- c) If the resident fails to repay the fraud determined, declines to enter into an offered repayment agreement, fails to make the full down payment on a repayment agreement within 45 days, or defaults on a repayment agreement, the resident will be issued a 30-day lease violation, initiating the eviction process. The total amount due will also include reasonable legal fees and collection fees, if any, and/or the case may also be referred to the CHA Public Safety Department who will initiate a criminal investigation and, if warranted, refer the case to the Hamilton County Grand Jury, Inspector General's office or other law enforcement agency for prosecution.
- d) At the first instance of fraud or other noncompliance, a resident will be given the opportunity to enter into a repayment agreement with the CHA for fraud amounts owed and remain on the program in accordance with the above parameters. If there is another instance of unreported income within a 5-year period, the balance must be paid in full within 45 days. If the second instance occurs more than 5 years after the first, the resident will be given another opportunity to enter into a repayment agreement. Eviction proceedings will begin if a resident has three instances where subsidy overpayments have occurred within a 10-year period, resulting from unreported or under-reported income.

CHAPTER 17: OTHER CHA HOUSING PROGRAMS

17.1 Housing First Programs

- a) The CHA makes housing available to homeless families and homeless families that have members who have been victims of domestic violence, under a "housing first" model whereby the family receives a permanent housing placement immediately, without necessarily having to progress through shelters or transitional housing. A critical component of this model is intensive case management services for clients in the program, for a 24 month period.
- b) The CHA will execute a Memorandum of Understanding (MOU) with each qualified partner organization who will be providing case management services under this program. A "qualified partner organization" is an organization, which in the CHA's sole discretion, demonstrates the subject matter expertise in homelessness and/or domestic violence, and capacity to provide quality case management services for at least 12 months. At a minimum, case management shall be at least one in-depth session conducted each month with the client. Following the initial 12 months of partner-provided case management, CHA Resident Engagement staff will continue case management for an additional 12 months. A waiting list preference is applicable to this program, and a referral from a qualified partner organization will serve as the documentation to obtain the preference. CHA has allocated up to 25 units at the East Lake and Emma Wheeler Homes sites for the Housing First program.
- c) Partner organizations will conduct the initial client screening, confirming that the family is homeless and/or has a member who is a victim of domestic violence at low risk of further victimization, and is willing and able to participate in programming for a 24 month period. If all three requirements are met, the partner organization would refer the family to the CHA for additional screening in accordance with this ACOP, including income eligibility, citizenship or eligible immigration status, and criminal history. To perform the initial screenings and referrals for cases involving domestic violence, the partner organization must have the necessary professional expertise in the assessment and case management of clients who have been the victims of domestic violence.
- d) If the initial screening criteria are met, the partner organization would refer the family to the CHA for additional screening in accordance with this ACOP: income eligibility, past landlord history, credit worthiness, and criminal history.

- e) If admitted to the program, each family will sign a lease and a lease addendum that requires them to be compliant with their case management plans or risk termination of their tenancies. The partner organization's case manager will provide supportive services for each participating family. At the end of the 24-month program period, the family will graduate from the Housing First program and be allowed to remain in the apartments a regular program participant. The CHA will make another apartment available to the program at that site.
- f) The CHA will post on its website at www.chahousing.org the names and contact information for qualified partner organizations who are eligible to refer families experiencing homelessness to the Housing First Program. If a person experiencing homelessness advises a CHA staff member that s/he is an applicant or prospective applicant who is experiencing homelessness, the CHA staff member shall refer the person to the CHA's website and provide a hard copy of the contact information for the qualified partner organizations, and will instruct the prospective applicant that the only way to qualify for a preference is to reach out to a qualified partner organization and to be referred to the Housing First Program by that organization. The CHA will collect available demographic data about participants in the Housing First Program and will maintain such data for a minimum of two years.

17.2 Tax Credit Housing Program

The CHA has developed and/or will develop units through the assistance of Low-Income Housing Tax Credits at Greenwood Terrace, The Oaks at Camden, The Villages of Alton Park, and Maple Hills. Admission for these units is governed by the terms of this ACOP; by the laws, regulations, and guidelines governing tax credit developments; and by the Management Agreements between the Managing Agent and the CHA and incorporated by reference in this ACOP.

17.3 Employee Housing Program

The CHA has deprogrammed units at some of its developments to enable CHA maintenance staff to provide on-call emergency services to residents.

17.4 HOPE VI Program

CHA's HOPE VI Program involves the comprehensive revitalization of the McCallie Homes Community as a mixed income community (The Villages of Alton Park). The eligibility and screening criteria for the on-site and off-site replacement public housing units may include different and additional screening criteria as outlined in the Management Agreement between the Penrose Management Company and the Chattanooga Housing Authority.

17.5 Police Officers in Public Housing

The CHA may permit police officers who would not otherwise be income eligible for occupancy in CHA properties to reside in its developments to enhance security for the residents of the developments in accordance with 24 CFR 960.505. The objective is to grant exemption to qualified police officers for long term residency in CHA communities, where the officers' physical presence is expected to serve as a deterrent to criminal activity in and around the community.

17.6 Council on Alcohol & Drug Abuse Services' (CADAS) Family Way Program

The Family Way Program (the Program), funded by the Tennessee Department of Mental Health, is administered by the Council on Alcohol & Drug Abuse Services (CADAS) at Emma Wheeler Homes (26 residential units and two administrative units). The Program is designed to assist homeless women with children to gain a foothold in alcohol/drug recovery, while being strong role models for their children. CADAS staff provides on-site supervision and counseling.

Due to the unique nature of the Program, rules regarding admission, program parameters, continued occupancy, and eviction may differ from provisions found elsewhere in this ACOP, as set forth below.

17.6.1 Eligibility for the Program

The Program is limited to homeless women who are pregnant or homeless women with minor children, who have successfully completed a CADAS-sponsored alcohol/drug in patient treatment program, a CADAS-approved inpatient treatment program, or who can demonstrate a period of 30 consecutive days of sobriety, and who have demonstrated the willingness to continue in recovery and work on life/relationship skills through intensive case management.

17.6.2 Waiting List Management

CADAS staff maintains the waiting list for admission to the Property. Applications are accepted in date and time order from qualified program applicants

Upon identification of an applicant who meets the CADAS eligibility criteria, CADAS refers the applicant to the CHA for screening in accordance with the ACOP. Upon successful completion of the CHA screening, the CHA will make one unit offer at the property to the applicant.

17.6.3 Lease

When an applicant to the Program accepts a unit offer, the applicant and CHA shall execute a standard CHA lease.

Due to the unique nature of the Program, there are additional rules that apply to the Program participants that are included in a Family Way Lease Addendum, the violation of which may result in eviction from the property. The house rules include, but are not limited to, the following provisions:

- a) Restrictions on prescription medication;
- b) Use of alcohol and use/misuse of unapproved drugs;
- c) Any threats of violence or violence toward adults and children residing in the unit or greater apartment community;
- d) Required attendance at 12-Step meetings, therapeutic sessions, and other educational sessions;
- e) Required establishment of a monthly household budget;
- f) Limitations on daily personal and business phone calls;
- g) Attendance by children in therapeutic activities, daycare or other recommended activity; and
- h) Prohibition from visitation by adult male guests and prohibition on intimate relationships.

Upon written notification from CADAS of a lease violation and request for eviction proceedings to begin, the CHA shall so notify the Family Way tenant, with appropriate reference to hearing eligibility.

17.6.4 Opportunity for Continued Housing After Successful Completion

Residents under the Family Way Program who are in good standing and who graduate successfully as determined by CADAS shall be eligible for an Administrative Transfer to another non-Family Way unit at a CHA-managed site, so that their housing may continue after the program.

17.7 End School-Age Homelessness

The CHA has agreed to partner with Hamilton County Schools to give an application preference to 10 families who are experiencing homelessness at The Villages at Alton Park.

The CHA makes housing available to homeless families that have members who attend Hamilton County Schools, under a "housing first" model whereby the family receives a permanent housing placement immediately, without necessarily having to progress through shelters or transitional housing. A critical component of this model is intensive case management services for clients in the program, for an 18 month period.

- b) The CHA will execute a Memorandum of Understanding (MOU) with Chattanooga 2.0, Chattanooga Regional Homeless Coalition, City of Chattanooga, Hamilton County, and Hamilton County Schools. The City of Chattanooga will be providing case management services under this program and is an organization, which in the CHA's sole discretion, demonstrates the subject matter expertise in homelessness and capacity to provide quality case management services for at least 18 months. A waiting list preference is applicable to this program, and a referral from the City of Chattanooga will serve as the documentation to obtain the preference. CHA has allocated up to 10 units at the Villages at Alton Park site for the End School-Age Homelessness Initiative.
- c) The City of Chattanooga will conduct the initial client screening, confirming that the family is homeless and is willing and able to participate in programming for an 18 month period. If both requirements are met, the City of Chattanooga would refer the family to the CHA for additional screening in accordance with this ACOP, including income eligibility, citizenship or eligible immigration status, and criminal history.

CHAPTER 18: FAMILY SELF SUFFICIENCY PROGRAM

18.1 General

The purpose of the Family Self Sufficiency (FSS) Program is to enable families receiving assistance under the Public Housing Program to achieve economic independence and self-sufficiency. Under the FSS Program, the CHA shall counsel families participating in the Program about opportunities for education, job training, counseling, and other forms of social service, while living in assisted housing, so that they may obtain the education, employment, and business and social skills necessary to achieve self-sufficiency.

HUD will measure the success of the CHA's FSS Program not only by the numbers of families who achieve self-sufficiency, but also by the number of FSS Program families who, as a result of participation in the program, have family members who obtain their first jobs, or who obtain higher paying jobs, no longer need benefits received under one of more welfare programs; obtain a high school diploma or higher education degree, or accomplish similar goals that will assist the family in obtaining economic independence. The CHA shall maintain the FSS Program size in accordance with 24 CFR 984.105.

18.2 Action Plan [24 CFR 984.201]

The CHA shall maintain a FSS Program Action Plan that addresses the demographics and supportive service needs of the families expected to participate in the Program, an estimate of the number of families who can reasonably be expected to receive supportive services under the FSS Program, based on available resources, the family selection procedures that will be followed, incentives, outreach efforts, a description of FSS activities and supportive services, method for identification of family support needs, a description of policies relating to termination from the program and applicable grievance procedures.

The CHA's current FSS Program Action Plan is attached hereto as Attachment D.

ATTACHMENT A
REASONABLE ACCOMODATION POLICY



The Reasonable Accommodation Policy of the Chattanooga Housing Authority's Low- Income Public Housing Program

POLICY STATEMENT

The Fair Housing Act (the "Act") prohibits housing providers from discriminating against applicants or residents due to their disability or the disability of anyone associated with them. Under the Act, the definition of disability includes: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities ("Major life activities" includes such functions as caring for one's self, performing manual tasks, breathing, walking, seeing, hearing, speaking, bathing and learning); (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment. The definition of disability does not include persons who are engaging in the current illegal use of controlled substances or individuals with a disability whose tenancy would constitute a "direct threat" to the health or safety of other individuals or result in substantial physical damage to the property of others.

Except as otherwise provided in 24 C.F.R. §§ 8.21(c), 8.24(a), 8.25 and 8.31, the Chattanooga Housing Authority ("CHA") shall make reasonable accommodations for persons with disabilities to promote equal access to and participation in the housing programs. The Act defines a reasonable accommodation as a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have equal opportunity to use and enjoy a dwelling, including public and common use spaces. CHA shall permit reasonable modification of existing premises occupied or to be occupied by a person with a disability if such modification may be necessary to afford such person full enjoyment of the premises.

POLICY APPLICATION

This Reasonable Accommodation Policy (the "Policy") applies to applicants and residents of CHA's Low-Income Public Housing Program (LIPH) and participants in all other programs or activities receiving federal financial assistance that are conducted or sponsored by CHA, its agents or contractors, including all non-housing facilities and common areas owned or operated by CHA. This Policy does not apply to applicants and participants of the Housing Choice Voucher Program ("HCVP") (the reasonable accommodation policy of HCVP is addressed separately in HCVP's Administrative Plan).

A notice regarding reasonable accommodations shall be posted at the Central Office of CHA located at 801 N. Holtzclaw Avenue, Chattanooga, TN 37404 and at the management office of

each public housing development. This Policy shall be available for inspection at the aforementioned locations and online at www.chahousing.org.

SUBMITTING AND PROCESSING REASONABLE ACCOMMODATION REQUESTS

Individuals seeking a reasonable accommodation may submit their requests to the site-based management offices in writing, using the Reasonable Accommodation Request Form; orally; or by any other equally effective means of communication. If a requester is unable to submit their request in writing, the property manager will assist the individual in reducing their request to written form.

The Section 504/ADA Administrator (the "Administrator") is responsible for reviewing and responding to all requests for accommodations. If the request is approved, the requester will be notified in writing of the approval and the projected date of implementation. The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the CHA. If another party pays for the modifications, CHA will seek to have the same entity pay for any restoration costs. If more than one accommodation is equally effective in providing access to CHA's housing programs and services, CHA retains the right to select the most efficient or economic choice.

If a request for an accommodation is denied, the requester shall be notified in writing of the denial and the basis for the decision; the denial letter shall also include CHA's grievance procedures. Requested disability-related accommodations will not be approved if they fundamentally alter the nature of CHA's programs or impose undue financial and administrative burdens, considering all resources available. The burden of demonstrating that a requested accommodation is unreasonable and imposes an undue administrative and financial burden, or fundamentally alters the nature of the programs is on CHA. When CHA refuses a requested accommodation because it is unreasonable, CHA shall discuss with the requester whether there is an alternative accommodation that would effectively address the disability-related needs without a fundamental alteration to CHA's operations and without imposing an undue financial and administrative burden.

In order to demonstrate that a requested accommodation may be necessary, there must be an identifiable relationship between the requested accommodation and the individual's disability. When additional information is necessary to process the reasonable accommodation request, the Administrator will notify the requester and offer reasonable time to provide the supplementary information. The Administrator shall not request information regarding the specific disability or the nature or extent of the disability.

GRIEVANCE PROCEDURE AND RIGHT TO APPEAL

Through the grievance process, applicants or residents/participants may contest the Administrator's decision to deny an accommodation. A request for a grievance hearing, following the formal determination by the Administrator, must be lodged with the Appeals Coordinator designated in the denial letter. The denial letter shall describe how to obtain the grievance hearing.

Applicants or residents/participants may also exercise their right to appeal a denial by filing a complaint with the United States Department of Housing and Urban Development ("HUD"). Complaints may be sent to the following address:

Office of Fair Housing and Equal Opportunity
Department of Housing and Urban Development
451 7th Street, S.W., Room 5204
Washington, D.C. 20410-2000

Complaints may also be submitted online at <http://www.hud.gov>; or by placing a telephone call to 1-800-669-9777.



CHATTANOOGA HOUSING AUTHORITY

LOW-INCOME PUBLIC HOUSING PROGRAM

Street Address: 801 N. Holtzclaw Ave. Chattanooga, TN 37404

REQUEST FOR REASONABLE ACCOMMODATION

In accordance with the Chattanooga Housing Authority's (CHA) Reasonable Accommodation Policy, I am requesting a change, exception, or adjustment to a rule, policy, practice or service of the Low-Income Public Housing Program; or a modification of CHA's existing premises.

Head of Household Name: _____

Address: _____ **Unit Number:** _____

Phone #: _____ **e-mail:** _____

Name of Family Member who is Disabled: _____
(If not Head of Household)

Who qualifies as a person with a disability? The definition of a "qualified individual with a disability" includes: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities ("major life activities" includes such functions as caring for one's self, performing manual tasks, breathing, walking, seeing, hearing, bathing and learning, etc.); (2) individuals who are regarded as having such an impairment; and (3) individuals with a record of such an impairment.

1. Do you or the disabled household member **have a physical or mental impairment that substantially limits a major life activity?** ☐ YES ☐ NO ☐ I DO NOT KNOW

2. Please describe the Reasonable Accommodation or Modification that you are requesting:

3. Please explain how your request for a Reasonable Accommodation or Modification relates to the disability?
(Please do not list a medical condition!) _____

I certify that the above information is true and accurate to the best of my knowledge.

SIGNATURE

DATE



CHATTANOOGA HOUSING AUTHORITY

LOW-INCOME PUBLIC HOUSING PROGRAM

Street Address: 801 N. Holtzclaw Ave. Chattanooga, TN 37404

Authorization for Release of Information

The Chattanooga Housing Authority may require documentation to support your reasonable accommodation request. A physician, psychiatrist, licensed psychologist, license nurse practitioner, licensed social worker, rehabilitation professional, a non-medical service agency whose function is to provide services to the disabled, or any appropriately qualified person who is knowledgeable about the disability may provide verification of the disability-related need. The verification of the disability related need must be sent directly to the Chattanooga Housing Authority.

This authorization solely authorizes the release of information necessary to verify the following:

1. Documentation necessary to confirm that the above-named individual meets the definition of a "qualified individual with a disability", as defined above;
2. A description of the needed reasonable accommodation(s); and
3. A description of the identifiable relationship between the individual's disability and the requested reasonable accommodation(s).

I, _____ (your name) hereby authorize _____
_____ (name of verifier) to release disability-related need
information for _____ (name of person with a
disability) to the Chattanooga Housing Authority.

Chapter 19: Definitions

19.1 Regulation: 24 CFR 5.100, 5.403, 5.603

CHA uses the following definitions for Housing Opportunity Through Modernization Act (HOTMA) Sections 102 and 104: Updated Guidance to Public Housing Agencies (PHAs) on Compliance, effective 7/1/25:

- “Earned income” and “unearned income” (24 CFR 5.100). Please refer to Notice PIH 2023-27, Attachment F, Sections F.2 and F.3 for guidance on these definitions.
- “Family” (24 CFR 5.403). Please refer to Notice PIH 2023-27, Attachment E, Section E.1 for guidance on the definition of family.
- “Day laborer,” “independent contractor,” and “seasonal worker” (24 CFR 5.603). Please refer to Notice PIH 2023-27, Attachment F, Sections F.2.a, F.2.b, and F.2.c for guidance on these definitions.
- “Dependent” (24 CFR 5.603). Please refer to Notice PIH 2023-27, Attachment E, Section E.2 for guidance on the revision to this definition.
- “Foster child” and “foster adult” (24 CFR 5.603). Please refer to Notice PIH 2023-27, Attachment E, Section E.2 for guidance on these definitions.
Note: The definitions of “foster child” and “foster adult” were added to 24 CFR 982.4 as part of a final rule published on May 7, 2024 (“Housing Opportunity Through Modernization Act of 2016-Housing Choice Voucher (HCV) and Project-Based Voucher Implementation; Additional Streamlining Changes,” 89 FR 38224), and this rule did not have a delayed compliance date.⁷ For the Housing Choice Voucher program [including Project-Based Vouchers], PHAs must already be implementing the definition of “foster child” and “foster adult”.
- “Health and medical care expenses” (24 CFR 5.603). Please refer to Notice PIH 2023-27, Attachment C, Section C.3.b for guidance on this definition.
- “Minor” (24 CFR 5.603).

The CHA’s current Definitions under Regulation 24 CFR 5.100, 5.403, 5.603 is attached hereto as Attachment E.

ATTACHMENT B
EFFECTIVE COMMUNICATION POLICY

EFFECTIVE COMMUNICATION POLICY & PROCEDURES

Effective Communication Policy

- A. The Chattanooga Housing Authority (CHA) wants to be sure that individuals with disabilities are able to understand communications with the CHA.
- B. CHA will provide auxiliary aids and services (aids and services) to be sure that communication is clear for applicants, residents, employees and other members of the public who have disabilities.
- C. Individuals with disabilities will be able to participate in the programs, services and activities conducted by the CHA.
- D. Examples of some aids and services:
 - Qualified sign language interpreter
 - Transcription service
 - Telephone handset amplifier
 - Note-taker
 - Written material
 - Large print material
 - Qualified reader
- E. Individuals MUST tell CHA that the aid or service is needed.

Effective Communication Procedures

- 1. **Residents, Applicants or Members of the Public May Request Effective Communication:**
 - A. MUST make the request at least two weeks before the date the aid or service is needed.
 - B. In an emergency, CHA will accept a request less than two weeks before the date the aid or service is needed.
 - C. MUST make the request to the CHA property manager or the Section 504/ADA Coordinator.
 - D. The request can be made in writing or in person.
 - E. The resident or applicant may have another person help make the request.
 - F. The request must include:
 - Name
 - Date the request is being made
 - Date the aid or service is needed
 - Preferred type of aid or service
 - G. If need to cancel request, must tell CHA property manager, or Section 504/ADA Coordinator 48 hours before the time that the aid or service was to be used.
- 2. **CHA Process**
 - A. The CHA property manager will send request to Section 504/ADA Coordinator within one business day.
 - B. CHA will make every effort to provide the type of aid or service requested. CHA can provide a different aid or service if it can show that aid will provide effective communication. CHA can provide a different aid or service if it can show that the requested aid will change CHA's services or programs or is an undue burden.

- C. CHA will contact the person who made the request if there are concerns.
- D. CHA will notify the person when the request is approved.

3. CHA Notices and Correspondence

- A. CHA letterhead will contain Tennessee Relay Service information.
- B. All meeting notices will contain the statement, "Contact the Section 504/ADA Coordinator for reasonable accommodations for meetings."
- C. Individuals with disabilities may request aids or services for public events such as public hearings, Board hearings, public meetings, etc. Individuals must follow the procedures for requesting an auxiliary aid or service (#1 above).

Grievance Procedures

1. General Information

- A. The resident/applicant/member of the public (person) may file a grievance or complaint if not satisfied with CHA's decision about the request for an auxiliary aid or service.
- B. Complaint must be filed with the Section 504/ADA Coordinator (Coordinator).
- C. The person may write the complaint or may tell it to the Coordinator.
- D. CHA will provide help to any person who asks for help to file a complaint.
- E. The person may give supporting documents to the Coordinator.
- F. Complaint must be made within seven days after person receives CHA's decision.
- G. CHA will give extra time to file complaint if there is a good reason for it to be late.
- H. The CHA Executive Director will appoint someone to conduct the grievance hearing.
- I. The person conducting the hearing cannot have been involved in making the decision about the request for effective communication.
- J. The person may identify a representative to help with the process.

2. Hearing Date and Notice

- A. CHA will schedule the hearing within 14 days or as soon as reasonably possible after receiving complaint.
- B. CHA will deliver advance written notice to person about time and place of the hearing.
- C. CHA may reschedule hearing if person agrees.
- D. CHA may reschedule hearing if person or CHA shows rescheduling is needed.
- E. Person and CHA must attend scheduled hearing.
- F. Person will lose the right to a hearing if does not attend scheduled hearing and has not requested to reschedule hearing.

3. Review of Documents Before the Hearing

- A. CHA will allow person and/or the representative to review CHA documents about the grievance before the hearing.
- B. The person must request the documents from CHA before the hearing.
- C. CHA may not charge for the copies of the documents if there is a reason the person cannot afford to pay.

4. People Who Can Attend the Hearing

- A. The hearing will be private unless the person wants it to be open to the public.
- B. CHA can request that the hearing be private.
- C. The person and CHA can have a lawyer or another person there to assist him/her.
- D. The person and CHA can have other people at the hearing.
- E. The Hearing Officer will decide if any people must leave the hearing.
- F. The person, CHA and all other people at the hearing will follow the hearing rules.
- G. If the person misbehaves during the hearing, the Hearing Officer can stop the hearing and dismiss the grievance.

5. Hearing Procedures

- A. The Hearing Office will conduct the hearing fairly.
- B. The hearing may be tape-recorded.
- C. The hearing will follow informal procedures.
- D. Formal rules of evidence will not apply.
- E. The Hearing Office will state the issue.
- F. The person and CHA will give the Hearing Officer their information about the issue.
- G. The person and CHA can have witnesses testify at the hearing.
- H. The person and CHA can ask questions to all witnesses.
- I. The Hearing Officer may ask questions to all witnesses.
- J. The Hearing Officer may talk about the laws, regulations and CHA policies and procedures during the hearing.
- K. The Hearing Officer may request that the person or CHA provide more information if needed to make a decision.
- L. If more information is requested by the Hearing Officer, both the person and CHA will be able to provide more information.

6. The Written Decision

- A. The Hearing Officer will make a decision after the hearing.
- B. The Hearing Officer must use the following information to make the decision:
 - i. Evidence presented at hearing
 - ii. Additional information requested by Hearing Officer
 - iii. Laws, regulations, and CHA policies and procedures
- C. The decision must be written and dated.
- D. The written decision must report the facts of the issue provided during the hearing.
- E. The written decision must give the reasons for the decision.
- F. The written decision will be given to the person and CHA within fourteen (14) days after the hearing or as soon as reasonably possible.
- G. The written decision will be delivered by interoffice mail, US mail or hand delivery.

7. After the Written Decision

- A. The person and CHA must follow the rules of the decision.
- B. If the issue is taken to a court, the court ruling must be followed regardless of the grievance decision.
- C. The person does not have to file a grievance before he/she can take the issue to court.

ATTACHMENT C

**LANGUAGE ACCESS PLAN - LIMITED ENGLISH PROFICIENCY OR NON-
ENGLISH SPEAKERS**

LIMITED ENGLISH PROFICIENCY AND LANGUAGE ACCESS PLAN

1. DEFINITIONS

Bilingual/Bilingualism- The ability to speak two languages fluently and communicate directly and accurately in both English and another language.

Covered Language- Covered language, for translation [written language] only is Spanish, subject to change based on other emerging language groups.

Interpretation Services [Oral Language Services]- Interpretation services are the processes of orally communicating information from one language [source language] into another language [target language].

Language Identification Card - The Language Identification Cards list multiple languages, permitting persons who need language assistance services to identify the language in which assistance is needed. This document is available in all CHA offices and on the CHA's website at www.chahousing.org.

Limited English Proficient Person- A person who does not speak English as his/her primary language and who has a limited ability to speak, read, write, or understand English at a level that permits him/her to communicate effectively, in the course of application for or receipt of CHA services and/or benefits.

Translation Services – Translation services are the written communications of a text from one language [source language] into an equivalent written text in another language [target language].

Vital Documents- Vital documents are documents that are critical for ensuring meaningful access to CHA's services, activities, and programs. Such vital documents include documents that solicit or contain information for establishing or maintaining eligibility to participate in CHA's programs, services, and/or benefits. Some

examples include: applications for the low-income public housing program and HCVP, notices of annual income recertification, notices of public hearings, notices containing information regarding eligibility or participation criteria, notices advising of free translation services.

Additionally vital documents include documents that create or define legally enforceable rights or responsibilities. Some examples include: leases, notices to quit, notices of rights, denial, loss or reduction of benefits and hearing notices.

2. POLICY

It is the policy of the Chattanooga Housing Authority ["CHA"] to take reasonable steps to ensure that people with Limited English Proficiency ["LEP"] have meaningful access to the CHA's programs, services and activities.

This policy complies with the Department of Housing and Urban Development's ["HUD"] "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons" dated January 22, 2007.

The CHA hereby designates the Executive Director or his/her designee as its Language Access Coordinator ["LAC"] to assess annually the language assistance needs of the CHA and to monitor the CHA's delivery of language assistance services in conjunction with CHA departments that provide programs or services to residents, applicants and voucher holders participating in the Housing Choice Voucher Program ["HCVP"]. The LAC shall recommend modifications to this LEP Policy and Language Access Plan ["LAP"] regarding the CHA's delivery of language assistance services to LEP persons.

3. APPLICABILITY

This policy applies to departments that provide services or programs to CHA applicants, residents and HCVP voucher holders.

4. ASSESSMENT OF LANGUAGE NEEDS – FOUR FACTOR ANALYSIS

All CHA departments providing programs or services to CHA customers shall conduct periodic evaluations of the service tools being provided to LEP applicants, residents and HCVP voucher holders to determine if there are new and/or different needs. The CHA shall use the U.S. Department of Justice's "Four Factor Analysis" found at www.justice.gov/crt/lep/selfassesstool.htm and any amendments thereto, in the determination of the CHA's language assistance services needs.

Factor 1: Determine the number or percentage of LEP persons eligible to be served or likely to be served by the CHA programs, by using one or more of the following:

- ✓ Provide questions on an initial application or enrollment form to determine if the applicant needs language services;
- ✓ Identify language utilizing Language Identification Card, if available, and record language of applicant, residents or voucher holder at points of contact and service.

Factor 2: Each CHA Department shall track and record requests for language assistance, service provided [interview, hearing, briefing, etc] and who provided language services [e.g. bilingual employee, contract vendor, other]

Factor 3: Determine the nature and importance of the CHA's programs and activities by recognizing which CHA activities may require an interpreter to assist an LEP person.

Examples of such activities include: assisting a LEP person with interpretation services during an eligibility interview, housing offer and lease signing, or during a termination of tenancy hearing.

Factor 4: Determine available and future resources and costs associated with providing language services to LEP applicants, residents and HCVP voucher holders.

Each CHA Department should determine if it is more cost effective to reassign staff, hire additional bilingual staff or contract with vendors to perform routine duties that require interpretation services. Departments that provide direct services to applicants, residents and HCVP voucher holders should make every effort to provide interpretation services through the use of bilingual staff members or through contracted services.

5. PROVIDING LANGUAGE ASSISTANCE SERVICES

A. Interpretation Services [Oral Language]

Each CHA Department office or location that provides programs and/or services shall provide oral interpretation at no charge for LEP persons at points of contact and service upon request. The CHA shall notify all applicants, residents and HCVP voucher holders about their ability to request an interpreter in notices of scheduled appointments with the CHA. Appointments and/or interviews may need to be rescheduled to a later date to provide language assistance services.

Types of activities for which interpretation services shall be offered to LEP persons, include but are not limited to the following:

- ✓ Eligibility Interview
- ✓ Voucher Briefing
- ✓ Housing Offer and Lease Signing

- ✓ Applicant/Resident/Voucher Holder Private Conferences & Hearings
- ✓ Annual and Interim Recertification Interviews

The CHA staff shall not require or ask LEP persons to bring their own translator. However, if a LEP person *requests* that an adult family member or friend [18 years of age or older] provide interpretation, this practice is acceptable only if it is his/her choice.

Upon identification of the language required to service the LEP person, the CHA employee shall contact an interpreter to advise the LEP person about the availability of language services and document if the LEP person still chooses to have his/her own interpreter.

There are some situations where the use of family members or friends is not appropriate [e.g. domestic abuse or sexual assault]. In those instances, the CHA staff or others shall provide language assistance.

Note: For sign language interpreters, applicants, residents and HCVP voucher holders shall submit a “Request for Reasonable Accommodation Form” to the appropriate CHA Department Director. For further information related to persons who need sign language interpreters please refer to the CHA’s policies on effective communication and reasonable accommodation that are available at all CHA offices and on the CHA’s website at www.chahousing.org.

B. Translation Services [Written Language]

Each CHA Department Director, in consultation with the LAC, shall conduct an initial review of its written documents for the purpose of assessing whether any document is vital and requires translation. As new documents are developed, a similar review shall be conducted to determine if new documents are “vital” and require translation.

All vital documents must be translated into the covered languages before distribution. This commitment is subject to the availability of appropriated funds.

Examples of vital documents may include, but are not limited to: the public housing lease, applications for various programs, and denial and termination notices.

Based upon the most recent Four Factor Analysis, vital documents currently in use as defined in section 4[B] of this policy will be translated into Spanish.

6. OUTREACH

The CHA will post notices of availability of free language assistance services in offices where LEP persons interact with the CHA, including but not limited to: the HCVP Office, site management offices, Central Office, on the CHA website at

www.chahousing.org, and also in annual and interim recertification packages sent to residents and HCVP voucher holders. In addition, notices will be included in final eligibility screening notifications to applicants.

The CHA will conduct outreach to organizations that provide services to LEP persons such as La Paz de Dios [speakers of Spanish and St. Peter and Paul's Church [speakers of Kurundi and Swahili]. The CHA shall conduct outreach to available media in other languages in an effort to inform LEP persons about available services and programs. As additional language needs are identified, the CHA will expand its outreach efforts accordingly.

7. TRAINING

The CHA's LAC will provide ongoing training for appropriate staff about this policy and related procedures; Training will include: an overview of this policy and related procedures, how and when to use the CHA's Language Identification Card to identify the language in which the LEP person needs assistance; how and when to access language services through bilingual staff, volunteer language bank or contract vendor; how to work with an interpreter; prohibition against requiring or asking LEP person to bring his/her own interpreter; and cultural sensitivity.

8. MONITORING AND RECORDKEEPING

A. CHA-Wide Monitoring

The LAC will monitor the CHA's provision of language assistance services to LEP persons on an ongoing basis and will meet, no less than semi-annually, with CHA Department Directors to coordinate and facilitate the delivery of language services and address issues related to language services.

The LAC's responsibilities include:

- Monitoring the implementation of the CHA's LAP and updating it annually at the time of Annual Plan Review;
- Meeting with Department Directors to ensure that all departments are in compliance with the requirements for providing language assistance services;
- Assessing annually the "language assistance needs of the CHA" by reviewing data on the provision of language services and the prior year's provision language assistance services and recommending modifications of the plan;
- Monitoring the translation of vital documents;
- Overseeing quality control assessment of language services;

- ✓ Establishing of certification procedure to ensure competency of interpreter and translators; and
- ✓ Making available a glossary of CHA terminology to authorized bilingual employees, volunteers, and contract vendors for use when translating CHA documents.

A. Departmental Monitoring

CHA departments providing direct services to applicants, residents and HCVP voucher holders shall regularly monitor and assess the language assistance services they provide to ensure meaningful access by LEP persons.

Each CHA Department Director shall be responsible and accountable for the following:

1. Ensure tracking of language assistance services provided by the department as follows: LEP person served, the language, and the type of service and how language service was provided.
2. Work with the LAC to address issues related to language services;
3. Provide information to the LAC to help identify emerging languages and changes in the proportion of existing language groups;
4. Provide LAC with reports on language assistance provided;
5. Identify staff requiring training on the delivery of language services [e.g. new hires, employees new to a department]; and
6. Provide LAC with updated language assistance service needs of the Department.

The language liaison for each Department is set forth below:

Asset Management	Director of Asset Management
Development Department	Director of Development
Executive Department	Executive Director
Finance Department	Controller
Housing Choice Voucher Program	Director of HCVP
Human Resources & Legal	Legal Counsel
Information Technology	Manager of IT
Public Safety	Chief of Police

9. COMPLAINTS

CHA employees who receive a report, or become aware that a LEP person believes that he/she has not been provided with language assistance services in accordance with this policy, shall report that information to the LAC by way of email at ed@chahousing.org or by telephone at 423.668.2374.

10. GRIEVANCE PROCEDURES

A. General

If the requesting LEP individual is not satisfied with the CHA's response to the individual's request for language assistance, the individual may file a formal grievance and request for a hearing, including appropriate supporting documentation with the LAC. The CHA shall ensure that all communications relating to the LEP's right to grieve and ensuing communications will be translated in the appropriate language.

The grievance may be communicated orally or in writing within seven days after notification of the CHA's response to the request for language assistance. However, all oral grievances must be reduced to writing and maintained in the CHA's files. In addition, the CHA shall provide assistance to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. All grievances shall be dated and time-stamped.

The CHA shall permit additional time for initiation of a grievance if the CHA shall find that there was a good reason for late initiation of the grievance and the late initiation would not cause prejudice to the CHA.

The grievance hearing shall be conducted by an impartial person appointed by the CHA's Executive Director or designee, other than a person who made or approved the action under review or subordinate of such person.

B. Hearing Date and Notice

The CHA shall schedule a grievance hearing within fourteen (14) days or as soon as reasonably practical after the CHA's receipt of the request.

The CHA is responsible for scheduling and other administrative matters, including delivering notices. The CHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative (if any). The CHA may reschedule a hearing by agreement, or upon showing by the grievant or the CHA, that rescheduling is reasonably necessary.

If the grievant does not request that the hearing be rescheduled and does not appear at the hearing, the grievant has waived the right to a hearing.

C. Pre-hearing Examination of Relevant Documents

Prior to a grievance hearing, the CHA shall provide the grievant and/or his or her representative a reasonable opportunity to examine CHA documents that are directly relevant to the grievance. Following a timely request the CHA shall provide copies of such documents to the grievant and may waive the charge for the copies for good cause (including financial hardship).

D. Persons Entitled to be Present

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, it shall be open to the public unless the CHA otherwise directs. The CHA and the grievant shall be entitled to have a reasonable number of persons present at a grievance hearing. The Hearing Officer shall decide a challenge to the presence of any such person.

The CHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct him or herself in an orderly manner or shall be excluded. If the grievant misbehaves at the hearing, the Hearing Officer may take other appropriate measures to deal with the misbehavior, including dismissing the grievance.

E. Procedure at the Hearing

The Hearing Officer shall conduct the grievance hearing in a fair manner without undue delay. The hearing may be tape-recorded. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The Hearing Officer shall initially define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. The grievant and the CHA shall be entitled to question each other's witnesses. The Hearing Officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and CHA policies and procedures. The Hearing Officer may request the CHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

F. The Decision

i) Written Decision

After the hearing, the Hearing Officer must make the decision. This decision must be based upon the evidence presented at the hearing, additional information requested and upon applicable laws, regulations, and CHA policies and procedures. The decision must be in writing, dated, and state the findings of fact and the reasons for the decision. Within fourteen (14) days following the hearing, or as soon as reasonably possible, the Hearing Officer shall provide the CHA and the grievant with the written decision by interoffice mail, US mail or hand delivery.

ii) Effect of a Decision on a Grievance

The decision on a grievance shall be binding between the CHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter that has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the CHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

ATTACHMENT D

Family Self-Sufficiency Program Action Plan

CHATTANOOGA HOUSING AUTHORITY

FAMILY SELF-SUFFICIENCY (FSS) ACTION PLAN

Effective Date: 11/10/2022

CHATTANOOGA HOUSING AUTHORITY

801 N. Holtzclaw Ave.
Chattanooga, TN 37404

Chattanooga Housing Authority (CHA) Family Self-Sufficiency (FSS) Action Plan

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Section I – INTRODUCTION AND MISSION STATEMENT

The Chattanooga Housing Authority (CHA) is pleased to have the opportunity to participate in the Family Self-Sufficiency Program (FSS) offered by the Department of Housing and Urban Development (HUD) and has the capacity to administer a minimum of 50 and up to 75 FSS slots. The CHA welcomes the opportunity to encourage and assist participants in increasing earned income, thereby increasing the ability for families to become economically independent. Both the delivery of services and planning shall be coordinated with various community resources in an effort to deliver the highest quality available assistance to participants.

The mission of the CHA's FSS Program is to match families participating in the Housing Choice Voucher Program (HCVP) and the Low Income Public Housing (LIPH) Program, and the Project Based Rental Assistance (PBRA) program with existing community services. The program aims to help the FSS program participants achieve economic self-sufficiency and assist them in all manners possible that shall enable them to become economically self-sufficient. The FSS Program is governed by HUD Program 24 CFR Parts 887 and 984. All mandatory requirements of this regulation are incorporated by reference into this FSS Action Plan.

Section II – PROGRAM OBJECTIVES

The CHA's FSS Program enables families to advance toward economic independence by empowering them to:

- Increase their earned income
- Develop their financial expertise
- Reach their financial goals

Section III – PROGRAM SIZE AND CHARACTERISTICS

3.1 Family Demographics

The table below describes the CHA's HCVP, LIPH, and PBRA demographics. The data may be used at a later date to help the Program Coordinating Committee (PCC) identify supportive services and needs of expected FSS participants.

The CHA's FSS Program will serve the following housing assistance programs:

- HCVP: HCV Homeownership
- HCVP: Project-Based Vouchers (PBV)
- HCVP: Tenant-Based Vouchers
- HCVP: Emergency Housing Voucher (EHV), Family Unification Program (FUP), Veteran Affairs Supportive Housing (VASH)
- LIPH
- PBRA

	Housing Choice Voucher Program		Low Income Public Housing		Project Based Rental Assistance (PBRA)	
Demographics	Total Families	Percent of Total	Total Families	Percent of Total	Total Families	Percent of Total
Household						
Total Households	2,975	----	1,300	----	482	----
Total Residents	7,700	----	2,490	----	677	----
Members in Family						
1-2	1,686	57%	980	75%	426	88%
3-5	443	15%	299	23%	52	11%
6 or more	165	6%	22	2%	3	0.6%
Race						
African American/Black	6,396	83%	2,180	88%	552	82%
White	1,323	17%	303	12%	113	17%
Other			8	0%	12	2%
Ethnicity						
Hispanic or Latino	65	1%	32	1%	12	2%
Not Hispanic or Latino	7,643	99%	2,455	99%	660	97%
Unknown	----	----	3	0%	6	1%
Disability Status						
Household with a disabled member	1,032	35%	510	39%	220	46%

3.2 Supportive Services Needs

The FSS Coordinator shall encourage service coordination and referrals to appropriate local, public and private resources (24 CFR 984.103). The below list of FSS activities and supportive services is based on an assessment of services provided to past FSS, ROSS, and UMP participants.

- **Child care:** On an as-needed or ongoing basis, a type that provides sufficient hours of operation and serves an appropriate range of ages.
- **Transportation:** Needed by a participating FSS family member to access available services, commute to their place(s) of employment, medical facilities, schools, etc.
- **Education:** Remedial education; education for completion of high school or attainment of a high school equivalency certificate; education in pursuit of a post-secondary; degree or certificate.
- **Employment:** Job training, preparation, and counseling; job development and placement; and follow-up assistance after job placement and completion of the CoP.
- **Personal Welfare:** Substance/alcohol abuse treatment and counseling, and health, dental, mental health, and health insurance services.
- **Household Management:** Training in household management.
- **Homeownership and housing counseling:** Homeownership education and assistance and housing counseling.
- **Financial Empowerment:** Training in financial literacy, such as financial coaching, training in financial management, asset building, and money management; including engaging in mainstream banking, reviewing and improving credit scores, etc.
- **Other Services:** Any other services and resources, including case management, reasonable accommodations, optional services, and specialized services for individuals with disabilities, that the CHA may determine to be appropriate in assisting FSS families to achieve economic independence and self-sufficiency. Reasonable accommodations and modifications shall be made for individuals with disabilities consistent with applicable federal, state, and local civil rights and nondiscrimination laws.

The FSS Coordinator shall schedule regular check-ins with the FSS participants to monitor and document their progress, adjust the ITSP, and provide additional services and referrals. The FSS Coordinator shall attempt to engage with each participant once every quarter of the calendar year. It is the responsibility of the participant to collaborate in the scheduling of progress meetings and properly communicate their availability. Failure to do so is a violation of the participant's CoP and may result in termination from the FSS Program.

3.3 Estimate of Participating Families

The CHA no longer has mandatory slots in its FSS Program. The program size reflects 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, State, Local, and private resources. CHA has been funded for one FSS Coordinator, and can maintain a program size of at least 50 participants drawn from the HCVP, LIPH, and PBRA programs.

Historically, the CHA has enrolled approximately 10 new families into the FSS Program each year. The CHA expects to be able to provide FSS services to a minimum of 250 families over a five-year period. Effective date of this Action Plan, the CHA expects to be able to serve up to 75 families in the FSS Program at any one time.

3.4 Other Self-Sufficiency Programs

The CHA administers three additional HUD self-sufficiency programs: Emergency Housing Voucher (EHV), Family Unification Program (FUP), Veteran Affairs Supportive Housing (VASH), Resident Opportunities and Self-Sufficiency (ROSS). All participation is voluntary. EHV has the capacity to serve up to 40 households, FUP has the capacity to serve up to 70 households, VASH has the capacity to serve up to 140 households, and ROSS has the capacity to serve 110-165 individuals for three LIPH sites.

Additionally, the CHA administers an Upward Mobility Program (UMP) that has the capacity to serve up to 275 households and tracks all adults in these households. UMP participation is mandatory, unless the participant is designated exempt due to elderly and/or disabled status.

Name of Program	Number of Eligible Participants Per Year
EHV	2
FUP	2
ROSS	2
VASH	1
UMP	3

Section IV – FAMILY SELECTION PROCEDURES

4.1 Waiting List

The FSS Coordinator shall initiate and maintain an FSS waitlist at all times. Individuals are placed on and selected from the waitlist in the order in which their waitlist applications were received (date and time) (24 CFR 984.203(b)). All potential FSS participants shall fill out and submit a waitlist application to the CHA to secure their slot in the program. The FSS Coordinator shall review the FSS waitlist on a monthly basis, and update information/applicant status as needed. The FSS waiting list is opened and closed in response to the number of applicants on the lists and the anticipated availability of FSS slots.

Individuals shall be removed from the waitlist if they receive a slot in the FSS Program, decline a slot, request to be removed, or are non-responsive after three outreach attempts. On the third attempt to reach the waitlist applicant, the FSS Coordinator shall inform the individual that if they do not respond within 2 business days, they shall be taken off the waitlist.

Individuals are deemed as ineligible for FSS if they are currently under a repayment agreement and/or owe money to CHA.

4.2 Admissions Preferences

The CHA's FSS Program has not adopted any admissions preferences. Families will be selected based on the time and date their FSS waitlist application is received.

4.3 Screening for Motivation

The CHA will not adopt any motivational screening factors to measure the family's interest and motivation to participate in the FSS Program.

4.4 Compliance with Nondiscrimination Policies

It is the policy of the CHA to comply fully with existing federal and state laws protecting the individual rights of applicants, residents, and/or staff and any laws subsequently enacted. Such laws include Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing

Amendment Act of 1988) and the implementing regulations at 24 CFR Parts 100,108,110, and 121; Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35; the Violence Against Women Act of 2005 as amended by the Violence Against Women Reauthorization Act of 2013 and the implementing regulations at 24 CFR 5.2001 et. seq. and 24 CFR 960.103; laws, Executive Orders and regulations recited at 24 CFR 5.105(a); and the Tennessee Landlord and Tenant Act.

The CHA shall not discriminate because of race, color, sex, religion, age, handicap, disability, ancestry, national origin, ethnicity, familial or marital status, children, sexual orientation (homosexuality, heterosexuality, and/or bisexuality), gender identity (actual or perceived gender-related characteristics) or veteran status in the leasing, rental, sale or transfer of units, buildings, and related facilities, including land that it owns or controls. The CHA shall affirmatively further fair housing in the administration of its Program.

The FSS Coordinator has the primary responsibility to make sure that participants are not discriminated against in the selection process. For families or individuals whose potential enrollment is in question, the FSS Coordinator will review the file in the staff review meeting to ensure that non-selection is not based on discriminatory factors before the final decision is made. Applicants will be notified in writing of the reason(s) they were not selected for participation and will have the opportunity to appeal the decision (see Grievance Procedures, Section X). At all times, the CHA will select families for participation in the FSS Program in accordance with FSS Regulations and HUD guidelines.

Procedures for participants who require reasonable accommodations can be found in Section XIII of this Action Plan.

4.5 Re-enrollment of Prior FSS Participants

Previous participants who were exited from the program unsuccessfully or voluntarily may have the opportunity to re-enroll 12 months after exiting. Re-enrollment is limited to one-time per participant. Previous participants do not take priority over new participants during the selection or enrollment process.

Previous participants are not eligible for re-enrollment if:

- The participant has successfully graduated from the program and collected an excess of \$3,000 of escrow, minus any money owed to the CHA.
- The participant was terminated for non-compliance from HCVP, LIPH, or PBRA programs, commits fraud, bribery, or any other corrupt or criminal activity in connection with any of the CHA housing programs.

4.6 Head of FSS Family

CHA households currently living in HCVP, LIPH, and PBRA programs are eligible for enrollment. Families with Homeownership Vouchers may enroll in FSS and families that transition into Voucher Homeownership may remain in FSS. All household members of the FSS family shall be in compliance with their lease.

Pursuant to HUD regulations, any adult member of the household may enroll in the FSS Program (24 CFR 984.303(a)). The head of the FSS family means that a designated adult family member of the FSS family has signed the Contract of Participation (CoP) (24 CFR 984.103). The head of the FSS family may, but is not required to be, the head of the household for the purposes of determining income eligibility and rent (24 CFR 984.303).

- One CoP per family
- Individual Training Service Plan (ITSP) for as many members of the family who wish to participate
- Escrow goes to the person who signs the CoP

If the head of the FSS family changes, the current head, and the upcoming head shall both sign a form regarding the following:

- Acknowledging that the transfer of the head of the FSS household is changing and consensual.
- The new head of the FSS family inherits all of the money in the escrow account.
- The previous head of the FSS family no longer has any right to the money accrued in the escrow account.
- The new head of the FSS family may modify the ITSP goals.
- The CoP expiration date does not change unless a contract extension is granted.
- If the head of the FSS Family is incapacitated and/or dies, an adult family member may assume the position as the head of the FSS family. If

no adult family member is willing or able to act as the head of the FSS family, the executor/administrator of the estate will need to request and submit a waiver to the FSS Coordinator for final disbursement of escrow.

Section V – OUTREACH

The CHA shall take measures to equally educate all participants and residents about the FSS Program. These efforts may include the distribution of marketing materials and applications at the time of a lease signing, briefings, and relocation meetings, etc., and distribution of information to social service providers and others who may work/serve the CHA's participant/resident population.

Outreach and marketing efforts are vital in communicating the value of the FSS Program to the CHA residents. As such, the CHA is responsible for the following:

- Review and update, as necessary, the FSS brochure, flyers, handouts, and all other marketing materials.
- Review and update, as necessary, CHA's website to have all marketing materials, the FSS waitlist application, the FSS Coordinator's contact information, and all other relevant FSS forms and information.
- Ensure that all of the CHA sites have accurate and up-to-date marketing materials, waitlist application, etc.

The CHA may also utilize and collaborate with focus groups, resident councils, case managers, CHA staff, etc. to recruit residents to the FSS Program.

Outreach efforts will be targeted equally to all families, using materials in both English and other commonly spoken languages to ensure that non-English and limited English-speaking families receive information and have the opportunity to participate in the FSS Program. In conducting outreach, the CHA will account for the needs of persons with disabilities, including persons with impaired vision, hearing or mobility, and provide effective communications to ensure that all eligible who wish to participate are able to do so.

Section VI – FSS ESCROW ACCOUNT AND OTHER INCENTIVES FOR PARTICIPANTS

The CHA shall manage the escrow accounts in accordance with HUD regulations and in conjunction with the CoP. The FSS escrow savings account serves two purposes. The first is to act as the primary incentive for participants to increase

their earnings. The second is to provide a unique opportunity for FSS participants to build substantial savings.

The CHA is responsible for maintaining the escrow account of FSS participants. The amount of escrow in the account grows as the earnings of the FSS participant increases. The CHA converts increases in rent for FSS participants, due to increases in their earned income, into escrow savings. At enrollment, the most recent examination of rent shall be used to establish the baseline annual earned income. In calculating baseline annual earned income, all applicable exclusions of income shall be applied, except for any disregarded earned income or other adjustments associated with self-sufficiency incentives that may be applicable to the determination of annual income. If an FSS family has income disregarded due to EID (which shall sunset with HOTMA), or any other self-sufficiency income disregard, that income is included in the baseline. Monthly escrow credits can continue to grow up to 80% Area Median Income (AMI).

The CHA shall deposit the FSS escrow account funds of all families participating in an FSS Program into a single-interest bearing depository account. Escrow is deposited each month regardless of whether the family pays rent or pays it on time (24 CFR 984.305(a)).

The CHA shall provide an annual report to the FSS participant of their escrow account. The report shall include the original balance, changes during the reporting period, deductions made to the account, interest earned, and total account value at the end of the period (24 CFR 984.305(a)(3)).

6.1 Additional Incentives

The main incentive offered to all participants is the ability to build escrow funds during participation in the FSS Program. The CHA shall distribute all earned escrow money to eligible participants (those who have completed all goals outlined on ITSP and are free of welfare assistance at the time of CoP completion) minus any money owed to the CHA.

Other incentives include, but are not limited to, connections to community partnerships and financial benefits that the CHA may provide to FSS participants from forfeited escrow funds from previous FSS participants (24 CFR 984.305(f)). There may be times when these types of incentives are not available. The CHA is not obligated to provide any incentives other than the escrow savings account.

6.2 Interim Disbursements

The CHA permits FSS participants to make an interim withdrawal up to 25% of the total amount deposited into the escrow account and interest earned. Interim withdrawals can only be made once per year after the first 12 months. Any exceptions to this shall be approved by the Resident Engagement Administrator. All interim withdrawals shall be directly related to helping the participant meet all goal(s), as outlined in their ITSP.

Participants may be required to be enrolled in one or more programs or courses that directly relate to their interim disbursement. Requests shall be considered on a case-by-case basis. Participants who request an interim withdrawal must fill out an interim disbursement request form. Once received, the FSS Coordinator will review the request and submit it to the Resident Engagement Administrator for approval. Requests over \$250 shall be reviewed by the Department Director for approval. Fund requests over \$10,000 shall be reviewed by the Executive director for approval. Limitations regarding eligible activities are listed below.

Examples of justifiable withdrawals include, but are not limited to:

- Completion of education/job training related goals such as money for tuition, books, manuals, subscriptions, equipment, etc.
- Helping pay for a car, repairs on a vehicle that is required for work, or a bus pass.
- Paying off old debt to improve credit.
- Fees and start-up expenses for small business development.
- Down payment toward the purchase of a home.

Examples of non-justifiable interim disbursements include, but are not limited to:

- Paying for the participant's portion of rent, utilities, bills, or debt owed to CHA.
- Vacation/leisure activities.
- Anything that can be provided by referring the participant to a community resource or program.

The FSS participant shall provide documentation/verification of any money needed in order for the CHA to process the withdrawal. Examples include certificates, proof of purchase, statements of verifications, pay stubs, bank statements, etc. The CHA, in its sole discretion, will determine if a document that a participant provides is sufficient.

The Resident Engagement Administrator shall approve the request. The check usually shall be issued to both the participant and/or business that shall be accepting the participant's payment for the reasons stated above. Any requests that exceed 25% of the escrow balance and/or are requested more often than once a year shall be reviewed and approved/denied at the discretion of the Resident Engagement Administrator.

6.3 Uses of Forfeited Escrow Funds

The funds accrued by the participant will be forfeited if:

- The participant exits the FSS Program without completing ITSP goals.
- The participant is terminated due to non-compliance.
- The participant commits fraud and/or fails to report timely any change in household composition, income and/or assets.
- The CoP is declared null and void.
- The participant ports to another PHA.

Pursuant to 24 CFR 984.305(f), all forfeited escrow shall go into an account to be used for the benefit of current FSS families in good standing. Forfeited FSS escrow funds may be used anytime during the term of the participant's CoP. At the discretion of the FSS Coordinator, forfeited escrow funds may be considered in lieu of an interim escrow disbursement and will follow interim disbursement procedures.

Funds may be used, but are not limited to, the following eligible activities:

- Transportation, childcare, training, test fees, employment preparation costs, and other cost-related to achieving obligations outlined in the CoP.
- Training for FSS Program Coordinator(s).
- Other eligible activities as determined by HUD regulations .

Funds may not be used for the following:

- Salary and fringe benefits of the FSS Program Coordinator(s).
- General administrative costs for the FSS Program.
- Housing assistance payments (HAP) expenses or public housing operating funds.
- Any other activities determined ineligible by HUD.

6.4 Final Disbursement of Escrow

A participant is eligible to receive a full disbursement of their FSS escrow balance, minus any debt owed to the CHA, upon successful completion of the CoP and completion of the ITSP goals. FSS participants have no income tax liability for funds held in the account or for payments made at the completion of the CoP.

If the head of the FSS Family is incapacitated and/or dies, an adult family member may assume the position as the head of the FSS family. If no adult family member is willing or able to act as the head of the FSS family, the executor/administrator of the estate will need to request and submit a waiver to the FSS Coordinator for final disbursement of escrow.

6.5 Participant Fraud Policy

Should a client commit fraud and/or fail to report timely any change in household composition, income and/or assets, the client will forfeit any and all escrow monies deposited and interest earned. The client may also be terminated from the FSS Program for a CoP violation.

6.6 Debt Policy

The CHA may not collect or hold participants accountable for any debt over 10 years old, per Tennessee code § 28-3-109 (2017). Participants that are indebted to the CHA shall agree to and complete a “Repayment Agreement.” The participant shall abide by all terms stated within both documents and make regular payments on debt until debt is completely paid off. Repayment of said debt shall become a part of the client’s ITSP. Failure by the participant to make agreed upon payments shall be equivalent to a failure to complete a goal and may result in termination of participation in the FSS Program. Any participant that is still indebted to the CHA upon successful completion of all other goals in the ITSP shall have all monies owed to the CHA deducted from their escrow monies before disbursement of any funds to participant.

Residents that apply to the FSS Program and are indebted to the CHA at the time of application shall be allowed to become an FSS participant provided requirements of participation are met and the participant agrees to abide by above stated rules regarding debt.

Section VII – FAMILY ACTIVITIES AND SUPPORTIVE SERVICES

Supportive Service	Specific Service	Source/Partner
Child Care	• Infant Care / Toddler Care • Preschool Care • Afterschool Care • Homework Assistance	The Bethlehem Center, state and local government resources, local nonprofits.
Transportation	• Bus passes	CARTA.
Education	• High School Equivalency/GED • English as a Second Language • Post-secondary certificates • Advanced Degrees	Local higher education providers, Department of Labor and Workforce career center, other appropriate nonprofits.
Skills Training	• Training in Executive Function • Basic Skills Training • Emerging Technologies Training • Biomedical Training (including CNA, phlebotomy, x-ray and other tech, etc.) • On-the-Job Training • Apprenticeships • Skilled Labor training	Impact 1!, other local vocational educational providers, and the Department of Labor and Workforce career center.

Job Search Assistance	• Resume Preparation • Interviewing Skills • Dress for Success • Workplace Skills • Job Development • Job Placement	Department of Labor and Workforce career center.
Micro and Small Business Development	• Small business development services • Small business Mentoring • Entrepreneurship Training	Launch and Co.Lab.
Health/Mental Health Care	• Alcohol and Drug Abuse Prevention • Alcohol and Drug Abuse Treatment • Primary care • Dental services • Mental Health Services • Health Insurance Advising	Hamilton County Health Department and other nonprofits.
Crisis Services	• Crisis Assessment • Crisis Intervention • Crisis Management • Crisis Resolution	Centerstone Chattanooga and Johnson Mental Health Center.
Child/Adult Protective Services	• Needs Assessment • Case Planning • Information Referral	Department of Children's Services and Department of Adult Protective Services.

Household Management	• Training in Household Management	CHA.
Homeownership Preparation	• Homeownership Education • Housing Counseling • Down Payment Assistance • Other Homeownership Assistance	Chattanooga Neighborhood Enterprise(CNE), Habitat for Humanity.
Financial Empowerment	• Financial education • Financial coaching • Banking services • Training in money management	CHA, Department of Labor and Workforce career center, CNE, and Operation HOPE.
Individual Development Accounts	• Matched Savings Accounts	Local banks and nonprofits.
Legal Services	• Legal Services	Legal Aid.
Debt Resolution & Credit Repair	• Assistance negotiating the resolution of past-due debt	Operation HOPE.
Other:	• Other services as needed	Identified partners PCC and other partnerships.

Section VIII– METHOD OF IDENTIFYING FAMILY SUPPORT NEEDS AND DELIVERING APPROPRIATE SUPPORT SERVICES

8.1 Identifying Family Support Needs

The FSS Coordinator shall conduct a needs assessment upon the first meeting with the participant. The assessment shall help develop the ITSP and determine which supportive services are needed to help the participant achieve the goals outlined in the ITSP. Common goals, include but are not limited to:

- Debt management
- Credit improvement
- Earning a GED, post-secondary, or technical degree
- Enhancing job-related skills
- Finding employment/new job where they earn more money
- Homeownership

At each quarterly meeting, the participant and FSS Coordinator shall review the participant's progress in achieving goals and adjust the services as needed.

8.2 Delivering Appropriate Support Services

Coaching. All families who participate in the FSS Program will be assigned an FSS Coordinator who will provide coaching services to help each participating family to:

- Understand the benefits of participating in the FSS Program and how the program can help the family achieve its goals.
- Identify achievable, but challenging interim and final goals for participation in the FSS Program, break down the goals into achievable steps and accompany the family through the process.
- Identify existing family strengths and skills.
- Understand the needs that the family has for services and supports that may help the family make progress toward their goals.
- Access services available in the community through referral to appropriate service providers.
- Overcome obstacles in the way of achieving a family's goals.

8.3 Transitional Supportive Service Assistance

No assistance or referrals will be available to families who have completed their CoP contracts.

Section IX– CONTRACT OF PARTICIPATION (CoP)

9.1 Form and Content of Contract

The CoP outlines the rights and responsibilities of the FSS participant and the CHA, and the participant's ITSPs. It shall be signed by the head of FSS Household and the CHA representative. Additional family members may also have an ITSP. The FSS participant, and all family members that elect to participate, shall be required to fulfill those obligations and goals to which the participating family has committed itself under the CoP.

- The start date of the CoP is the first day of the month following the date in which the FSS family and the CHA executed the contract (24 CFR 984.103).
- The end date of the CoP is 5 years after the first re-examination of income after the execution date of the contract (24 CFR 984.303(c)).

9.2 ITSP Goals

The CoP shall incorporate the ITSP for each participant. HUD-52650 is the HUD-provided form for the CoP and ITSP. It establishes specific goals that the participant wants to accomplish by the time their CoP expires. Every ITSP shall include two HUD-required goals that shall be achieved before the participant can graduate and receive their full escrow. Both of the required goals are briefly discussed below.

- Free of welfare assistance before the expiration of the term of the CoP, including any extensions thereof (24 CFR 984.303(b)(2)).
- The head of the FSS household shall have suitable employment.

9.3 Determination of Suitable Employment

Per HUD regulation, (24 CFR 984.303(4)(iii)), the determination of what suitable employment is defined as will be made by the CHA. Employment as outlined in the ITSP of the CoP and is based on the skills, education, job training, and receipt of other benefits of the household member, and based on available job opportunities within the jurisdiction served by the CHA.

9.4 CoP Term and Extensions

Every CoP is originally executed for five years from the date of the first reexamination of income after the date of CoP execution. If a participant does not

achieve all goal(s) within five years, they can request up to two, one-year extensions. A request for an extension shall be submitted to the CHA, in writing, at least one month before the participant's contract expires.

Per HUD regulation 24 CFR 984.303(d), an extension of the CoP may occur for good cause, as defined as:

1. Circumstances beyond the control of the FSS family that impede the family's ability to complete the CoP obligations, such as a serious illness or involuntary loss of employment;
2. Active pursuit of a current or additional goal that shall result in the furtherance of self-sufficiency during the period of the extension (e.g., completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.); or
3. Any other unique circumstance that the CHA determines to warrant an extension, as long as the CHA is consistent in its determination as to which circumstances warrant an extension.

9.5 Completion of the Contract

FSS participants are eligible to graduate from the program and receive their full amount of accrued escrow when they have completed all of their obligations under the CoP, including the completion of their ITSPs, on or before the contract expires. These obligations include two required goals of suitable employment for the head of the FSS household and being free from welfare assistance before the expiration of the term of the CoP, including any extensions thereof (24 CFR 984.303(b)(2)).

- **Suitable employment:** Employment as outlined in the ITSP of the CoP and is based on the skills, education, job training, and receipt of other benefits of the household member, and based on available job opportunities within the jurisdiction served by the CHA (24 CFR 984.303(b)(4)(iii)).
- **Welfare assistance:** (for purposes of the FSS Program only) income assistance from Federal (i.e., Temporary Assistance for Needy Families (TANF) or subsequent program), state, or local welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs (24 CFR 984.103).

FSS participants must provide documentation verifying that they completed their goals. A combination of self-certification and third-party verification will be

acceptable to documentation of completion of ITSP goals. This could include certificates, proof of purchase, statements of verifications, pay stubs, bank statements, etc. The CHA, in its sole discretion, may determine if a document that a participant provided is sufficient.

FSS participants may graduate from the program early, without penalty, if goals have been completed. A participant may elect to identify new goals and extend participation in the program. If a participant has met all goals and does not choose to identify new goals, then the participant may receive the amount in the family's FSS escrow account in excess of any amount owed to the CHA by the participant (24 CFR 984.305(c)(2)(i)).

9.6 Modification

The ITSP may be modified at any time so long as the goals are realistic for the participant to complete within the time of their contract. This is to ensure flexibility for the participant and reflect changing circumstances and interests. If a participant completes all goal(s) before the end of their contract, they may modify their ITSP to add another goal that they can realistically achieve within the time of their CoP (24 CFR 984.303(f)).

9.7 Consequences of Non-Compliance with the Contract

If a participant is deemed to be in non-compliance with the CoP, they may be at risk of termination from the FSS Program. See policies on Involuntary Termination in Section 10.1.

Section X – PROGRAM TERMINATION, AVAILABLE GRIEVANCE PROCEDURES, AND WITHHOLDING OF SERVICES

10.1 Involuntary Termination

The CHA may involuntarily terminate a participant's involvement in the program for the following reasons:

- If the head of the FSS family leaves their household/rental assistance program without transferring the head of the FSS family status to another household member.
- The participant is evicted from their HCVP, LIPH, or PBRA rental assistance program.

- A participant fails to honor the terms of the CoP.
- Any other act deemed inconsistent with the purpose of the FSS Program, in the sole discretion of the CHA.
- If the FSS family moves outside the jurisdiction of the CHA.

10.2 Voluntary Termination

The CHA may voluntarily terminate a participant's involvement in the program for the following reasons:

- Mutual consent of both parties.
- The participant withdraws from the FSS Program.

10.3 Termination with Escrow Disbursement

The CoP shall be terminated with FSS escrow disbursement when:

- Services that CHA and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable
- The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless CHA and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family.

10.4 Grievance Procedures

Applicants to and participants of the FSS Program may file a grievance for any decision involving termination from the FSS Program, denial of FSS participation, escrow monies forfeited and withdrawal of FSS Waitlist Application. Any such grievance shall be processed in accordance with the HCVP Administrative Plan, Admissions and Continued Occupancy Policy (ACOP) and/or PBRA Management Plans as applicable.

10.5 Withholding of Services

The CHA has the discretion to withhold services when a participant fails to comply with completion of the FSS Outcome Requirements, which shall be used to evaluate the effectiveness of the program outcomes. The failure of the client to meet these obligations may result in the CHA's withholding of supportive services to the client and/or possible termination from the FSS Program.

A participant and/or family members fail to comply with the terms of the lease and family obligations if applicable, and become independent from welfare assistance before the expiration of the term of the CoP, including any extensions thereof (24 CFR 984.303(b)(2)).

The FSS head of household shall seek and maintain suitable employment after completion of job training/educational program(s) as listed in the ITSP.

Section XI – ASSURANCE OF NON-INTERFERENCE

Participation in the FSS Program is voluntary. No individual or family that chooses not to participate, is terminated, or successfully completes the FSS Program shall be discriminated against in any way including denial, delay or termination of HCVP, LIPH, and/or PBRA lease termination.

Section XII – TIMETABLE

The CHA has provided direct oversight and administration of the FSS program since 2008, and is dedicated to meet all deadlines and requirements for program implementation. The CHA shall continue to provide its residents with supportive services while adapting to and complying with current and future HUD regulations and subsidies.

Section XIII – REASONABLE ACCOMODATIONS, EFFECTIVE COMMUNICATIONS, AND LIMITED ENGLISH PROFICIENCY

13.1 Requests for Reasonable Accomodations

The CHA shall make reasonable accommodations as required by law for handicapped/disabled persons to promote equal access to and participation in the Program. Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25 and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the CHA's facilities are inaccessible to or unusable by persons with disabilities, or because the CHA's policies and/or procedures, lease or other provisions of law so provide.

The CHA cannot refuse to make a reasonable accommodation in rules, policies, practices or services when such accommodation may be necessary to afford a person with a physical or mental impairment equal opportunity to use and enjoy a CHA apartment, including public and common use areas.

Requests should be made initially to the FSS Coordinator. If a family is not satisfied with the FSS Coordinator's response, the family may submit a request in writing in accordance with the agency's reasonable accommodations policy. The policy is available on CHA's website.

13.2 Requests for Effective Communications

The CHA, in administering all public and assisted housing programs, is committed to ensuring that applications, residents, employees, contractors, and other members of the public with disabilities have an effective means to communicate. When requested, the CHA employees, agenda, contractors, and private management companies, shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the programs, services, and activities conducted by the CHA. All notifications, including approvals or denials of requests for effective communication referenced in the Effective Communications Policy, will be provided in an alternate format, upon request. The policy can be found as Attachment B in the CHA Agency Plan, available on the CHA's website.

13.3 Limited English Proficiency

It is the policy of the CHA to take reasonable steps to ensure that people with Limited English Proficiency (LEP) have meaningful access to the CHA's programs, services and activities. This policy complies with the HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons" dated January 22, 2007. For more information, see the LEP policy available on CHA's website.

Section XIV – COORDINATION OF SERVICES

14.1 Certification of Coordination

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 29 U.S.C. 3111 et seq., and other relevant employment, child care, transportation, training, education, and financial empowerment programs in the area. Implementation will continue to be coordinated, in order to avoid duplication of services and activities.

14.2 Program Coordinating Committee (PCC)

Pursuant to HUD regulation (24 CFR 984.202(a)), the CHA shall establish a PCC whose function is to assist the CHA in securing commitments of public and private resources for the operation of the FSS Program.

The PCC shall meet at least three times per year to ensure continued involvement and cooperation among all agencies involved. The PCC shall be a strong resource in implementing needed resource referral and supportive services to the FSS Program participants.

The PCC shall consist of:

- The FSS Coordinator
- One or more members from each of the CHA's rental assistance programs—HCVP, LIPH, PBRA.
- Representative(s) from various CHA departments and resident council(s)
- Community partner, social services, and relevant public agency members.

Such as:

- Tech Goes Home, CHI Memorial, Mental Health Cooperative, Signal Centers, American Job Centers, Chattanooga Neighborhood Enterprise.

Section XV – FSS PORTABILITY (Applicable to HCV Only)

15.1 Port-Out to Another PHA

If an FSS household ports-out to another PHA, the household will be terminated from the CHA's FSS Program. The CHA will not transfer the COP or any accrued FSS funds to the receiving PHA.

The CHA is not responsible for helping the participant find a PHA that has an FSS Program and accepts port-ins. However, the FSS Coordinator may provide a list of PHAs with FSS programs. The CHA is not responsible for initiating contact between the FSS participant and the PHA or ensuring the participant's slot in the receiving PHA's FSS Program.

15.2 Port-In from Another PHA

If an FSS household ports-in from another PHA to the CHA, the household's CoP will not be accepted and will be terminated. This does not limit the port-in from applying to the CHA's FSS Program and starting over with a new CoP.

Section XVI – DEFINITIONS

- **Baseline annual earned income:** The FSS family's total annual earned income from wages and business income (if any) as of the effective date of the FSS contract. In calculating baseline annual earned income, all applicable exclusions of income shall be applied, except *for* any disregarded earned income or other adjustments associated with self-sufficiency incentives that may be applicable to the determination of annual income (24 CFR 984.103).
- **Contract of Participation (CoP):** The contract entered into between an FSS family and CHA that sets forth the terms and conditions governing participation in the FSS Program. All Individual Training and Services Plans (ITSPs) are attached to the CoP (24 CFR 984.103). HUD-52650 is the HUD-provided form for the CoP and ITSP.
- **Current annual earned income:** FSS family's total annual earned income from wages and business income (if any) as of the most recent re-examination of income which occurs after the effective date of the FSS contract. In calculating current annual earned income, all applicable exclusions of income shall apply, including any disregarded earned income and other adjustments associated with self-sufficiency incentives or other alternative rent structures that may be applicable to the determination of annual income (24 CFR 984.103).
- **Effective date of Contract of Participation (CoP):** The first day of the month following the date in which the FSS family and the CHA entered into the CoP (24 CFR 984.103).
- **FSS family:** A family that resides in public housing or receives Section 8 assistance, and elects to participate in the FSS Program, and whose designated adult member (head of FSS family) has signed the CoP (24 CFR 984.103).
- **FSS family in good standing:** 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 with the regulations in part 5 and

chapters VIII and IX of this title regarding participation in the relevant rental assistance program (24 CFR 984.103).

- **Good cause:** (1) Circumstances beyond the control of the FSS family that impede the family's ability to complete the CoP obligations, as determined by the PHA or owner, such as a serious illness or involuntary loss of employment (24 CFR 984.303(d)).
- **Head of the FSS Family/Household:** The designated adult family member of the FSS family who has signed the CoP. The head of the FSS family may, but is not required to be, the head of the household for purposes of determining income eligibility and rent (24 CFR 984.103).
- **Individual Training and Services Plan (ITSP):** A written plan that is made by the FSS participant and the FSS Coordinator. The ITSP outlines the final and interim goals for the FSS participant, supportive services to be provided to the participant, activities to be completed by the participant, and the agreed upon completion dates for the goals and activities. The ITSP is attached to the CoP.
- **Participant(s):** The individual participating in the FSS Program.
- **Resident:** Persons and/or families that are currently and actively receiving rental assistance within the CHA's HCV, LIPH, or PBRA programs.
- **Suitable employment:** Employment as outlined in the ITSP of the CoP and is based on the skills, education, job training, and receipt of other benefits of the household member, and based on available job opportunities within the jurisdiction served by the CHA (24 CFR 984.303(b)(4)(iii)).
- **Welfare assistance:** (for purposes of the FSS Program only) income assistance from Federal (i.e. Temporary Assistance for Needy Families (TANF) or subsequent program), state, or local welfare programs, and includes only cash maintenance payments designed to meet a family's ongoing basic needs (24 CFR 984.103).
 1. Nonrecurrent, short-term benefits that:
 - a. Are designed to deal with a specific crisis or episode of need;
 - b. Are not intended to meet recurrent or ongoing needs; and,
 - c. Will not extend beyond four months.
 2. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
 3. Supportive services such as childcare and transportation provided to families who are employed;
 4. Refundable earned income tax credits;

5. Contributions to, and distributions from, Individual Development Accounts under Temporary Assistance for Needy Families (TANF);
6. Services such as counseling, case management, peer support, childcare information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support;
7. Amounts solely directed to meeting housing expenses;
8. Amounts for health care;
9. Supplemental Nutrition Assistance Program and emergency rental and utilities assistance;
10. Supplemental Security Income, Social Security Disability Income, or Social Security; and
11. Child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not on the need of the child's current non-parental caretaker.