

PUBLIC NOTICE:



Home Forward
BOARD OF COMMISSIONERS
will meet on
Tuesday, February 21, 2023
At 5:30 pm

Zoom Register here: <https://homeforward.zoom.us/j/89637312949>



MEMORANDUM

To: Community Partners Date: February 14, 2023

From: Ivory N. Mathews, Chief Executive Officer Subject: Home Forward Board of Commissioners February Meeting

The Board of Commissioners of Home Forward will meet on Tuesday, February 21 at 5:30 PM virtually using the Zoom platform. The meeting will be accessible to the public via phone and electronic device.

If you would like to provide public testimony or view the meeting, please use this link:
<https://homeforward.zoom.us/j/89637312949>

The commission meeting is open to the public.

AGENDA



BOARD OF COMMISSIONERS MEETING

HOME FORWARD
 135 SW ASH STREET
 PORTLAND, OREGON

<https://homeforward.zoom.us/j/89637312949>

VIA ZOOM

FEBRUARY 21, 2023, 5:30 PM

AGENDA

INTRODUCTION AND WELCOME

PUBLIC COMMENT

General comments not pertaining to specific resolutions. Any public comment regarding a specific resolution will be heard when the resolution is considered.

MEETING MINUTES

Topic
Minutes of January 17, 2023 Board of Commissioners Virtual Meeting

RESOLUTIONS/REPORTS

Following Reports and Resolutions:			
23-02	Topic	Presenter/POC	Phone #
REPORT	Recognize Commissioner Vivian Satterfield	Ivory Mathews	503.802.8423
01	Authorize Changes to Chapter 16 of the Administrative Plan	Christina Dirks	503.802.8554
02	Authorize Omnibus Financing for the Fairfield Apartments Project	Amanda Saul	503.802.8552

THE NEXT MEETING OF THE BOARD OF COMMISSIONERS

Home Forward is currently operating in a state of emergency. We will continue to conduct board-related business as it is currently scheduled but will update the public on the venue or forum by which it occurs as we assess the situation.

The next Board Work Session will be on Wednesday, March 8, 2023 at 5:30 PM. The next Board of Commissioners meeting will be Tuesday, March 21, 2023 at 5:30 PM.

EXECUTIVE SESSION

The Board of Commissioners of Home Forward may meet in Executive Session pursuant to ORS 192.660(2)(3) to discuss a pending real estate transaction. Only representatives of the news media and designated staff are allowed to attend. News media and all other attendees are specifically directed not to disclose information that is the subject of the session. No final decision will be made in the session.

ADJOURN

MINUTES



BOARD OF COMMISSIONERS MONTHLY MEETING
HOME FORWARD
HELD VIRTUALLY
135 SW Ash Street Portland, OR 97204
January 17, 2023

COMMISSIONERS PRESENT

Chair Damien Hall, Vice Chair Matthew Gebhardt, Treasurer Jenny Kim, Commissioners TomiRene Hettman, Vivian Satterfield

STAFF PRESENT

Ian Davie, Tonya Evans, Monica Foucher, Ivory Mathews, Kitty Miller, Kandy Sage, Amanda Saul, Shannon Schmidt, Kellie Shaw, Ian Slingerland, Aimee Smith, Celia Strauss, Jonathan Trutt, Linda Uppinghouse

LEGAL COUNSEL

Sarah Stauffer Curtiss

Chair Damien Hall convened the meeting of the Board of Commissioners at 5:36 PM.

Cathy Millis, resident at Dahlke Manor expressed interest in getting the property association up and running again. Adding that any assistance in this effort would be appreciated. She is pleased with the new property manager who has been attentive. Millis expressed disappointment with the loss of their resident services coordinator and hopeful that position will be filled quickly. There continue to be issues with the elevators but overall, all is going well.

Alexander Achmatowicz, neighbor to the Medallion Apartments presented public comment. He thanked the board for what they are doing and said his comments are much along the lines of what he presented last year. His concerns center on an individual that commits a criminal offence and the repercussions to the surrounding neighborhood. Achmatowicz described the increase in drug activity experienced in the neighborhood. In November there was an incident of a car fire that brought his concerns to the forefront. He feels there is selling of drugs taking place at the Medallion and would like to see Home

Forward take some action. As a neighbor who is involved in his community, he raised the issue of communication and the lack of messaging with the neighbors. He would like to see Eclipse Security at the Medallion be empowered to take calls from the neighbors. Achmatowicz raised the question if the property manager is aware of such activities at the property.

He is hopeful Home Forward will enforce an intolerance for drug sales, be part of the neighborhood working to improve the surroundings and a reminder that the fire experienced in November could have affected other properties. He is willing to work with Home Forward to address the concerns raised.

Chair Hall thanked Achmatowicz for his insights, his neighborly approach and for engaging with our residents and surrounding neighbors.

MEETING MINUTES

Minutes of the December 20, 2022 Board of Commissioners Virtual Meeting

Chair Damien Hall requested a motion authorizing approval of the minutes for the December 20, 2022 Board of Commissioners Meeting.

There being no discussion, Treasurer Jenny Kim moved to approve a motion for approval, and Commissioner Vivian Satterfield seconded the motion.

The vote was as follows:

Chair Damien Hall—Aye

Vice Chair Matthew Gebhardt—Aye

Treasurer Jenny Kim —Aye

Commissioner TomiRene Hettman—Abstained

Commissioner Vivian Satterfield —Aye

BOARD OF COMMISSIONERS REPORT

Chair Damien Hall reported on our efforts to fill the vacant board seats. Saying we are working with our jurisdictional partners and have identified potential candidates. The Commissioners will have an opportunity to be engaged with a goal to find a complimentary fit with the exiting composition.

No board action is required as the proposed slate of officers mirror last year and terms are set for an additional year. Chair Hall indicated there is a renewed focus to add candidates

to the READ and Audit & Finance Committees and asked commissioners to express their interest.

RESOLUTIONS

Resolution 23-01-01 Authorize Changes to the Administrative Plan for Rent Assistance

Ian Slingerland, Director of Homeless Initiatives and Supportive Housing presented the resolution. There are three parts to the resolution 1) an effort to consolidate information on our Special Purpose Voucher programs; 2) implement changes to the Family Unification Program and Foster Youth; 3) expanding the existing housing choice voucher waiting list preference for FUP youth participants. Slingerland went onto explain the program changes, the impetus around the changes and how they will be administered. He noted that the adopted changes will not affect those currently in the family youth program.

Chair Hall appreciated the hard work and the ability to create change that benefit residents that lines up with their reality.

There being no discussion, Chair Damien Hall requested a motion to approve Resolution 23-01-01. Commissioner TomiRene Hettman moved to adopt Resolution 23-01-01. Commissioner Vivian Satterfield seconded the motion.

The vote was as follows:

Chair Damien Hall—Aye

Vice Chair Matthew Gebhardt—Aye

Treasurer Jenny Kim —Aye

Commissioner TomiRene Hettman—Abstained

Commissioner Vivian Satterfield —Aye

Resolution 23-01-02 Authorize Approval of Changes to Chapter 3 of Admission and Continued Occupancy Policy

Chief Operating Officer Ian Davie presented the resolution saying the amendment narrows the focus laid out in the agency-wide criminal screening policy aligning equity. Reviewing the current policy, pointing out there was not much wiggle room even with our MTW status. Implementation will involve staff training and updating our screening criteria. Davie reviewed the summary of the new policy changes that include current drug use, drug-related criminal activity, violent criminal activity, property based criminal activity and rental history. He described the next steps and how these changes will be implemented.

Chair Hall expressed appreciation for the work and digging into the rules with resulting impacts to move the needle where we have control. Adding the summary was helpful.

There being no discussion, Chair Damien Hall requested a motion to approve Resolution 23-01-02. Commissioner Vivian Satterfield moved to adopt Resolution 23-01-02. Treasurer Jenny Kim seconded the motion.

The vote was as follows:

Chair Damien Hall—Aye
Vice Chair Matthew Gebhardt—Aye
Treasurer Jenny Kim —Aye
Commissioner TomiRene Hettman—Abstained
Commissioner Vivian Satterfield —Aye

Resolution 23-01-03 Authorize the Execution of Contracts and Amendments for Design-Build Services for the Fairfield Apartments

Amanda Saul presented the resolution describing the amendments to the Walsh Construction design-build contract saying this equals the guaranteed maximum price for the renovations, as well as the owner’s contingency. Saul provided background on the project. Anticipated next month will be a financing resolution prior to the closing in late February or early March.

Chair Hall said the resolution had been previewed at the January READ meeting recognizing mounting construction costs and impressive estimates, adding the project has required layers of coordination with our jurisdictional partners.

There being no discussion, Chair Damien Hall requested a motion to approve Resolution 23-01-03. Commissioner Vivian Satterfield moved to adopt Resolution 23-01-03. Treasurer Jenny Kim seconded the motion.

The vote was as follows:

Chair Damien Hall—Aye
Vice Chair Matthew Gebhardt—Aye
Treasurer Jenny Kim —Aye
Commissioner TomiRene Hettman—Abstained
Commissioner Vivian Satterfield —Aye

There being no further business, Chair Damien Hall adjourned the meeting at 6:27 PM.

Celia M. Strauss
Recorder, on behalf of
Ivory N. Mathews, Secretary

ADOPTED: FEBRUARY 21, 2023

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair

REPORTS AND RESOLUTIONS



MEMORANDUM

To: Board of Commissioners
Date: February 21, 2023

From: Christina Dirks
Interim Director of Policy & Planning
503.802.8554

Subject: Authorize Changes to Chapter 16 of the Administrative Plan
Resolution 23-02-01

The Board of Commissioners is requested to authorize changes to Chapter 16 of Home Forward's Administrative Plan.

These actions support Strategic Plan Goal, One System: We leverage our role as the largest provider of affordable housing in Oregon to improve collaboration and efficacy between systems impacting people in poverty.

BACKGROUND

During the summer of 2020, Home Forward began an intensive work group process to evaluate its rent assistance termination policy with a group of Home Forward residents, participants, and staff. The rent assistance termination policy is outlined in Chapter 12 of Home Forward's Administrative Plan and dictates when Home Forward will propose to end a household's Housing Choice Voucher (HCV) subsidy. The policy is a combination of regulatory requirements from the Department of Housing and Urban Development (HUD) and discretionary policies adopted by Home Forward. The work group met for over a year to evaluate the policy, including a review of data on racial disparities in termination types, and developed a set of comprehensive recommendations to change the policy for the purpose of reducing racial disparities and promoting housing stability.

The work group came up with two sets of recommendations. The first set of recommendations is a set of changes that Home Forward has the authority to make now through discretionary changes to the Administrative Plan. This first set of recommendations is being implemented in two parts. The first part was approved by the Board in November 2022 with changes to the rent assistance termination policy in Chapter 12 of the Administrative Plan. The second part is reflected in this resolution which seeks to adopt

changes to Home Forward's repayment plan practices outlined in Chapter 16 of the Administrative Plan. The second set of recommended changes requires regulatory flexibility from HUD. Home Forward is pursuing the regulatory flexibility to implement the second set of changes via an amendment to our Moving to Work Agreement and as an activity in our FY2023 MTW plan, which the Board approved for submission in September 2022.

OVERVIEW

To finalize discretionary adjustments that increase flexibility with the repayment agreement approach, Board action is required. In accordance with Chapter 12 of the Administrative Plan, a family may be terminated from the program if they fail to repay a debt to Home Forward or if they default on a repayment agreement as outlined in Chapter 16 of the Administrative Plan. Home Forward is making the following changes to the provisions regarding repayment agreements outlined in Chapter 16 of the Administrative Plan to align with the recommendations of the Rent Assistance Termination Workgroup.

Repayment Agreement Duration and Monthly Repayment Amount

Current Policy: Money owed under \$500 must be repaid within 30 days and no repayment agreement will be offered. Money owed between \$500 and \$4,999 must be repaid within six months. Any amount owed due to unintentional error or omission, must be repaid within six months regardless of the amount. The monthly repayment amount will be dictated by the total amount due divided by 6 months.

Policy Change: All repayment agreements, regardless of the amount owed, shall obligate the family to pay no less than \$10 a month and no more than 10% of the household's gross monthly income. There is no prescribed duration of any repayment agreement and the duration will be dictated by the individual terms of the family's repayment agreement.

Repayment Due Date

Current Policy: Repayment is due on the 15th day of the month.

Policy Change: Repayment is due on the fifth of the month to allow Finance and Accounting time to decrease the repayment terms for the following month if no payment is received as outlined below.

Non-Payment

Current Policy: If full payment is not received by the end of the business day on the due date and the PHA has not given prior approval for the missed payment, the family will be considered in breach of the agreement. Home Forward will send a delinquency notice giving the family 10 days business days to make payment. If payment is not received within 10 business days, Home Forward will terminate assistance. If a family receives three delinquency notices in a six-month period, Home Forward will propose termination of assistance.

Policy Change: The family is permitted to skip payment two times in a 12-month period with no advance notice or approval needed by the PHA. After the first and second skip, Home Forward will send a notice informing the family that payment was not received, the terms of the repayment agreement will be extended by one month to account for the skip, and offering to renegotiate the terms. The family will be considered in breach of the agreement upon the third skipped payment in a 12-month period and Home Forward will propose termination of assistance.

Renegotiating Terms

Currently Policy: The policy does not explicitly allow a family to renegotiate the terms of the repayment agreement.

Policy Change: After the first and second skip in a 12-month period, the family will be offered to renegotiate the terms of the repayment agreement if the monthly repayment amount is more than \$10 a month. After the second skip in a 12-month period, any repayment agreement with a monthly repayment amount greater than \$10 will automatically be reduced to \$10 a month if the family does not otherwise negotiate the terms.

No Offer of Repayment Agreement

Currently Policy: A repayment agreement will not be offered if the family already has an active repayment agreement or amount owed was the result of program fraud. Amounts owed over \$4,999 will be referred to HUD's Office of the Inspector General for prosecution.

Policy Change: A repayment agreement will not be offered in two limited circumstances:

1. There is an active repayment agreement in place for the same type of program violation by the same family member; or

2. The overpayment is the result of fraud that would have made the participant ineligible for the program.

No family will be referred to HUD's Office of the Inspector General for prosecution regardless of the amount owed or reason for the overpayment.

CONCLUSION

Accordingly, staff request the approval of the Chapter 12 Administrative Plan changes to give effect to reforms to the rent assistance termination and repayment agreement policy recommendations.

ATTACHMENT

Chapter 16 Administrative Plan (Redlined)

Chapter 16 Administrative Plan (Blacklined)

Rent Assistance Termination Policy Work Group Report



RESOLUTION 23-02-01

RESOLUTION 23-02-01 AUTHORIZES HOME FORWARD STAFF TO AMEND CHAPTER 16 OF HOME FORWARD'S ADMINISTRATIVE PLAN TO GIVE EFFECT TO REFORMS TO THE RENT ASSISTANCE TERMINATION AND REPAYMENT AGREEMENT POLICY RECOMMENDATIONS

WHEREAS, the Department of Housing and Urban Development (HUD) permits a Public Housing Authority to amend and modify an Administrative Plan with Board of Commissioner's approval; and

WHEREAS, Home Forward staff supported a work group of Home Forward residents, participants, and staff to evaluate the rent assistance termination policy which included how the repayment agreement policy outlined in Chapter 16 of the Administrative Plan relates to termination; and

WHEREAS, the work group met for over a year to evaluate the policy, policy outcomes by race/ethnicity and other demographic characteristics, and developed a set of comprehensive recommendations to change the policy for the purpose of reducing racial disparities and promoting housing stability; and

WHEREAS, Home Forward proposes amendments to Chapter 16 of the Administrative Plan that reflect the recommendations of the work group and are within Home Forward's regulatory flexibility; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Home Forward that Home Forward staff is authorized to make the changes to Chapter 16 of the Administrative Plan outlined in the February 21, 2023 Memorandum and attachments from Home Forward staff to the Board of Commissioners.

ADOPTED: FEBRUARY 21, 2023

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes the PHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to the PHA. This part describes policies for recovery of monies that the PHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the PHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect a PHA.

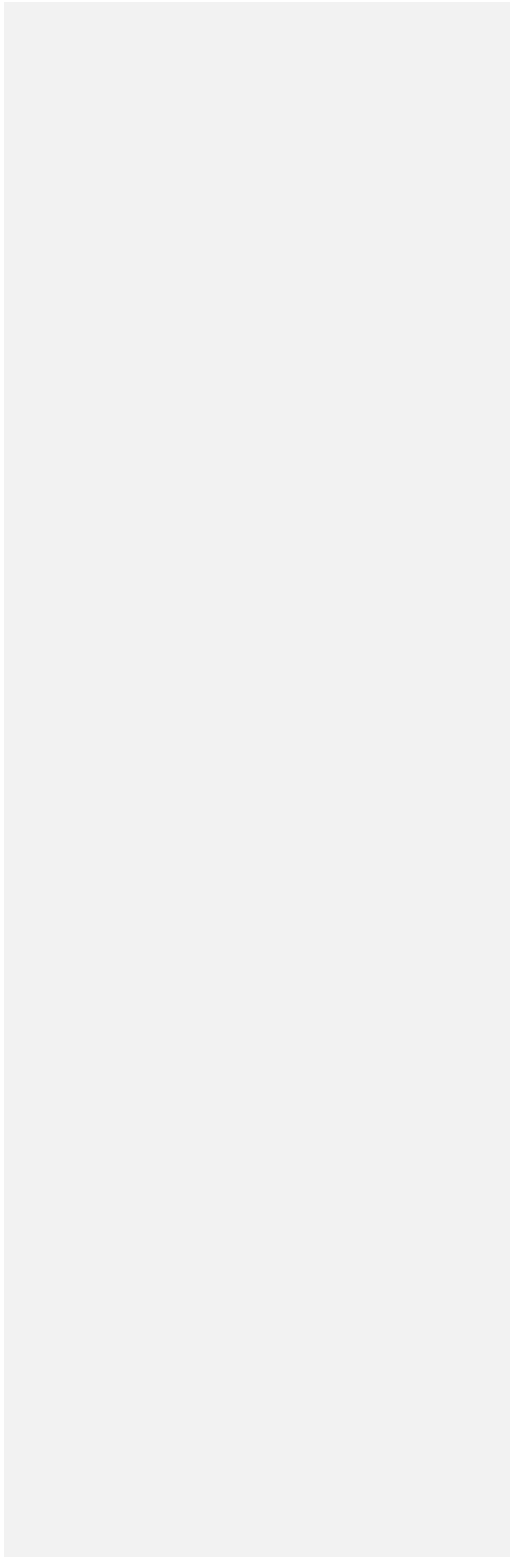
Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

Part VII: Reporting and Record Keeping for Children with Elevated Blood Lead Level. This part describes the PHA's responsibilities for reporting, data collection, and record keeping relative to children with elevated blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes the PHA's policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.

Part IX: Violence against Women Act (VAWA): Notification, Documentation, Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families and owners about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, and stalking; and maintaining the confidentiality of information obtained from victims.

Section 8 Administrative Plan



PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

The PHA will maintain administrative fee reserves, or unrestricted net assets (UNA) for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a PHA fiscal year. HUD appropriations acts beginning with FFY 2004 have specified that administrative fee funding may be used only for activities related to the provision of HCV assistance, including related development activities. Notice PIH 2012-9 cites two examples of related development activities: unit modification for accessibility purposes and development of project-based voucher units. The notice makes clear that other activities may also qualify as related development activities. Administrative fees that remain in the UNA account from funding provided prior to 2004 may be used for "other housing purposes permitted by state and local law," in accordance with 24 CFR 982.155(b)(1).

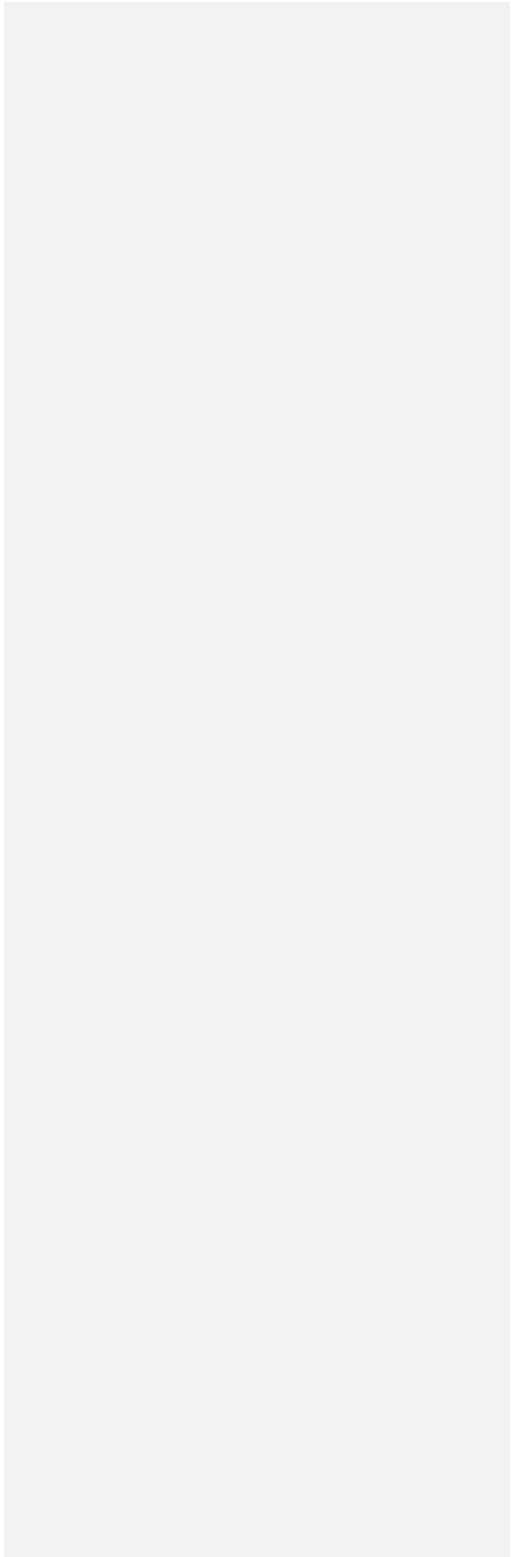
If a PHA has not adequately administered its HCV program, HUD may prohibit use of funds in the UNA Account and may direct the PHA to use funds in that account to improve administration of the program, for HCV HAP expenses, or to reimburse ineligible expenses in accordance with the regulation at 24 CFR 982.155(b)(3).

HUD requires the PHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the UNA account without specific approval.

PHA Policy (MTW)

MTW authority allows the PHA to move funding between designated PHA programs and allows for different reserve requirements. MTW Plan language should be referenced in regards to funding requirements. Board guidance is sought for all fungibility expenses.

Section 8 Administrative Plan



PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

16-11.A. OVERVIEW

Although many of the program's requirements are established centrally by HUD, the HCV program's regulations recognize that some flexibility is required to allow the PHA to adapt the program to local conditions. This part discusses how the PHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- *Payment Standards*, which dictate the maximum subsidy a family can receive (application of the payment standards is discussed in Chapter 6); and
- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

PHAPolicy

Copies of the payment standard and utility allowance schedules are available for review in the PHA's offices during normal business hours.

The PHA will maintain documentation to support its annual review of payment standards and utility allowance schedules. This documentation will be retained for at least 3 years.

- Establishing and updating the PHA *passbook rate*, which is used to calculate imputed income from assets, is covered in Chapter 6 (see Section 6-1.G).

16-11.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The payment standard sets the maximum subsidy payment a family can receive from the PHA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.

The PHA must establish a payment standard schedule that establishes payment standard amounts for each FMR area within the PHA's jurisdiction, and for each unit size within each of the FMR areas. For each unit size, the PHA may establish a single payment standard amount for the whole FMR area or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, the PHA is required to establish a payment standard within a "basic range" established by HUD - between 90 and 110 percent of the published FMR for each unit size.

PHA Policy (MTW)

The PHA will establish its payment standards between 80 and 160 percent of the published FMR under the Moving to Work authority. Payment standards will be set for nine separate neighborhoods and broken down by unit size.

HUD has granted the PHA approval to set different payment standards for VASH voucher households, up to 160 percent of the published FMR.

Updating Payment Standards

When HUD updates its FMRs, the PHA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require the PHA to make further adjustments if it determines that rent burdens for assisted families in the PHA's jurisdiction are unacceptably high 24 CFR 982.503(g)].

PHA Policy (MTW)

The PHA will review the appropriateness of the payment standards when the new FMRs are published. In addition to ensuring the payment standards are always within the range of 80 to 160 percent of the published FMR the PHA will consider the following factors when determining whether an adjustment should be made to the payment standard schedule:

Funding Availability: The PHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. The PHA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

Market Rates: In analyzing market rates for different areas, the PHA may use existing studies of rents in the PHA's jurisdiction, including Multifamily NW semiannual Apartment Report. In addition, the PHA may conduct its own survey to collect and maintain data on market rents in the PHA's jurisdiction. Information sources also include newspapers, realtors, market surveys, inquiries of owners and other available sources.

The PHA will review the market data every six months as the Multifamily NW report is published. If trending data shows that a market rent for one of the established areas has changed by 10 percent and there is room within the 80 - 160% range to make an adjustment, payment standards will be adjusted within 60 days. If the shift is between 5 - 9%, the PHA will further analyze the data and adjust payment standards if deemed necessary.

Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly gross income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of gross monthly income as the family share, the PHA will consider increasing the payment standard. In evaluating rent burdens, the PHA will not include families renting a larger unit than their family unit size.

Quality of Units Selected: The PHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.

Changes in Rent to Owner: The PHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

Unit Availability: The PHA will review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

Lease-up Time and Success Rate: The PHA will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

If the PHA determines that changes to payment standard amounts are necessary, the amounts will be adjusted. For regular recertifications, the effective date of the changes will be 90 days after the PHA established the new payment standard amounts. For new admissions and moves, the effective date of the changes will be the first of the month after the PHA established the new payment standard amounts.

The PHA may update its payment standards more than once a year if the PHA determines that an adjustment is necessary.

Exception Payment Standards [982.503(c)]

The PHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Unit-by-Unit Exceptions [24 CFR 982.503(b), 24 CFR 982.505(d), Notice PIH 2010-26]

Unit-by-unit exceptions to the PHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect the PHA's payment standard schedule.

When needed as a reasonable accommodation, the PHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 120 percent of the applicable FMR for the unit size [24 CFR 982.503(b)]. The PHA may request HUD approval for an exception to the payment standard for a particular family if the required amount exceeds 120 percent of the FMR.

PHA Policy (MTW)

The PHA may approve a payment standard of not more than 160 percent of the FMR without HUD approval for units in low poverty areas or if required as a reasonable accommodation for a family that includes a person with disabilities.

A family that is moving into a unit in low poverty area and / or requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RTA) is submitted. The family must document the need for the exception. In order to approve an exception, the PHA must determine that:

There is a shortage of affordable units that would be appropriate for the family;

The family share would otherwise exceed **50** percent of the family's monthly gross income (MTW); and

The rent for the unit is reasonable.

If the PHA approves an exception, the PHA will maintain documentation that the PHA performed the required rent reasonableness analysis and the unit is in low poverty area and/ or has feature(s) required to meet the needs of the person with disabilities.

VASH Voucher Households

HUD has granted the PHA approval to use a payment standard amount of more than 160 percent of the FMR on a case by case basis for VASH voucher households that are leasing in place after an initial placement with Supportive Services for Veteran Families (SSVF) or local rapid rehousing resources.

A VASH voucher household that is leasing in place after an initial placement with SSVF or other local rapid rehousing resources may request a higher payment standard at the time the Request for Tenancy Approval (RTA) is submitted. The household must provide documentation of an initial placement with SSVF or local rapid rehousing resources. In order to approve an exception, the PHA must determine that the rent for the unit is reasonable.

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]

If a substantial percentage of families have difficulty finding a suitable unit, the PHA may request a "success rate payment standard" that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows the PHA to set its payment standards at 90-110 percent of a higher FMR (the 50th rather than the 40th percentile FMR). To support the request, the PHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;
- The PHA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and
- The PHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, the PHA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of the PHA's jurisdiction within the FMR area.

Decreases in the Payment Standard below the Basic Range [24 CFR 982.503(d)]

The PHA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

16-11.C. UTILITY ALLOWANCES [24 CFR 982.517]

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The cost of each utility and housing service must be stated separately by unit size and type. Chapter 18 of the *HCV Guidebook* provides detailed guidance to the PHA about establishing utility allowance schedules.

Air Conditioning

An allowance for air-conditioning must be provided when the majority of housing units in the market have central air-conditioning or are wired for tenant-installed air conditioners.

PHA Policy

The PHA will include an allowance for air-conditioning in its utility allowance schedule.

Utility Allowance Revisions

The PHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

The PHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

PART III: INFORMAL REVIEWS AND HEARINGS

16-111.A. OVERVIEW

Both applicants and participants have the right to disagree with, and appeal, certain decisions of the PHA that may adversely affect them. PHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of PHA decisions is called the "informal review." For participants (or applicants denied admission because of citizenship issues), the appeal process is called an "informal hearing." PHAs are required to include informal review procedures for applicants and informal hearing procedures for participants in their administrative plans [24 CFR 982.54(d)(12) and (13)].

16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a "minimum hearing requirement" [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements [*Federal Register* 60, no. 127 (3 July 1995): 34690].

Decisions Subject to Informal Review

The PHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to grant approval of the tenancy
- A PHA determination that the unit is not in compliance with HQS
- A PHA determination that the unit is not in accordance with HQS due to family size or composition.

PHA Policy

The PHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on the PHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

Notice to the Applicant [24 CFR 982.554(a)]

The PHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

Scheduling an Informal Review

PHA Policy

A request for an informal review must be made in writing and delivered to the PHA in person, by first class mail, or by facsimile, by the close of the business day, no later than 10 business days from the date of the PHA's denial of assistance.

The PHA must schedule and send written notice of the informal review within 15 business days of the family's request.

Informal Review Procedures [24 CFR 982.554(b)]

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

Informal Review Decision [24 CFR 982.554(b)]

The PHA must notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

PHA Policy

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice to the family.

The validity of the grounds for denial of assistance. If the grounds for denial are not specified in the regulations and/or PHA policies, then the decision to deny assistance will be overturned.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 15 business days of the informal review, to the applicant and, when requested as a reasonable accommodation for a disabled or elderly family, to his or her representative.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

16-111.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed.

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards
- A determination to terminate assistance for a participant family because of the family's action or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

PHA Policy

The PHA will only offer participants the opportunity for an informal hearing when required to by the regulations.

For participants requesting an informal hearing for the following PHA determinations, the informal hearing will be conducted by a program supervisor other than the person who made or approved the determination in question or their subordinate:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that an assisted unit is not in compliance with HQS. (However, the PHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in 24 CFR 982.551(c).)
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract.

Informal Hearing Procedures

***Notice to the Family* [24 CFR 982.SSS(c)]**

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

PHA Policy

In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- The proposed action or decision of the PHA.
- A brief statement of the reasons for the decision.
- The date the proposed action will take place.
- A statement of the family's right to an explanation of the basis for the PHA's decision.
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
- A deadline for the family to request the informal hearing.
- To whom the hearing request should be addressed.

Scheduling an Informal Hearing [24 CFR 982.SSS(d)]

When an informal hearing is required, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

PHA Policy

A request for an informal hearing must be made in writing and delivered to the PHA in person, by first class mail, or by facsimile, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance.

The PHA must send a written notice of the informal hearing to the family within 15 business days of the family's request.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing at least 24 hours prior to the hearing date and time. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date and time, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing, any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

PHA Policy

The family will be allowed to copy any documents related to the hearing. The family must request discovery of PHA documents no later three business days prior to the scheduled hearing date.

The PHA must be given an opportunity to examine at the PHA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, the PHA will automatically mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing. The participant must make the documents available no later three business days prior to the scheduled hearing date.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Informal Hearing Officer [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

PHA Policy

Hearing officers will be assigned, appointed, hired or contracted by the Chief Operating Officer or his/her designee.

The PHA supervisors, other than the person who made or approved the PHA decision in question or their subordinate, may serve as hearing officers.

Attendance at the Informal Hearing

PHA Policy

Hearings may be attended by a hearing officer and the following applicable persons:

- A PHA representative(s) and any witnesses for the PHA
- The participant and any witnesses for the participant
- The participant's counsel or other representative
- Any other person approved by the PHA as a reasonable accommodation for a person with a disability.

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA's hearing procedures [24 CFR 982.555(4)(ii)].

PHA Policy

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Evidence [24 CFR 982.555(e)(6)]

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

PHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses.

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either the PHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Hearing Officer's Decision [24 CFR 982.555(e)(6)]

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing must be furnished promptly to the family.

PHA Policy

The hearing officer may ask the family for additional information before reaching a decision. If the family misses the deadline for providing additional information requested by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

In rendering a decision, the hearing officer will consider the following matters:

PHA Notice to the Family: The hearing officer will determine if the reasons for the PHA's decision are factually stated in the notice.

Discovery: The hearing officer will determine if the PHA and the family were given the opportunity to examine any relevant documents in accordance with PHA policy.

PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and/or PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 15 business days after the hearing. The report will contain the following information:

Hearing information:

- Name of the participant;
- Date, time and place of the hearing;
- Name of the hearing officer;
- Name of the PHA representative; and
- Name of family representative (if any).

Background: A brief, impartial statement of the reason for the hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision.

Order: The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct the PHA to restore the participant's program status.

The hearing officer may ask the family for additional information before reaching a decision. If the family misses a deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

The hearing officer may overturn the PHA's decision to terminate family's assistance on condition that the family takes certain corrective actions. If the family fails to take corrective actions by a deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

PHA Notice of Final Decision [24 CFR 982.555(1)]

The PHA is not bound by the decision of the hearing officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State or local laws.

If the PHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

PHA Policy

If the PHA determines it is not bound by the hearing officer's decision, the PHA will mail a "Notice of Final Decision" to the participant and, when requested as a reasonable accommodation for a disabled or elderly family, to their representative. This notice will be sent by first-class mail. The participant will be mailed the original "Notice of Final Decision". A copy of the "Notice of Final Decision" will be maintained in the PHA's file.

16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

The notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

USCIS Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and the proof of mailing.

PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 15 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 15 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 16-111.C for a listing of positions that serve as informal hearing officers.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

PHA Policy

The family will be allowed to copy any documents related to the hearing. The family must request discovery of PHA documents no later than three business days prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties.

PHA Policy

At the family's request, the PHA will provide an interpreter at no cost to the family. The family is permitted to use, at their own expense, an interpreter of their own choosing in place of or as a supplement to the free language services offered by the PHA.

The PHA may decide to provide its own, independent interpreter, even if the family chooses to use their own interpreter as well.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to, provide a transcript of the hearing.

PHA Policy

The PHA will not provide a transcript of an audio taped hearing.

Hearing Decision

The PHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-111.C.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision.

PART IV: OWNER OR FAMILY DEBTS TO THE PHA

16-IV.A. OVERVIEW

PHAs are required to include in the administrative plan policies concerning repayment by a family of amounts owed to the PHA [24 CFR 982.54]. This part describes the PHA's policies for recovery of monies owed to the PHA by families or owners.

PHA Policy

When an action or inaction of an owner or participant results in the overpayment of housing assistance, the PHA holds the owner or participant liable to return any overpayments to the PHA.

The PHA will enter into repayment agreements with participants in accordance with the policies contained in this part as a means to recover overpayments.

The PHA will not offer to enter into repayment agreements with owners as a means to recover overpayments.

When an owner refuses to repay monies owed to the PHA, the PHA will utilize other available collection alternatives including, but not limited to, collection agencies and filing a legal action

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate assistance in accordance with the policies in Chapter 12 and pursue other modes of collection.

16-IV.B. REPAYMENT POLICY

Owner Debts to the PHA

PHA Policy

Any amount due to the PHA by an owner must be repaid by the owner within 30 days of the PHA's written notification of the debt to the owner. The PHA will not enter into a repayment agreement with an owner.

If the owner is entitled to future HAP payments, the PHA will reduce the future HAP payments by the amount owed. If the owner fails to repay the debt within the required time frame, the PHA will continue to reduce future HAP payments by the amount owed until the debt is paid in full.

If the owner is not entitled to future HAP payments and refuses to repay the debt within the required time frame, the PHA will ban the owner from future participation in the program and pursue other modes of collection.

Family Debts to the PHA

PHA Policy

Any amount owed to the PHA by an HCV family must be repaid by the family. If the family is unable to repay the debt within 30 days, the PHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate assistance in accordance with the policies in Chapter 12 and pursue other modes of collection.

Repayment Agreement [24 CFR 792.103]

The term *repayment agreement* refers to a formal document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

General Repayment Agreement Guidelines for Families

Down Payment Requirement

PHA Policy

Families will not be required to make a down payment on the amount owed prior to entering into a repayment agreement with the PHA.

Commented [TSW1]: We can't include this until Accounting and Finance has the infrastructure to implement. I would remove new language about notifications until that is set up. I think it is important to still make changes related to what is considered default

Commented [TSW2]: Using two skips wouldn't be considered a breach. We can define default as three missed payments below.

Payment Thresholds

PHA Policy

The repayment agreement’s repayment terms shall be a monthly payment of amount of the family’s choosing that is no less than \$10 a month and no more than 10% of the family’s monthly gross income. Monthly repayment terms may be no lower than \$10, even if 10% of the family’s gross monthly income is less than \$10. A family may pay more than the stated repayment amount at any time. Any overpayments will be applied towards the total balance of the repayment agreement.

Each repayment agreement shall state the total amount owed, the monthly payment amount, the number of monthly payments due, and the date of the last payment.

Execution of the Agreement

PHA Policy

Any repayment agreement between the PHA and a family must be signed and dated by the PHA and by the head of household and spouse/cohead (if applicable).

Due Dates

PHA Policy

All payments are due by the close of business on the **fifth** day of the month. If the 5th day of the month does not fall on a business day, the due date is the close of business on the first business day after the 5th day of the month.

Commented [CD3]: Need to check in with Finance about ability to set due dates in YARDI.

Commented [CD4]: Set date to align with PM due date under repayment agreements for F&A case.

Non-Payment

PHA Policy

Families are permitted to skip payments two times in a 12-month period.

After the first skip, the PHA will send the family a written notice that payment was not received, and the new terms of the repayment agreement extended by one additional month.

After the second skip within a 12-month period, the PHA will send the family a written notice that full payment was not received, the new terms of the repayment agreement will be extended to account for the skip, and offering to renegotiate the terms of the repayment agreement if the monthly repayment amount is more than \$10 a month. The second written notice must inform the family that they have 14 days to contact Home Forward to renegotiate the terms of the repayment agreement and that, if no contact is made, Home Forward will automatically adjust the terms of the repayment agreement to be \$10 a month, if applicable.

If full payment is not received a third time within a 12-month period, the family will be in default of the repayment agreement. The PHA will terminate assistance in accordance with the policies in Chapter 12.

No Offer of Repayment Agreement

PHA Policy

If the amounts owed by the owner exceed \$4,999 and are not repaid by the owner within 30 days of the PHA determination of the debt, the amounts will be referred to HUD Office of Inspector General (OIG) for prosecution.

The PHA will not offer a repayment agreement to a family in the following limited circumstances:

- There is an activerepayment agreement in place with the family that was the result of the same type of program violation by the same household member.
- The overpayment of subsidy is a result of fraud that would have made the family ineligible for the program. Fraud is defined as an act or pattern of actions done with the intent to deceive or mislead in order to gain an advantage. The act or action can include a false statement, omission, or concealment of a substantive fact. The following do not qualify as fraud:
 - An unintentional error
 - An omission or misreporting due to misunderstanding

Repayment Agreements Involving Improper Payments

Notice PIH 2018-18 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the family briefing packet that state the family's obligation to provide true and complete information at every reexamination and the grounds on which the PHA may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family not only must pay to the PHA the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance.

PART V: SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)

16-V.A. OVERVIEW

The Section 8 Management Assessment Program (SEMAP) is a tool that allows HUD to measure PHA performance in key areas to ensure program integrity and accountability. SEMAP scores translate into a rating for each PHA as high performing, standard, or troubled. Scores on individual SEMAP indicators, as well as overall SEMAP ratings, can affect the PHA in several ways.

- High-performing PHAs can be given a competitive advantage under notices of funding availability [24 CFR 985.103].
- PHAs with deficiencies on one or more indicators are required to correct the deficiencies and report to HUD [24 CFR 985.106].
- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, including on-site reviews by HUD staff, a requirement to develop a corrective action plan, and monitoring to ensure the successful implementation of the corrective action plan. In addition, PHAs that are designated "troubled" may not use any part of the administrative fee reserve for other housing purposes [24 CFR 985.107].
- HUD may determine that a PHA's failure to correct identified SEMAP deficiencies or to prepare and implement a corrective action plan required by HUD constitutes a default under the ACC [24 CFR 985.109].

PHA Policy (MTW)

The PHA participates in HUD's Moving to Work (MTW) program and submits Annual MTW Plan and Annual MTW Report to satisfy SEMAP reporting requirements.

Pages 16-33 through 16-37 are for informational purposes only.

16-V.B. SEMAP CERTIFICATION [24 CFR 985.101]

PHAs must submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year. The certification must be approved by PHA board resolution and signed by the PHA executive director. If the PHA is a unit of local government or a state, a resolution approving the certification is not required, and the certification must be executed by the Section 8 program director.

PHAs with less than 250 voucher units are only required to be assessed every other PHA fiscal year. HUD will assess such PHAs annually if the PHA elects to have its performance assessed on an annual basis; or is designated as "troubled" [24 CFR 985.105].

Failure of a PHA to submit its SEMAP certification within the required time frame will result in an overall performance rating of "troubled."

A PHA's SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.

Upon receipt of the PHA's SEMAP certification, HUD will rate the PHA's performance under each SEMAP indicator in accordance with program requirements.

HUD Verification Method

Several of the SEMAP indicators are scored based on a review of a quality control sample selected for this purpose. The PHA or the Independent Auditor must select an unbiased sample that provides an adequate representation of the types of information to be assessed, in accordance with SEMAP requirements [24 CFR 985.2].

If the HUD verification method for the indicator relies on data in the Form-50058 module (formerly known as MTCS) in the PIH Information Center (PIC), and HUD determines that those data are insufficient to verify the PHA's certification on the indicator due to the PHA's failure to adequately report family data, HUD will assign a zero rating for the indicator [24 CFR 985.3].

16-V.C. SEMAP INDICATORS [24 CFR 985.3 and form HUD-52648]

The table below lists each of the SEMAP indicators, contains a description of each indicator, and explains the basis for points awarded under each indicator.

A PHA that expends less than \$300,000 in Federal awards and whose Section 8 programs are not audited by an independent auditor will not be rated under SEMAP indicators 1-7.

SEMAP Indicators
<p>Indicator 1: Selection from the waiting list Maximum Score: 15</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA has written policies in its administrative plan for selecting applicants from the waiting list and whether the PHA follows these policies when selecting applicants for admission from the waiting list. • Points are based on the percent of families that are selected from the waiting list in accordance with the PHA's written policies, according to the PHA's quality control sample.
<p>Indicator 2: Rent reasonableness Maximum Score: 20</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units. • Points are based on the percent of units for which the PHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to the PHA's quality control sample.
<p>Indicator 3: Determination of adjusted income Maximum Score: 20</p> <ul style="list-style-type: none"> • This indicator measures whether the PHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent. • Points are based on the percent of files that are calculated and verified correctly, according to the PHA's quality control sample.
<p>Indicator 4: Utility allowance schedule Maximum Score: 5</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA maintains an up-to-date utility allowance schedule. • Points are based on whether the PHA has reviewed the utility allowance schedule and adjusted it when required, according to the PHA's certification.

<p>Indicator 5: HQS quality control inspections Maximum Score: 5</p> <ul style="list-style-type: none"> • This indicator shows whether a PHA supervisor reinspects a sample of units under contract during the PHA fiscal year, which meets the minimum sample size requirements for quality control of HQS inspections. • Points are based on whether the required quality control reinspections were completed, according to the PHA's certification.
<p>Indicator 6: HQS enforcement Maximum Score: 10</p> <ul style="list-style-type: none"> • This indicator shows whether, following each HQS inspection of a unit under contract where the unit fails to meet HQS, any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any PHA-approved extension. • Points are based on whether the PHA corrects all HQS deficiencies in accordance with required time frames, according to the PHA's certification.
<p>Indicator 7: Expanding housing opportunities Maximum Points: 5</p> <ul style="list-style-type: none"> • Only applies to PHAs with jurisdiction in metropolitan FMR areas. • This indicator shows whether the PHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration; informs voucher holders of the full range of areas where they may lease units both inside and outside the PHA's jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration. • Points are based on whether the PHA has adopted and implemented written policies in accordance with SEMAP requirements, according to the PHA's certification.
<p>Indicator 8: FMR limit and payment standards Maximum Points: 5 points</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA has adopted a payment standard schedule that establishes payment standard amounts by unit size for each FMR area in the PHA's jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR. • Points are based on whether the PHA has appropriately adopted a payment standard schedule(s), according to the PHA's certification.
<p>Indicator 9: Annual reexaminations Maximum Points: 10</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA completes a reexamination for each participating family at least every 12 months. • Points are based on the percent of reexaminations that are more than 2 months overdue, according to data from PIC.

<p>Indicator 10: Correct tenant rent calculations Maximum Points: 5</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA correctly calculates the family's share of the rent to owner. • Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.
<p>Indicator 11: Pre-contract HQS inspections Maximum Points: 5</p> <ul style="list-style-type: none"> • This indicator shows whether newly leased units pass HQS inspection on or before the effective date of the assisted lease and HAP contract. • Points are based on the percent of newly leased units that passed HQS inspection prior to the effective date of the lease and HAP contract, according to data from PIC.
<p>Indicator 12: Annual HQS inspections Maximum Points: 10</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA inspects each unit under contract at least annually. • Points are based on the percent of annual HQS inspections of units under contract that are more than 2 months overdue, according to data from PIC.
<p>Indicator 13: Lease-up Maximum Points: 20 points</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA enters HAP contracts for at least 98 percent of the number of the PHA's baseline voucher units in the ACC for the calendar year ending on or before the PHA's fiscal year, or whether the PHA has expended at least 98 percent of its allocated budget authority for the same calendar year. The PHA can receive 15 points if 95 to 97 percent of vouchers are leased or budget authority is utilized. • Points are based on utilization of vouchers and HAP expenditures as reported in the voucher management system (VMS) for the most recently completed calendar year.
<p>Indicator 14: Family self-sufficiency (FSS) enrollment and escrow account balances Maximum Points: 10</p> <ul style="list-style-type: none"> • Only applies to PHAs with mandatory FSS programs. • This indicator shows whether the PHA has enrolled families in the FSS program as required, and measures the percent of current FSS participants that have had increases in earned income which resulted in escrow account balances. • Points are based on the percent of mandatory FSS slots that are filled and the percent of families with escrow account balances, according to data from PIC.

Success Rate of Voucher Holders

Maximum Points: 5

- Only applies to PHAs that have received approval to establish success rate payment standard amounts, and isn't effective until the second full PHA fiscal year following the date of HUD approval of success rate payment standard amounts.
- This indicator shows whether voucher holders were successful in leasing units with voucher assistance.
- Points are based on the percent of families that were issued vouchers, and that became participants in the voucher program.

Deconcentration Bonus Indicator

Maximum Points: 5

- Submission of data for this indicator is mandatory for a PHA using one or more payment standard amount(s) that exceed(s) 100 percent of the published FMR set at the 50 percentile rent, starting with the second full PHA fiscal year following initial use of payment standard amounts based on the FMRs set at the 50th percentile.
- Additional points are available to PHAs that have jurisdiction in metropolitan FMR areas and that choose to submit the required data.
- Points are based on whether the data that is submitted meets the requirements for bonus points.

PART VI: RECORD KEEPING

16-VI.A. OVERVIEW

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

16-VI.B. RECORD RETENTION [24 CFR 982.158]

During the term of each assisted lease, and for at least three years thereafter, the PHA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, the PHA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B;
- Accounts and other records supporting PHA budget and financial statements for the program;
- Records to document the basis for PHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.
- Notice PIH 2014-20 requires PHAs to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.
- The PHA must keep a record of all emergency transfers requested under its emergency transfer plan under VAWA, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations [24 CFR 5.2005(e)(12)].

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 16-111.D., Retention of Documents.

16-VI.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

PHAPolicy

All applicant and participant information will be kept in a secure location and access will be limited to authorized PHA staff.

PHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form HUD-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data*.

PHAPolicy

Prior to utilizing HUD's EIV system, the PHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

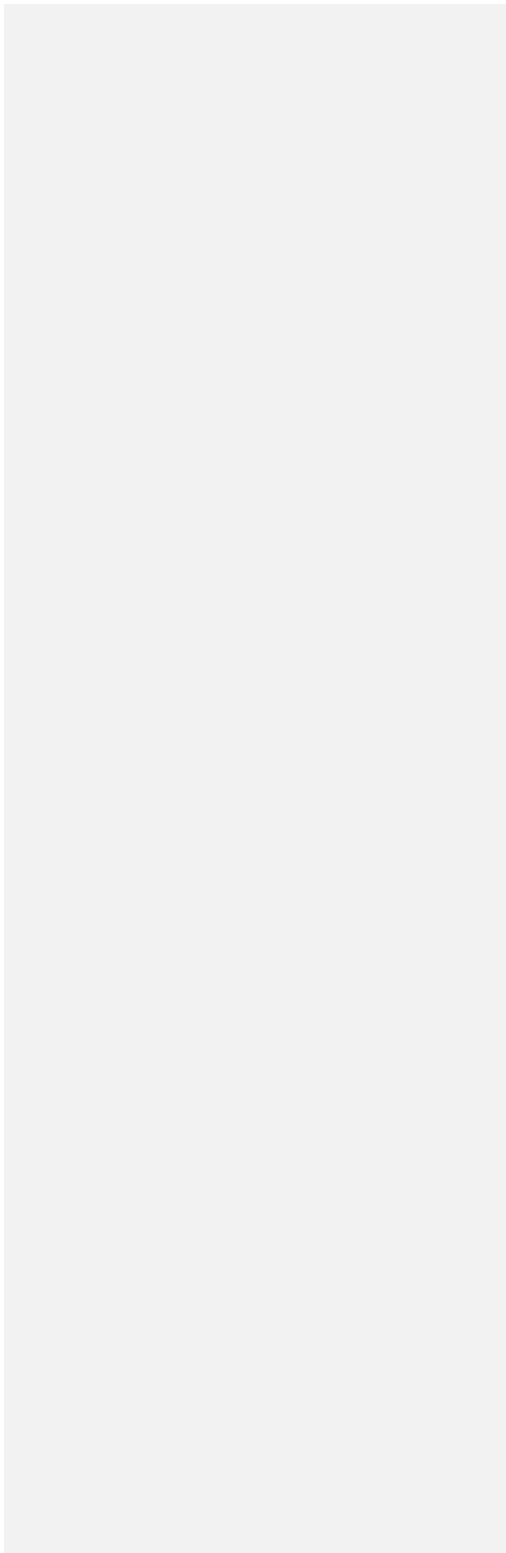
Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

For requirements and PHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, or stalking, see Section 16-IX.E.

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PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL

16-VII.A. OVERVIEW

The PHA has certain responsibilities relative to children with elevated blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that the PHA is subject to.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)]

The PHA must report the name and address of a child identified as having an elevated blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional.

PHAPolicy

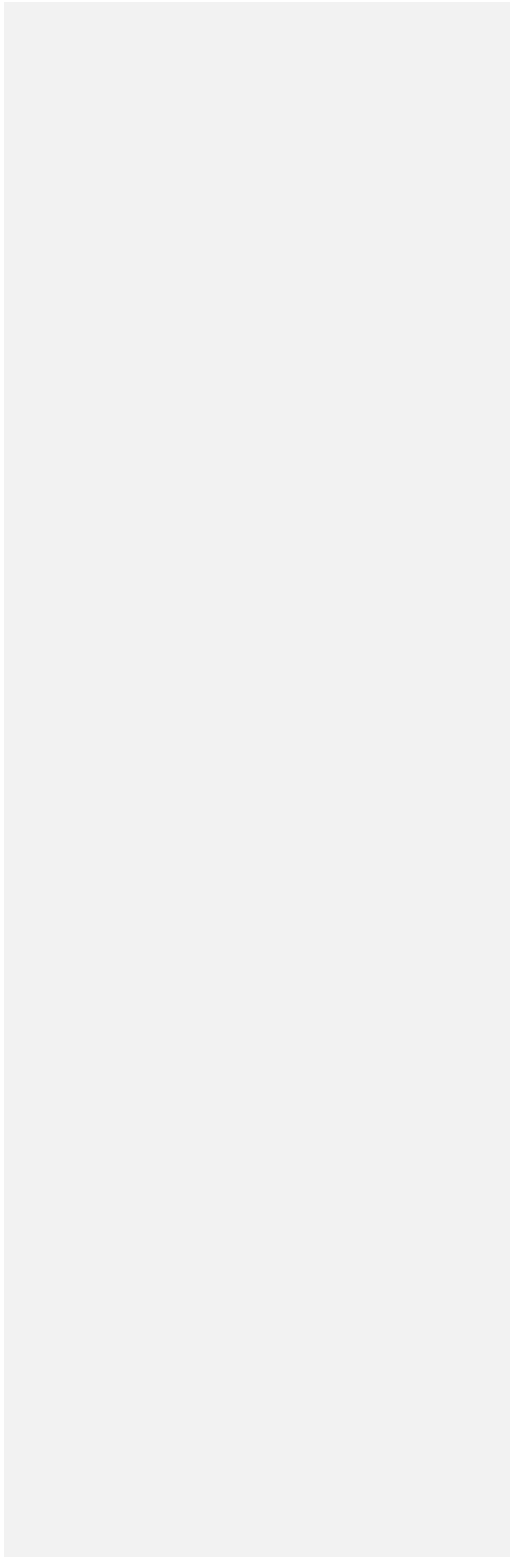
The PHA will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level.

16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(1)]

At least quarterly, the PHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified elevated blood lead level.

If the PHA obtains names and addresses of elevated blood lead level children from the public health department(s), the PHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, the PHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

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PART VIII: DETERMINATION OF INSUFFICIENT FUNDING

16-VIII.A. OVERVIEW

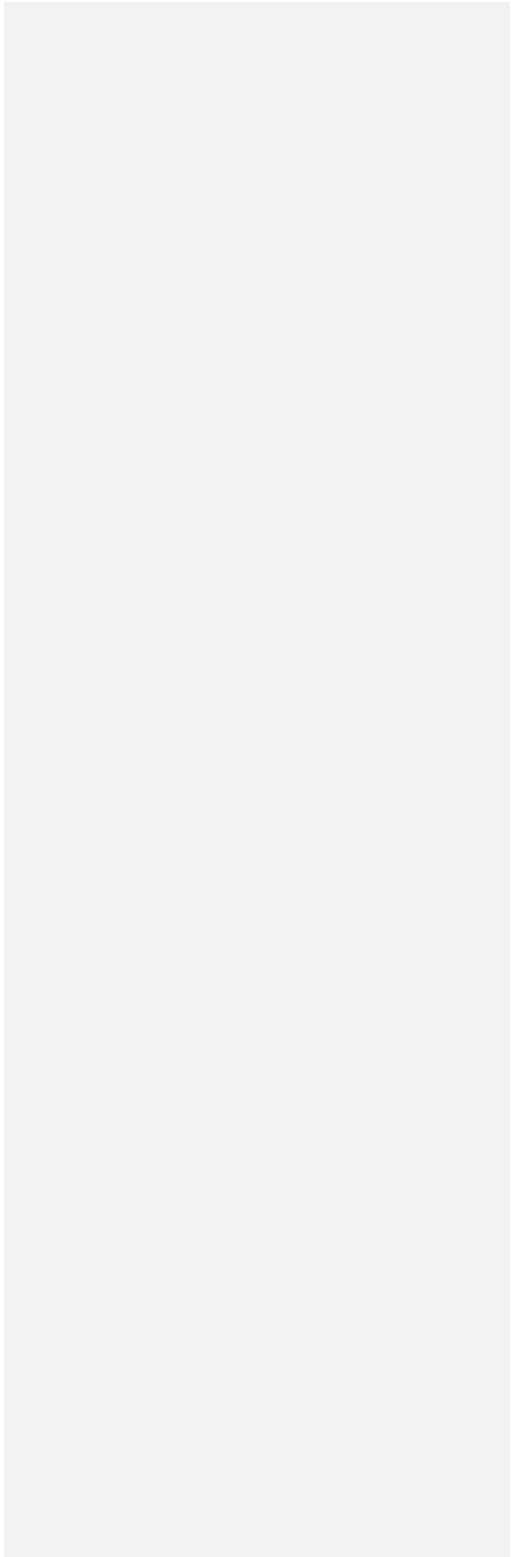
The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.354(c)(1) and 982.454]. Insufficient funding may also impact the PHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology the PHA will use to determine whether or not the PHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

16-VIII.B. METHODOLOGY

PHA Policy

The PHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing the PHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, the PHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if the PHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, the PHA will be considered to have insufficient funding.

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PART IX: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

16-IX.A. OVERVIEW

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, and stalking who are applying for or receiving assistance under the housing choice voucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located primarily in the following sections: 3-1.C, "Family Breakup and Remaining Member of Tenant Family"; 3-111.G, "Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking"; 10-1.A, "Allowable Moves"; 10-1.B, "Restrictions on Moves"; 12-11.E, "Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking"; and 12-11.F, "Termination Notice."

16-IX.B. DEFINITIONS [24 CFR 5.2003]

As used in VAWA:

- The term *bifurcate* means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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- The term *affiliated individual* means, with respect to an individual:
 - A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
 - Any individual, tenant or lawful occupant living in the household of that individual.
- The term *sexual assault* means:
 - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent.
- The term *stalking* means:
 - Engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person's individual safety or the safety of others, or (2) suffer substantial emotional distress.

16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

PHA Policy

The PHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A copy of the notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (see Exhibit 16-1)

A copy of the notice to housing choice voucher owners of their rights and obligations under VAWA (see Exhibit 16-2)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 16-1)

The services referral hot line to call for contact information for local victim advocacy groups or service providers: 211 or 503-222-5555.

Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]

PHAs are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

PHAPolicy

The PHA will provide all applicants with information about VAWA at the time of the briefing (see Section 5-1.B). The PHA will also include information about VAWA in all notices of denial of assistance (see Section 3-111.G).

The PHA will include information about VAWA in notices of termination of assistance, as provided in Section 12-11.F.

The VAWA information provided to applicants and participants will consist of the notice in Exhibit 16-1 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation.

Notification to Owners and Managers

While PHAs are no longer required by regulation to notify owners and managers participating in the HCV program of their rights and obligations under VAWA, the PHA may still choose to inform them.

PHA Policy

The PHA will provide owners and managers with information about their rights and obligations under VAWA at least annually.

The VAWA information provided to owners will consist of the notice in Exhibit 16-2 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation.

16-IX.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may-but is not required to-request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation), which must include the name of the perpetrator only if the name is safe to provide and is known to the victim
- (2) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency
- (3) Documentation signed by the victim and by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of domestic violence, dating violence, sexual assault, or stalking in HUD regulations at 24 Code of Federal Regulations (CFR) § 5.2003.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA final rule].

PHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The PHA may, in its discretion, extend the deadline for 10 business days. Any extension granted by the PHA will be in writing.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation.

The PHA does not require but may request two of the three forms of documentation listed above. Failure to provide the second form of documentation, if requested, is not grounds to deny relief for protection under VAWA.

Conflicting Documentation [24 CFR 5.2007(b)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3) within 30 calendar days of the date of the request for the third-party documentation. The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

PHAPolicy

If presented with conflicting certification documents (two or more forms HUD-5382) from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(b) and by following any HUD guidance on how such determinations should be made. The family will have 30 calendar days from the date of request by the PHA to provide this documentation.

Discretion to Require No Formal Documentation [24 CFR 5.2007]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence-i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b).

PHA Policy

If the PHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, the PHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(a)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

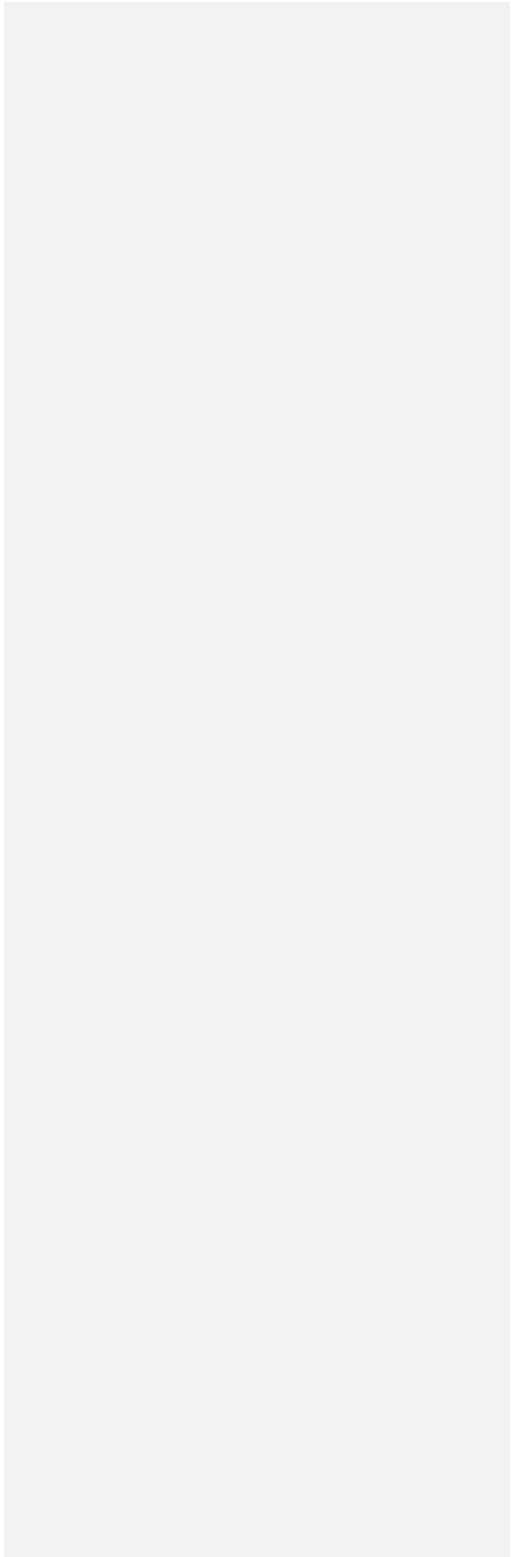
16-IX.E. CONFIDENTIALITY [24 CFR 5.2007(c)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to have access to the information unless explicitly authorized by the PHA for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by a PHA employee to provide the VAWA protections to the victim), and (3) may not disclose the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual (victim) in writing in a time-limited release, (b) required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program, or (c) otherwise required by applicable law.

PHAPolicy

If disclosure is required for use in an eviction proceeding or hearing regarding termination of program assistance, or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

Section 8 Administrative Plan



**EXHIBIT 16-1: HOME FORWARD¹ SAMPLE NOTICE OF OCCUPANCY RIGHTS
UNDER THE VIOLENCE AGAINST WOMEN ACT² (VAWA)
TO HOUSING CHOICE VOUCHER APPLICANTS AND PARTICIPANTS**

This sample notice was adapted from Form HUD-5380

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **the housing choice voucher program and the project-based voucher program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

Protections for Applicants

If you otherwise qualify for assistance under the housing choice voucher program or the project-based voucher program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Advocacy

The YWCA will provide support to victims and survivors of domestic violence who are receiving assistance under Home Forward's housing choice voucher or project-based voucher program. If you would like more information regarding resources available, please call 971-221-2555.

Additional contact information for local organizations and resources available to all tenants and applicants is included at the end of this notice.

Protections for Tenants

If you are receiving assistance under the housing choice voucher program or the project-based voucher program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

¹ The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the housing choice voucher program or the project-based voucher program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

Your housing provider may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the housing provider chooses to remove the abuser or perpetrator, the housing provider may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the housing provider must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the housing provider must follow Federal, State, and local eviction procedures. In order to divide a lease, the housing provider may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, Home Forward may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, Home Forward may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- 2. You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- 3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

Home Forward will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

Home Forward's emergency transfer plan provides further information on emergency transfers, and Home Forward must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Home Forward or your landlord can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from Home Forward or your landlord must be in writing, and Home Forward or your landlord must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. Home Forward or your landlord may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to Home Forward or your landlord as documentation. It is your choice which of the following to submit if Home Forward or your landlord asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by Home Forward with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he

or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that Home Forward or your landlord has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, your housing provider does not have to provide you with the protections contained in this notice.

If Home Forward or your landlord receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Home Forward or your landlord has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, your housing provider does not have to provide you with the protections contained in this notice.

Confidentiality

Home Forward and your landlord must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

Home Forward and your landlord must not allow any individual administering assistance or other services on their behalf (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Home Forward and your landlord must not enter your information into any shared database or disclose your information to any other entity or individual. Home Forward or your landlord, however, may disclose the information provided if:

- You give written permission to Home Forward or your landlord to release the information on a time limited basis.
- Home Forward or your landlord needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires Home Forward or your landlord to release the information.

VAWA does not limit Home Forward's or your landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, Home Forward and your landlord cannot hold tenants who have been

victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if Home Forward or your landlord can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If your housing provider can demonstrate the above, your housing provider should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with local HUD office at 971-222-2600.

For Additional Information

You may view a copy of HUD's final VAWA rule at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, Home Forward must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact your assigned Home Forward caseworker at 503-802-8333.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the following local organizations:

Gateway Center for Domestic Violence Services at 503-988-6400 or visit online at <https://www.portlandoregon.gov/gatewaycenter/>

Call to Safety Crisis Line at 503-235-5333

Services referral hotline at 211 or 503-222-5555 for contact information for local victim advocacy groups or service providers.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

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For help regarding sexual assault, you may contact the following local organizations:

Call to Safety Crisis Line at 503-235-5333

Sexual Assault Resource Center at 503-640-5311

Victims of stalking seeking help may contact the Gateway Center for Domestic Violence Services at 503-988-6400 or visit online at <https://www.portlandoregon.gov/gatewaycenter/>.

Attachment: Certification form HUD-5382

EXHIBIT 16-2: SAMPLE NOTICE TO HOUSING CHOICE VOUCHER OWNERS OF THEIR RIGHTS AND OBLIGATIONS UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This sample notice was adapted from a model notice prepared by the U.S. Department of Housing and Urban Development (HUD)

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

Purpose

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through Home Forward's HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

Denial of Tenancy

Protections for applicants: Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

Eviction

Protections for HCV participants: Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

Limitations of VAWA protections:

- a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
 - 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - 2) The distribution or possession of property among members of a household in a case.
- b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as

long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)

- c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)
 1. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)
 11. Any eviction due to "actual and imminent threat" should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD's regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-5382 (Self-Certification Form); or
- b. A document:
 - 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:
 - 2) Signed by the applicant or tenant; and
 - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or

stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or

- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a - c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14 business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

Moves

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

Lease Bifurcation

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

Evictions Due to "Actual and Imminent Threat" or Violations Not Premised on Abuse

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur

(See 24 CFR 5.2003 and 5.2005(d)(2).)

Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

Service Providers

Home Forward has extensive relationships with local service providers. Home Forward staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in Home Forward's Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan.

Definitions

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- 1) Fear for the person's individual safety or the safety of others; or
- 2) Suffer substantial emotional distress

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Attached:

Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes the PHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to the PHA. This part describes policies for recovery of monies that the PHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the PHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect a PHA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

Part VII: Reporting and Record Keeping for Children with Elevated Blood Lead Level. This part describes the PHA's responsibilities for reporting, data collection, and record keeping relative to children with elevated blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes the PHA's policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.

Part IX: Violence against Women Act (VAWA): Notification, Documentation, Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families and owners about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, and stalking; and maintaining the confidentiality of information obtained from victims.

PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

The PHA will maintain administrative fee reserves, or unrestricted net assets (UNA) for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a PHA fiscal year. HUD appropriations acts beginning with FFY 2004 have specified that administrative fee funding may be used only for activities related to the provision of HCV assistance, including related development activities. Notice PIH 2012-9 cites two examples of related development activities: unit modification for accessibility purposes and development of project-based voucher units. The notice makes clear that other activities may also qualify as related development activities. Administrative fees that remain in the UNA account from funding provided prior to 2004 may be used for "other housing purposes permitted by state and local law," in accordance with 24 CFR 982.155(b)(1).

If a PHA has not adequately administered its HCV program, HUD may prohibit use of funds in the UNA Account and may direct the PHA to use funds in that account to improve administration of the program, for HCV HAP expenses, or to reimburse ineligible expenses in accordance with the regulation at 24 CFR 982.155(b)(3).

HUD requires the PHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the UNA account without specific approval.

PHA Policy (MTW)

MTW authority allows the PHA to move funding between designated PHA programs and allows for different reserve requirements. MTW Plan language should be referenced in regards to funding requirements. Board guidance is sought for all fungibility expenses.

PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

16-11.A. OVERVIEW

Although many of the program's requirements are established centrally by HUD, the HCV program's regulations recognize that some flexibility is required to allow the PHA to adapt the program to local conditions. This part discusses how the PHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- *Payment Standards*, which dictate the maximum subsidy a family can receive (application of the payment standards is discussed in Chapter 6); and
- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

PHAPolicy

Copies of the payment standard and utility allowance schedules are available for review in the PHA's offices during normal business hours.

The PHA will maintain documentation to support its annual review of payment standards and utility allowance schedules. This documentation will be retained for at least 3 years.

- Establishing and updating the PHA *passbook rate*, which is used to calculate imputed income from assets, is covered in Chapter 6 (see Section 6-1.G).

16-11.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The payment standard sets the maximum subsidy payment a family can receive from the PHA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.

The PHA must establish a payment standard schedule that establishes payment standard amounts for each FMR area within the PHA's jurisdiction, and for each unit size within each of the FMR areas. For each unit size, the PHA may establish a single payment standard amount for the whole FMR area or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, the PHA is required to establish a payment standard within a "basic range" established by HUD - between 90 and 110 percent of the published FMR for each unit size.

PHA Policy (MTW)

The PHA will establish its payment standards between 80 and 160 percent of the published FMR under the Moving to Work authority. Payment standards will be set for nine separate neighborhoods and broken down by unit size.

HUD has granted the PHA approval to set different payment standards for VASH voucher households, up to 160 percent of the published FMR.

Updating Payment Standards

When HUD updates its FMRs, the PHA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require the PHA to make further adjustments if it determines that rent burdens for assisted families in the PHA's jurisdiction are unacceptably high [24 CFR 982.503(g)].

PHA Policy (MTW)

The PHA will review the appropriateness of the payment standards when the new FMRs are published. In addition to ensuring the payment standards are always within the range of 80 to 160 percent of the published FMR the PHA will consider the following factors when determining whether an adjustment should be made to the payment standard schedule:

Funding Availability: The PHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. The PHA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

Market Rates: In analyzing market rates for different areas, the PHA may use existing studies of rents in the PHA's jurisdiction, including Multifamily NW semiannual Apartment Report. In addition, the PHA may conduct its own survey to collect and maintain data on market rents in the PHA's jurisdiction.

Information sources also include newspapers, realtors, market surveys, inquiries of owners and other available sources.

The PHA will review the market data every six months as the Multifamily NW report is published. If trending data shows that a market rent for one of the established areas has changed by 10 percent and there is room within the 80 - 160% range to make an adjustment, payment standards will be adjusted within 60 days. If the shift is between 5 - 9%, the PHA will further analyze the data and adjust payment standards if deemed necessary.

Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly gross income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of gross monthly income as the family share, the PHA will consider increasing the payment standard. In evaluating rent burdens, the PHA will not include families renting a larger unit than their family unit size.

Quality of Units Selected: The PHA will review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.

Changes in Rent to Owner: The PHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

Unit Availability: The PHA will review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

Lease-up Time and Success Rate: The PHA will consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

If the PHA determines that changes to payment standard amounts are necessary, the amounts will be adjusted. For regular recertifications, the effective date of the changes will be 90 days after the PHA established the new payment standard amounts. For new admissions and moves, the effective date of the changes will be the first of the month after the PHA established the new payment standard amounts.

The PHA may update its payment standards more than once a year if the PHA determines that an adjustment is necessary.

Exception Payment Standards [982.503(c)]

The PHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Unit-by-Unit Exceptions [24 CFR 982.503(b), 24 CFR 982.505(d), Notice PIH 2010-26]

Unit-by-unit exceptions to the PHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect the PHA's payment standard schedule.

When needed as a reasonable accommodation, the PHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 120 percent of the applicable FMR for the unit size [24 CFR 982.503(b)]. The PHA may request HUD approval for an exception to the payment standard for a particular family if the required amount exceeds 120 percent of the FMR.

PHA Policy (MTW)

The PHA may approve a payment standard of not more than 160 percent of the FMR without HUD approval for units in low poverty areas or if required as a reasonable accommodation for a family that includes a person with disabilities.

A family that is moving into a unit in low poverty area and / or requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RTA) is submitted. The family must document the need for the exception. In order to approve an exception, the PHA must determine that:

There is a shortage of affordable units that would be appropriate for the family;

The family share would otherwise exceed **50** percent of the family's monthly gross income (MTW); and

The rent for the unit is reasonable.

If the PHA approves an exception, the PHA will maintain documentation that the PHA performed the required rent reasonableness analysis and the unit is in low poverty area and/ or has feature(s) required to meet the needs of the person with disabilities.

VASH Voucher Households

HUD has granted the PHA approval to use a payment standard amount of more than 160 percent of the FMR on a case by case basis for VASH voucher households that are leasing in place after an initial placement with Supportive Services for Veteran Families (SSVF) or local rapid rehousing resources.

A VASH voucher household that is leasing in place after an initial placement with SSVF or other local rapid rehousing resources may request a higher payment standard at the time the Request for Tenancy Approval (RTA) is submitted. The household must provide documentation of an initial placement with SSVF or local rapid rehousing resources. In order to approve an exception, the PHA must determine that the rent for the unit is reasonable.

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]

If a substantial percentage of families have difficulty finding a suitable unit, the PHA may request a "success rate payment standard" that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows the PHA to set its payment standards at 90-110 percent of a higher FMR (the 50th rather than the 40th percentile FMR). To support the request, the PHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;
- The PHA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and
- The PHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, the PHA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of the PHA's jurisdiction within the FMR area.

Decreases in the Payment Standard below the Basic Range [24 CFR 982.503(d)]

The PHA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

16-11.C. UTILITY ALLOWANCES [24 CFR 982.517]

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The cost of each utility and housing service must be stated separately by unit size and type. Chapter 18 of the *HCV Guidebook* provides detailed guidance to the PHA about establishing utility allowance schedules.

Air Conditioning

An allowance for air-conditioning must be provided when the majority of housing units in the market have central air-conditioning or are wired for tenant-installed air conditioners.

PHA Policy

The PHA will include an allowance for air-conditioning in its utility allowance schedule.

Utility Allowance Revisions

The PHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised.

The PHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

PART III: INFORMAL REVIEWS AND HEARINGS

16-111.A. OVERVIEW

Both applicants and participants have the right to disagree with, and appeal, certain decisions of the PHA that may adversely affect them. PHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of PHA decisions is called the "informal review." For participants (or applicants denied admission because of citizenship issues), the appeal process is called an "informal hearing." PHAs are required to include informal review procedures for applicants and informal hearing procedures for participants in their administrative plans [24 CFR 982.54(d)(12) and (13)].

16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a "minimum hearing requirement" [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements [*Federal Register* 60, no. 127 (3 July 1995): 34690].

Decisions Subject to Informal Review

The PHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to grant approval of the tenancy
- A PHA determination that the unit is not in compliance with HQS
- A PHA determination that the unit is not in accordance with HQS due to family size or composition.

PHA Policy

The PHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on the PHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

Notice to the Applicant [24 CFR 982.554(a)]

The PHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

Scheduling an Informal Review

PHA Policy

A request for an informal review must be made in writing and delivered to the PHA in person, by first class mail, or by facsimile, by the close of the business day, no later than 10 business days from the date of the PHA's denial of assistance.

The PHA must schedule and send written notice of the informal review within 15 business days of the family's request.

Informal Review Procedures [24 CFR 982.554(b)]

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

Informal Review Decision [24 CFR 982.554(b)]

The PHA must notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

PHA Policy

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice to the family.

The validity of the grounds for denial of assistance. If the grounds for denial are not specified in the regulations and/or PHA policies, then the decision to deny assistance will be overturned.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 15 business days of the informal review, to the applicant and, when requested as a reasonable accommodation for a disabled or elderly family, to his or her representative.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

16-111.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards
- A determination to terminate assistance for a participant family because of the family's action or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

PHA Policy

The PHA will only offer participants the opportunity for an informal hearing when required to by the regulations.

For participants requesting an informal hearing for the following PHA determinations, the informal hearing will be conducted by a program supervisor other than the person who made or approved the determination in question or their subordinate:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that an assisted unit is not in compliance with HQS. (However, the PHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family as described in 24 CFR 982.551(c).)
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract.

Informal Hearing Procedures

***Notice to the Family* [24 CFR 982.SSS(c)]**

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

PHA Policy

In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- The proposed action or decision of the PHA.
- A brief statement of the reasons for the decision.
- The date the proposed action will take place.
- A statement of the family's right to an explanation of the basis for the PHA's decision.
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
- A deadline for the family to request the informal hearing.
- To whom the hearing request should be addressed.

Scheduling an Informal Hearing [24 CFR 982.SSS(d)]

When an informal hearing is required, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

PHA Policy

A request for an informal hearing must be made in writing and delivered to the PHA in person, by first class mail, or by facsimile, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance.

The PHA must send a written notice of the informal hearing to the family within 15 business days of the family's request.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing at least 24 hours prior to the hearing date and time. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear at the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date and time, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing, any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

PHA Policy

The family will be allowed to copy any documents related to the hearing. The family must request discovery of PHA documents no later three business days prior to the scheduled hearing date.

The PHA must be given an opportunity to examine at the PHA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, the PHA will automatically mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing. The participant must make the documents available no later three business days prior to the scheduled hearing date.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Informal Hearing Officer [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

PHA Policy

Hearing officers will be assigned, appointed, hired or contracted by the Chief Operating Officer or his/her designee.

The PHA supervisors, other than the person who made or approved the PHA decision in question or their subordinate, may serve as hearing officers.

Attendance at the Informal Hearing

PHA Policy

Hearings may be attended by a hearing officer and the following applicable persons:

A PHA representative(s) and any witnesses for the PHA

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability.

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA's hearing procedures [24 CFR 982.555(4)(ii)].

PHA Policy

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Evidence [24 CFR 982.555(e)(6)]

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

PHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses.

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either the PHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Hearing Officer's Decision [24 CFR 982.555(e)(6)]

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the hearing must be furnished promptly to the family.

PHA Policy

The hearing officer may ask the family for additional information before reaching a decision. If the family misses the deadline for providing additional information requested by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

In rendering a decision, the hearing officer will consider the following matters:

PHA Notice to the Family: The hearing officer will determine if the reasons for the PHA's decision are factually stated in the notice.

Discovery: The hearing officer will determine if the PHA and the family were given the opportunity to examine any relevant documents in accordance with PHA policy.

PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and/or PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 15 business days after the hearing. The report will contain the following information:

Hearing information:

Name of the participant;

Date, time and place of the hearing;

Name of the hearing officer;

Name of the PHA representative; and

Name of family representative (if any).

Background: A brief, impartial statement of the reason for the hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision.

Order: The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct the PHA to restore the participant's program status.

The hearing officer may ask the family for additional information before reaching a decision. If the family misses a deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

The hearing officer may overturn the PHA's decision to terminate family's assistance on condition that the family takes certain corrective actions. If the family fails to take corrective actions by a deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

PHA Notice of Final Decision [24 CFR 982.555(1)]

The PHA is not bound by the decision of the hearing officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State or local laws.

If the PHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

PHA Policy

If the PHA determines it is not bound by the hearing officer's decision, the PHA will mail a "Notice of Final Decision" to the participant and, when requested as a reasonable accommodation for a disabled or elderly family, to their representative. This notice will be sent by first-class mail. The participant will be mailed the original "Notice of Final Decision". A copy of the "Notice of Final Decision" will be maintained in the PHA's file.

16-III.D. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

The notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

USCIS Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and the proof of mailing.

PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 15 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 15 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 16-111.C for a listing of positions that serve as informal hearing officers.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

PHA Policy

The family will be allowed to copy any documents related to the hearing. The family must request discovery of PHA documents no later than three business days prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the PHA, as may be agreed upon by the two parties.

PHA Policy

At the family's request, the PHA will provide an interpreter at no cost to the family. The family is permitted to use, at their own expense, an interpreter of their own choosing in place of or as a supplement to the free language services offered by the PHA.

The PHA may decide to provide its own, independent interpreter, even if the family chooses to use their own interpreter as well.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to, provide a transcript of the hearing.

PHA Policy

The PHA will not provide a transcript of an audio taped hearing.

Hearing Decision

The PHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-111.C.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision.

PART IV: OWNER OR FAMILY DEBTS TO THE PHA

16-IV.A. OVERVIEW

PHAs are required to include in the administrative plan policies concerning repayment by a family of amounts owed to the PHA [24 CFR 982.54]. This part describes the PHA's policies for recovery of monies owed to the PHA by families or owners.

PHA Policy

When an action or inaction of an owner or participant results in the overpayment of housing assistance, the PHA holds the owner or participant liable to return any overpayments to the PHA.

The PHA will enter into repayment agreements with participants in accordance with the policies contained in this part as a means to recover overpayments.

The PHA will not offer to enter into repayment agreements with owners as a means to recover overpayments.

When an owner refuses to repay monies owed to the PHA, the PHA will utilize other available collection alternatives including, but not limited to, collection agencies and filing a legal action

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate assistance in accordance with the policies in Chapter 12 and pursue other modes of collection.

16-IV.B. REPAYMENT POLICY

Owner Debts to the PHA

PHA Policy

Any amount due to the PHA by an owner must be repaid by the owner within 30 days of the PHA's written notification of the debt to the owner. The PHA will not enter into a repayment agreement with an owner.

If the owner is entitled to future HAP payments, the PHA will reduce the future HAP payments by the amount owed. If the owner fails to repay the debt within the required time frame, the PHA will continue to reduce future HAP payments by the amount owed until the debt is paid in full.

If the owner is not entitled to future HAP payments and refuses to repay the debt within the required time frame, the PHA will ban the owner from future participation in the program and pursue other modes of collection.

Family Debts to the PHA

PHA Policy

Any amount owed to the PHA by an HCV family must be repaid by the family. If the family is unable to repay the debt within 30 days, the PHA will offer to enter into a repayment agreement in accordance with the policies below.

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate assistance in accordance with the policies in Chapter 12 and pursue other modes of collection.

Repayment Agreement [24 CFR 792.103]

The term *repayment agreement* refers to a formal document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

General Repayment Agreement Guidelines for Families

Down Payment Requirement

PHA Policy

Families will not be required to make a down payment on the amount owed prior to entering into a repayment agreement with the PHA.

Payment Thresholds

PHA Policy

The repayment agreement's repayment terms shall be a monthly payment of amount of the family's choosing that is no less than \$10 a month and no more than 10% of the family's monthly gross income. Monthly repayment terms may be no lower than \$10, even if 10% of the family's gross monthly income is less than \$10. A family may pay more than the stated repayment amount at any time. Any overpayments will be applied towards the total balance of the repayment agreement.

Each repayment agreement shall state the total amount owed, the monthly payment amount, the number of monthly payments due, and the date of the last payment.

Execution of the Agreement

PHA Policy

Any repayment agreement between the PHA and a family must be signed and dated by the PHA and by the head of household and spouse/cohead (if applicable).

Due Dates

PHA Policy

All payments are due by the close of business on the fifth day of the month. If the 5th day of the month does not fall on a business day, the due date is the close of business on the first business day after the 5th day of the month.

Non-Payment

PHA Policy

Families are permitted to skip payments two times in a 12-month period.

After the first skip, the PHA will send the family a written notice that payment was not received, and the new terms of the repayment agreement extended by one additional month.

After the second skip within a 12-month period, the PHA will send the family a written notice that full payment was not received, the new terms of the repayment agreement will be extended to account for the skip, and offering to renegotiate the terms of the repayment agreement if the monthly repayment amount is more than \$10 a month. The second written notice must inform the family that they have 14 days to contact Home Forward to renegotiate the terms of the repayment agreement and that, if no contact is made, Home Forward will automatically adjust the terms of the repayment agreement to be \$10 a month, if applicable.

If full payment is not received a third time within a 12-month period, the family will be in default of the repayment agreement. The PHA will terminate assistance in accordance with the policies in Chapter 12.

No Offer of Repayment Agreement

PHA Policy

If the amounts owed by the owner exceed \$4,999 and are not repaid by the owner within 30 days of the PHA determination of the debt, the amounts will be referred to HUD Office of Inspector General (OIG) for prosecution.

The PHA will not offer a repayment agreement to a family in the following limited circumstances:

- There is an active repayment agreement in place with the family that was the result of the same type of program violation by the same household member.
- The overpayment of subsidy is a result of fraud that would have made the family ineligible for the program. Fraud is defined as an act or pattern of actions done with the intent to deceive or mislead in order to gain an advantage. The act or action can include a false statement, omission, or concealment of a substantive fact. The following do not qualify as fraud:
 - An unintentional error
 - An omission or misreporting due to misunderstanding

Repayment Agreements Involving Improper Payments

Notice PIH 2018-18 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the family briefing packet that state the family's obligation to provide true and complete information at every reexamination and the grounds on which the PHA may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family not only must pay to the PHA the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance.

PART V: SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)

16-V.A. OVERVIEW

The Section 8 Management Assessment Program (SEMAP) is a tool that allows HUD to measure PHA performance in key areas to ensure program integrity and accountability. SEMAP scores translate into a rating for each PHA as high performing, standard, or troubled. Scores on individual SEMAP indicators, as well as overall SEMAP ratings, can affect the PHA in several ways.

- High-performing PHAs can be given a competitive advantage under notices of funding availability [24 CFR 985.103].
- PHAs with deficiencies on one or more indicators are required to correct the deficiencies and report to HUD [24 CFR 985.106].
- PHAs with an overall rating of "troubled" are subject to additional HUD oversight, including on-site reviews by HUD staff, a requirement to develop a corrective action plan, and monitoring to ensure the successful implementation of the corrective action plan. In addition, PHAs that are designated "troubled" may not use any part of the administrative fee reserve for other housing purposes [24 CFR 985.107].
- HUD may determine that a PHA's failure to correct identified SEMAP deficiencies or to prepare and implement a corrective action plan required by HUD constitutes a default under the ACC [24 CFR 985.109].

PHA Policy (MTW)

The PHA participates in HUD's Moving to Work (MTW) program and submits Annual MTW Plan and Annual MTW Report to satisfy SEMAP reporting requirements.

Pages 16-33 through 16-37 are for informational purposes only.

16-V.B. SEMAP CERTIFICATION [24 CFR 985.101]

PHAs must submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year. The certification must be approved by PHA board resolution and signed by the PHA executive director. If the PHA is a unit of local government or a state, a resolution approving the certification is not required, and the certification must be executed by the Section 8 program director.

PHAs with less than 250 voucher units are only required to be assessed every other PHA fiscal year. HUD will assess such PHAs annually if the PHA elects to have its performance assessed on an annual basis; or is designated as "troubled" [24 CFR 985.105].

Failure of a PHA to submit its SEMAP certification within the required time frame will result in an overall performance rating of "troubled."

A PHA's SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.

Upon receipt of the PHA's SEMAP certification, HUD will rate the PHA's performance under each SEMAP indicator in accordance with program requirements.

HUD Verification Method

Several of the SEMAP indicators are scored based on a review of a quality control sample selected for this purpose. The PHA or the Independent Auditor must select an unbiased sample that provides an adequate representation of the types of information to be assessed, in accordance with SEMAP requirements [24 CFR 985.2].

If the HUD verification method for the indicator relies on data in the Form-50058 module (formerly known as MTCS) in the PIH Information Center (PIC), and HUD determines that those data are insufficient to verify the PHA's certification on the indicator due to the PHA's failure to adequately report family data, HUD will assign a zero rating for the indicator [24 CFR 985.3].

16-V.C. SEMAP INDICATORS [24 CFR 985.3 and form HUD-52648]

The table below lists each of the SEMAP indicators, contains a description of each indicator, and explains the basis for points awarded under each indicator.

A PHA that expends less than \$300,000 in Federal awards and whose Section 8 programs are not audited by an independent auditor will not be rated under SEMAP indicators 1-7.

SEMAP Indicators
<p>Indicator 1: Selection from the waiting list Maximum Score: 15</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA has written policies in its administrative plan for selecting applicants from the waiting list and whether the PHA follows these policies when selecting applicants for admission from the waiting list. • Points are based on the percent of families that are selected from the waiting list in accordance with the PHA's written policies, according to the PHA's quality control sample.
<p>Indicator 2: Rent reasonableness Maximum Score: 20</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units. • Points are based on the percent of units for which the PHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to the PHA's quality control sample.
<p>Indicator 3: Determination of adjusted income Maximum Score: 20</p> <ul style="list-style-type: none"> • This indicator measures whether the PHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent. • Points are based on the percent of files that are calculated and verified correctly, according to the PHA's quality control sample.
<p>Indicator 4: Utility allowance schedule Maximum Score: 5</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA maintains an up-to-date utility allowance schedule. • Points are based on whether the PHA has reviewed the utility allowance schedule and adjusted it when required, according to the PHA's certification.

<p>Indicator 5: HQS quality control inspections Maximum Score: 5</p> <ul style="list-style-type: none"> • This indicator shows whether a PHA supervisor reinspects a sample of units under contract during the PHA fiscal year, which meets the minimum sample size requirements for quality control of HQS inspections. • Points are based on whether the required quality control reinspections were completed, according to the PHA's certification.
<p>Indicator 6: HQS enforcement Maximum Score: 10</p> <ul style="list-style-type: none"> • This indicator shows whether, following each HQS inspection of a unit under contract where the unit fails to meet HQS, any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any PHA-approved extension. • Points are based on whether the PHA corrects all HQS deficiencies in accordance with required time frames, according to the PHA's certification.
<p>Indicator 7: Expanding housing opportunities Maximum Points: 5</p> <ul style="list-style-type: none"> • Only applies to PHAs with jurisdiction in metropolitan FMR areas. • This indicator shows whether the PHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration; informs voucher holders of the full range of areas where they may lease units both inside and outside the PHA's jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration. • Points are based on whether the PHA has adopted and implemented written policies in accordance with SEMAP requirements, according to the PHA's certification.
<p>Indicator 8: FMR limit and payment standards Maximum Points: 5 points</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA has adopted a payment standard schedule that establishes payment standard amounts by unit size for each FMR area in the PHA's jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR. • Points are based on whether the PHA has appropriately adopted a payment standard schedule(s), according to the PHA's certification.
<p>Indicator 9: Annual reexaminations Maximum Points: 10</p> <ul style="list-style-type: none"> • This indicator shows whether the PHA completes a reexamination for each participating family at least every 12 months. • Points are based on the percent of reexaminations that are more than 2 months overdue, according to data from PIC.

<p>Indicator 10: Correct tenant rent calculations Maximum Points: 5</p> <ul style="list-style-type: none">• This indicator shows whether the PHA correctly calculates the family's share of the rent to owner.• Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.
<p>Indicator 11: Pre-contract HQS inspections Maximum Points: 5</p> <ul style="list-style-type: none">• This indicator shows whether newly leased units pass HQS inspection on or before the effective date of the assisted lease and HAP contract.• Points are based on the percent of newly leased units that passed HQS inspection prior to the effective date of the lease and HAP contract, according to data from PIC.
<p>Indicator 12: Annual HQS inspections Maximum Points: 10</p> <ul style="list-style-type: none">• This indicator shows whether the PHA inspects each unit under contract at least annually.• Points are based on the percent of annual HQS inspections of units under contract that are more than 2 months overdue, according to data from PIC.
<p>Indicator 13: Lease-up Maximum Points: 20 points</p> <ul style="list-style-type: none">• This indicator shows whether the PHA enters HAP contracts for at least 98 percent of the number of the PHA's baseline voucher units in the ACC for the calendar year ending on or before the PHA's fiscal year, or whether the PHA has expended at least 98 percent of its allocated budget authority for the same calendar year. The PHA can receive 15 points if 95 to 97 percent of vouchers are leased or budget authority is utilized.• Points are based on utilization of vouchers and HAP expenditures as reported in the voucher management system (VMS) for the most recently completed calendar year.
<p>Indicator 14: Family self-sufficiency (FSS) enrollment and escrow account balances Maximum Points: 10</p> <ul style="list-style-type: none">• Only applies to PHAs with mandatory FSS programs.• This indicator shows whether the PHA has enrolled families in the FSS program as required, and measures the percent of current FSS participants that have had increases in earned income which resulted in escrow account balances.• Points are based on the percent of mandatory FSS slots that are filled and the percent of families with escrow account balances, according to data from PIC.

Success Rate of Voucher Holders

Maximum Points: 5

- Only applies to PHAs that have received approval to establish success rate payment standard amounts, and isn't effective until the second full PHA fiscal year following the date of HUD approval of success rate payment standard amounts.
- This indicator shows whether voucher holders were successful in leasing units with voucher assistance.
- Points are based on the percent of families that were issued vouchers, and that became participants in the voucher program.

Deconcentration Bonus Indicator

Maximum Points: 5

- Submission of data for this indicator is mandatory for a PHA using one or more payment standard amount(s) that exceed(s) 100 percent of the published FMR set at the 50 percentile rent, starting with the second full PHA fiscal year following initial use of payment standard amounts based on the FMRs set at the 50th percentile.
- Additional points are available to PHAs that have jurisdiction in metropolitan FMR areas and that choose to submit the required data.
- Points are based on whether the data that is submitted meets the requirements for bonus points.

PART VI: RECORD KEEPING

16-VI.A. OVERVIEW

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

16-VI.B. RECORD RETENTION [24 CFR 982.158]

During the term of each assisted lease, and for at least three years thereafter, the PHA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, the PHA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B;
- Accounts and other records supporting PHA budget and financial statements for the program;
- Records to document the basis for PHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.
- Notice PIH 2014-20 requires PHAs to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.
- The PHA must keep a record of all emergency transfers requested under its emergency transfer plan under VAWA, and the outcomes of such requests, and retain these records for a period of three years, or for a period of time as specified in program regulations [24 CFR 5.2005(e)(12)].

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 16-111.D., Retention of Documents.

16-VI.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

PHAPolicy

All applicant and participant information will be kept in a secure location and access will be limited to authorized PHA staff.

PHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form HUD-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data*.

PHAPolicy

Prior to utilizing HUD's EIV system, the PHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

For requirements and PHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, or stalking, see Section 16-IX.E.

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL

16-VII.A. OVERVIEW

The PHA has certain responsibilities relative to children with elevated blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that the PHA is subject to.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)]

The PHA must report the name and address of a child identified as having an elevated blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional.

PHAPolicy

The PHA will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level.

16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(1)]

At least quarterly, the PHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified elevated blood lead level.

If the PHA obtains names and addresses of elevated blood lead level children from the public health department(s), the PHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, the PHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

PART VIII: DETERMINATION OF INSUFFICIENT FUNDING

16-VIII.A. OVERVIEW

The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.354(e)(1) and 982.454]. Insufficient funding may also impact the PHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology the PHA will use to determine whether or not the PHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

16-VIII.B. METHODOLOGY

PHA Policy

The PHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing the PHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, the PHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority, or if the PHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, the PHA will be considered to have insufficient funding.

PART IX: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

16-IX.A. OVERVIEW

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, and stalking who are applying for or receiving assistance under the housing choice voucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located primarily in the following sections: 3-1.C, "Family Breakup and Remaining Member of Tenant Family"; 3-111.G, "Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking"; 10-1.A, "Allowable Moves"; 10-1.B, "Restrictions on Moves"; 12-11.E, "Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking"; and 12-11.F, "Termination Notice."

16-IX.B. DEFINITIONS [24 CFR 5.2003]

As used in VAWA:

- The term *bifurcate* means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- The term *affiliated individual* means, with respect to an individual:
 - A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
 - Any individual, tenant or lawful occupant living in the household of that individual.
- The term *sexual assault* means:
 - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent.
- The term *stalking* means:
 - Engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person's individual safety or the safety of others, or (2) suffer substantial emotional distress.

16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

PHA Policy

The PHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A copy of the notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (see Exhibit 16-1)

A copy of the notice to housing choice voucher owners of their rights and obligations under VAWA (see Exhibit 16-2)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibit 16-1)

The services referral hot line to call for contact information for local victim advocacy groups or service providers: 211 or 503-222-5555.

Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]

PHAs are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

PHAPolicy

The PHA will provide all applicants with information about VAWA at the time of the briefing (see Section 5-1.B). The PHA will also include information about VAWA in all notices of denial of assistance (see Section 3-111.G).

The PHA will include information about VAWA in notices of termination of assistance, as provided in Section 12-11.F.

The VAWA information provided to applicants and participants will consist of the notice in Exhibit 16-1 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation.

Notification to Owners and Managers

While PHAs are no longer required by regulation to notify owners and managers participating in the HCV program of their rights and obligations under VAWA, the PHA may still choose to inform them.

PHA Policy

The PHA will provide owners and managers with information about their rights and obligations under VAWA at least annually.

The VAWA information provided to owners will consist of the notice in Exhibit 16-2 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation.

16-IX.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may-but is not required to-request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation), which must include the name of the perpetrator only if the name is safe to provide and is known to the victim
- (2) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency
- (3) Documentation signed by the victim and by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of domestic violence, dating violence, sexual assault, or stalking in HUD regulations at 24 Code of Federal Regulations (CFR) § 5.2003.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA final rule].

PHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The PHA may, in its discretion, extend the deadline for 10 business days. Any extension granted by the PHA will be in writing.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation.

The PHA does not require but may request two of the three forms of documentation listed above. Failure to provide the second form of documentation, if requested, is not grounds to deny relief for protection under VAWA.

Conflicting Documentation [24 CFR 5.2007(b)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3) within 30 calendar days of the date of the request for the third-party documentation. The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

PHAPolicy

If presented with conflicting certification documents (two or more forms HUD-5382) from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(b) and by following any HUD guidance on how such determinations should be made. The family will have 30 calendar days from the date of request by the PHA to provide this documentation.

Discretion to Require No Formal Documentation [24 CFR 5.2007]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence-i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b).

PHA Policy

If the PHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, the PHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(a)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

16-IX.E. CONFIDENTIALITY [24 CFR 5.2007(c)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to have access to the information unless explicitly authorized by the PHA for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by a PHA employee to provide the VAWA protections to the victim), and (3) may not disclose the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual (victim) in writing in a time-limited release, (b) required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program, or (c) otherwise required by applicable law.

PHAPolicy

If disclosure is required for use in an eviction proceeding or hearing regarding termination of program assistance, or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

**EXHIBIT 16-1: HOME FORWARD¹ SAMPLE NOTICE OF OCCUPANCY RIGHTS
UNDER THE VIOLENCE AGAINST WOMEN ACT² (VAWA)
TO HOUSING CHOICE VOUCHER APPLICANTS AND PARTICIPANTS**

This sample notice was adapted from Form HUD-5380

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **the housing choice voucher program and the project-based voucher program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA."

Protections for Applicants

If you otherwise qualify for assistance under the housing choice voucher program or the project-based voucher program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Advocacy

The YWCA will provide support to victims and survivors of domestic violence who are receiving assistance under Home Forward's housing choice voucher or project-based voucher program. If you would like more information regarding resources available, please call 971-221-2555.

Additional contact information for local organizations and resources available to all tenants and applicants is included at the end of this notice.

Protections for Tenants

If you are receiving assistance under the housing choice voucher program or the project-based voucher program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

¹ The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD's program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the housing choice voucher program or the project-based voucher program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

Your housing provider may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the housing provider chooses to remove the abuser or perpetrator, the housing provider may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the housing provider must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the housing provider must follow Federal, State, and local eviction procedures. In order to divide a lease, the housing provider may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, Home Forward may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, Home Forward may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- 2. You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- 3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

Home Forward will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

Home Forward's emergency transfer plan provides further information on emergency transfers, and Home Forward must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Home Forward or your landlord can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from Home Forward or your landlord must be in writing, and Home Forward or your landlord must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. Home Forward or your landlord may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to Home Forward or your landlord as documentation. It is your choice which of the following to submit if Home Forward or your landlord asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by Home Forward with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he

or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that Home Forward or your landlord has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, your housing provider does not have to provide you with the protections contained in this notice.

If Home Forward or your landlord receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Home Forward or your landlord has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, your housing provider does not have to provide you with the protections contained in this notice.

Confidentiality

Home Forward and your landlord must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

Home Forward and your landlord must not allow any individual administering assistance or other services on their behalf (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Home Forward and your landlord must not enter your information into any shared database or disclose your information to any other entity or individual. Home Forward or your landlord, however, may disclose the information provided if:

- You give written permission to Home Forward or your landlord to release the information on a time limited basis.
- Home Forward or your landlord needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires Home Forward or your landlord to release the information.

VAWA does not limit Home Forward's or your landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, Home Forward and your landlord cannot hold tenants who have been

victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if Home Forward or your landlord can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If your housing provider can demonstrate the above, your housing provider should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with local HUD office at 971-222-2600.

For Additional Information

You may view a copy of HUD's final VAWA rule at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, Home Forward must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact your assigned Home Forward caseworker at 503-802-8333.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact the following local organizations:

Gateway Center for Domestic Violence Services at 503-988-6400 or visit online at <https://www.portlandoregon.gov/gatewaycenter/>

Call to Safety Crisis Line at 503-235-5333

Services referral hotline at 211 or 503-222-5555 for contact information for local victim advocacy groups or service providers.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact the following local organizations:

Call to Safety Crisis Line at 503-235-5333

Sexual Assault Resource Center at 503-640-5311

Victims of stalking seeking help may contact the Gateway Center for Domestic Violence Services at 503-988-6400 or visit online at <https://www.portlandoregon.gov/gatewaycenter/>.

Attachment: Certification form HUD-5382

EXHIBIT 16-2: SAMPLE NOTICE TO HOUSING CHOICE VOUCHER OWNERS OF THEIR RIGHTS AND OBLIGATIONS UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

This sample notice was adapted from a model notice prepared by the U.S. Department of Housing and Urban Development (HUD)

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault and stalking.

Purpose

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault and stalking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through Home Forward's HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

Denial of Tenancy

Protections for applicants: Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, or stalking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

Eviction

Protections for HCV participants: Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, or stalking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking (24 CFR 5.2005(b)(2)).

Limitations of VAWA protections:

- a. Nothing in the VAWA Final Rule limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
 - 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
 - 2) The distribution or possession of property among members of a household in a case.
- b. Nothing in the VAWA Final Rule limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, or stalking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, or stalking, as

long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)

- c. Nothing in the VAWA Final Rule limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, or stalking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)
 1. In this context, words, gestures, actions, or other indicators will be considered an "actual and imminent threat" if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)
 11. Any eviction due to "actual and imminent threat" should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

Documentation of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, or stalking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD's regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-5382 (Self-Certification Form); or
- b. A document:
 - 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse:
 - 2) Signed by the applicant or tenant; and
 - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or

stalking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR 5.2003; or

- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a - c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, or stalking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14 business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, or stalking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA Final Rule may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, or stalking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, or stalking at eviction or termination proceedings.

Moves

A victim of domestic violence, dating violence, sexual assault, or stalking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

Lease Bifurcation

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

Evictions Due to "Actual and Imminent Threat" or Violations Not Premised on Abuse

The VAWA Final Rule generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, the VAWA Final Rule does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the tenant or an affiliated individual of the tenant. Nor does the VAWA Final Rule prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur

(See 24 CFR 5.2003 and 5.2005(d)(2).)

Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

Service Providers

Home Forward has extensive relationships with local service providers. Home Forward staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in Home Forward's Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan.

Definitions

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim;
and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- 1) Fear for the person's individual safety or the safety of others; or
- 2) Suffer substantial emotional distress

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Attached:

Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation

Policy Recommendations

Rent Assistance Termination Policy

Date:
December 21, 2021

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Acknowledgements

The evaluation of the Rent Assistance Termination Policy and the recommendations included in this report are the result of a year-long effort by Home Forward staff, Home Forward residents and participants, and consultants who helped support our work together.

I would like to acknowledge:

- Tierra Salmón and Rachel Langford for facilitating the Policy Work Group. Their commitment to holding an inclusive process and centering the voices of people most impacted by this policy and Black and brown people was essential in producing the recommendations in this report.
- The tireless commitment, engagement, bravery and expertise of the members of the Policy Work Group, without whom the high quality of this work would not have been possible. I would like to acknowledge Tonya Jones, Francessca Lee, Erin Meechan, Yvette Hernandez, Myriam Demezas, Nicole Patty, and Juli Garvey.
- Nancy Davis and Sidney Morgan for collaborating with us to create co-create the container for this work and for their continued support around the structure of the container being upheld with integrity and commitment to a new process so we could move towards the vision of an inclusive and equitable policy making culture at Home Forward. Thank you for supporting the facilitation team in imagining this process, addressing harm, learning about the ways anti-Black racism shows up in dominant culture organizations like Home Forward and our policies, and providing alternatives to move towards anti-racism and initiate culture change.
- The Rent Assistance Department, especially Dena Ford-Avery, Ian Slingerland, and Jimmy Rattanasouk, for providing guidance, feedback, and support around understanding the complexities of this policy.
- Brian Rutzen for his data wizardry in categorizing all program exits, pulling, and cleaning all of the data to help us understand demographic disparities.
- The Executive Team at Home Forward for supporting this work and being willing to do things differently.

Definitions

Involuntary termination: This is a term used to describe a program exit or termination that is not initiated by the participant household. This category includes all exits except for “voluntary exits”.

Participant: A household that has a tenant or project voucher.

Project based voucher (PBVs): Project-based vouchers are long term rent assistance attached to a specific unit. Project-based vouchers (PBVs) are a component of a public housing agency’s (PHA’s) Housing Choice Voucher (HCV) program.

Program exit/Program termination: These terms are used interchangeably, and it means when Home Forward staff terminates a participant’s voucher.

Tenant based voucher (TBVs): Tenant-based vouchers are long term rent assistance that are portable and are connected to the household, not the unit.

Voluntary termination: This is a term used to describe a program exit or termination that is initiated by the household. This category of exits includes only “voluntary exits”.

Introduction

Rent Assistance Termination Policy

Home Forward's Rent Assistance Department Implements the Rent Assistance Termination Policy which is outlined in Chapter 12 of Home Forward's Administrative Plan ([link](#)). The policy outlines the reasons that Home Forward will propose termination of a household's rent assistance. Some of the reasons Home Forward proposes termination are mandatory (federal regulation) and some are voluntary.

This Report

The purpose of this Report is to summarize the Rent Assistance Termination Policy Work Group's, evaluation of and recommended changes to Home Forward's Rent Assistance Termination Policy for the purpose of advancing racial equity by promoting housing stability and reducing racial disparities in program terminations.

The report includes an analysis of terminations during a period of over two years (January 2018 to April 2020) with a focus on racial disparities by termination type.

The report is organized by termination reason. Under each termination reason that Home Forward may propose termination for in our current policy, there will be:

1. A summary of the current policy for that termination reason;
2. Evaluation (quantitative and qualitative);
3. The Policy Work Group's recommended changes.

Policy Recommendations

Each Policy recommendation includes six sections:

1. **HUD requirement:** This section includes the work groups recommendation to change HUD regulations. Home Forward could advocate to Congress or HUD to make the changes in rule or statute which would impact all Public Housing Authorities. As a Moving to Work Agency, Home Forward could also pursue waiving certain regulations for Home Forward specifically using our Moving to Work Authority.
2. **Home Forward Policy:** This section includes recommended changes that Home Forward has the authority to make, with Board approval, within the current legal and regulatory framework. In other words, we would not need authority from HUD or Congress to make these changes.
3. **Advocacy:** This section includes recommendations for external advocacy Home Forward should participate in to address structural or systemic issues that impact whether someone is terminated for a certain reason.

4. **Policy Parking Lot:** This section includes other Home Forward policies that the Policy Work Group recommends Home Forward review with a racial equity framework because they impact or intersect with the termination reason.
5. **Consensus:** This section includes information about whether the recommendation was a “consensus” recommendation or a “non-consensus” recommendation. For consensus recommendations, everyone in the work group agreed to move the recommendation forward. For “non-consensus” recommendations, one or more members of the work group did not support moving some or all of the recommendation forward. In “non-consensus” cases, this section will explain whether there was lack of consensus about some or all of the recommendation, and what the different positions were about the recommendation.
6. **Why:** This section includes the primary rationale or values that informed the work group’s recommendation.

The Rent Assistance Termination Policy Work Group

The Rent Assistance Termination Policy Work Group (Policy Work Group) is a diverse group of people who have valuable perspectives on and experience with Home Forward’s policies and programs. Home Forward made the opportunity available to all Home Forward staff and to residents and participants involved in the Resident Advisory Council (RAC) or Action Council. Policy Work Group members applied to participate and there was intention in building a work group of people with lived experience of Home Forward’s policies and programs, experience implementing the policy, and it was a priority that the participants in the work group were majority Black and brown.

The final membership of the work group included 4 Home Forward staff, 3 Home Forward residents/participants and 3 facilitators. Home Forward staff worked in the Property Management, Development and Community Revitalization, Rent Assistance, and Asset Management Departments.

The Work Group met between July 2020 and July 2021 to evaluate the Rent Assistance Termination Policy with a racial equity framework and make recommended changes with the goal of advancing racial equity. Specifically, the work group members and facilitators worked to center Blackness and decenter whiteness throughout the work group process. The work group received 2 anti-Black racism trainings during our work to learn how to center Blackness and decenter whiteness in developing policy recommendations.

Project Objectives

The Policy Work Group had two primary objectives:

1. Evaluate the Rent Assistance Termination Policy with a racial equity framework and develop recommendations for how to change this policy in an effort to reduce racial disparities and advance racial equity.
2. Use learnings from our work group process to inform Home Forward's policy evaluation, development, and change work across the agency. The reflections on this process will inform Home Forward's "Policy on Developing and Evaluating Policies" to ensure that all major policy initiatives are equitable and inclusive in their process and that the policies themselves advance racial equity.

Data Analysis

The Policy Work Group considered two kinds of data during the evaluation of this policy: quantitative data about the number of program terminations by race/ethnicity and the lived experience of work group members who have direct or indirect experience with this policy.

The quantitative data included terminations for tenant and project-based voucher holders between January 1, 2018 and April 30, 2020. The data does not perfectly line up with the different reasons that a household could be terminated from the program so for some termination reasons, it was not possible to assess the total number of terminations for that reason nor whether there were any racial or demographic disparities for that termination reason. The policy work groups recommendations include improving data quality so Home Forward can more accurately track termination by termination reason.

The data analysis did not perform statistical tests and do not signify statistically significant differences.

Current Policy (Status Quo)

Policy Overview

This is a high-level overview of the current Rent Assistance Termination policy. More detail will be provided about the parameters of each termination reason under that specific section in the report.

The Rent Assistance Termination policy is broken into three parts:

1. The reasons that Home Forward staff must or may propose termination of the participants rent assistance;
2. The process that Home Forward uses to evaluate decisions on whether to terminate assistance after a proposal has been made, including alternatives Home Forward could offer to termination; and
3. Grounds that owners may terminate a participants tenancy (e.g., a private landlord evicting a voucher participant).

The policy work group's recommendations are focused on Part 1: the reasons for termination and Part 2: the alternatives to termination for specific reasons. A future work group should review the approach to termination of assistance and the reasons an "owner" may terminate a tenancy.

Termination Reasons

There are two general categories of termination reasons: HUD mandated and voluntary. Generally, for HUD mandated reasons, Home Forward is either required to terminate assistance in certain cases or to have a policy about terminating assistance for certain reasons. Voluntary reasons are those that Home Forward may terminate assistance for, meaning we have the power to change these reasons more immediately than HUD mandated termination reasons. However, this report includes recommended changes to both HUD mandated reasons and voluntary reasons.

Termination reasons include:

1. **Zero Housing assistance payment (HAP):** This termination reason is mandated by HUD. As a household's income increases, the amount that Home Forward is paying towards their housing costs decrease until it eventually reaches \$0 which is called "Zero Housing Assistance Payment (HAP)". In this case, Home Forward must terminate the household's assistance 180 days after we make our last payment.
2. **Household Choice:** Household's may request to have their assistance terminated at any time.
3. **Eviction:** HUD requires that housing authorities have a policy to terminate assistance if a household is evicted for a "serious" violation of the lease.
4. **Paperwork/Consent forms:** Home Forward is required by HUD to regularly certify the eligibility of household' for the voucher program. This process is referred to as "re-examination" or "re-

certification”. To complete this process, Home Forward needs written authorization or “consent” from the household to collect the information. If a household does not provide their consent, Home Forward cannot complete the re-certification process and if Home Forward cannot confirm the eligibility of the household, we must terminate the household’s assistance.

5. **Death of Sole Household member:** Home Forward terminates assistance if the sole member of a household dies.
6. **Drug and Alcohol Use:** HUD requires Home Forward to have a policy to terminate assistance if any household member is engaging in illegal use of a drug or a pattern of illegal drug or alcohol abuse that impacts the health, safety, or right to peaceful enjoyment of the premises by other residents.
7. **Criminal Activity:** HUD requires Home Forward to have a policy to terminate assistance if a household member has engaged in drug related or violent criminal activity.
8. **Absence from Unit:** HUD requires Home Forward to terminate assistance if all household members have been absent from the unit for a period or more than 180 consecutive days. Home Forward’s policy is that we propose termination if all household members have been absent for 60 consecutive unless they meet an exception.
9. **Other reasons (voluntary):**
 - a. Household has violated “family obligations” under the program;
 - b. Household owes money to Home Forward or has breached terms of a repayment agreement with Home Forward;
 - c. Household member has engaged in or threatened violent or abusive behavior toward Home Forward staff;
 - d. Home Forward does not have sufficient funding.

Rent Assistance Participant Demographics

This data reflects program participation from January 1, 2018 to April 30, 2020 and each demographic category is mutually exclusive which means the same group of people is represented under each demographic group. This data does not show intersectionality across demographic characteristics which we hope to do for future policy analyses. Further, Home Forward data only includes the demographic characteristics of the head of household, so this data does not reflect the demographic information of the entire household.

Overall Program Demographics (Tenant and Project Based Voucher Programs)

Race: Of the 12,865 tenant-based voucher participants during the study period, 57% have a head of household who is white, 31% have a head of household who is Black, 4% have head of household who is Asian, 4% have head of household who is two or more races, 3% have a head of household who is Indigenous or Native American, and 1% have a head of household who is Hawaiian/Pacific Islander.

Table 1. Overall Voucher Participants (Race)

Race Alone	Count	Percent
Asian	498	4%
Black	4,032	31%
Hawaiian/Pacific Islander	104	1%
Native American	345	3%
White	7,395	57%
Two or More Races	491	4%
Grand Total	12,865	100%

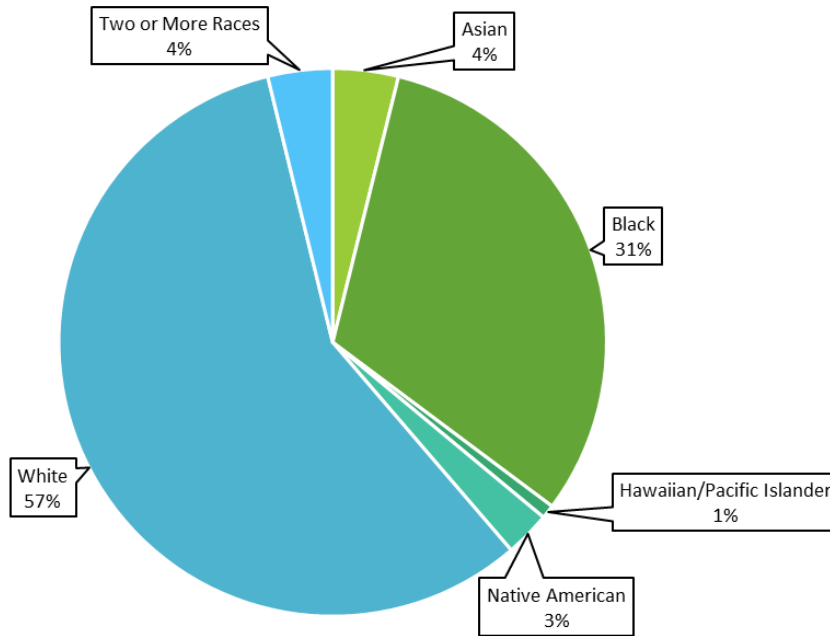
Ethnicity: Of the 12,865 tenant-based voucher participants during the study period, 91% were non-Hispanic and 9% were Hispanic/Latinx.

Table 2. Overall Voucher Participants (Ethnicity)

Ethnicity	Count	Percent
Non-Hispanic/Non-Latinx	11,734	91%
Hispanic/Latinx	1,131	9%
Grand Total	12,865	100%

Chart 1. Overall Voucher Participants (Race)

Share of Overall Voucher Participants by Race Jan 2018 to April 2020



Gender identity: Of the 12,865 tenant-based voucher participants during the study period, 64% identified as female, 36% as male, and 0.1% as non-binary.

Table 3. Overall Voucher Participants (Gender Identity)

Gender	Count	Percent
Female	8,183	64%
Male	4,672	36%
Non-Binary	10	0.1%
Grand Total	12,865	100%

Disability Status: Of the 12,865 tenant-based voucher participants during the study period, 53% reported having a disability and 47% did not report having a disability.

Table 4. Overall Voucher Participants (Disability Status)

Disabled Member(s)	Count	Percent
Disability	6,797	53%
Without disability	6,068	47%
Grand Total	12,865	100%

Households with children: Of the 12,865 tenant-based voucher participants during the study period, 68% did not have children in the household, and 32% had children in the household.

Children	Count	Percent
With Children	4,120	32%
No Children	8,745	68%
Grand Total	12,865	100%

Tenant Based Voucher Participant Demographics

Race: Of the 7,762 tenant-based voucher participants during the study period, 52% have a head of household who is white, 36% have a head of household who is Black, 5% have a head of household who is Asian, 4% have a head of household who is of two or more races, 2% have a head of household who is Indigenous or Native American, and 1% have a head of household who is Hawaiian/Pacific Islander.

Table 6. Tenant Based Voucher Participants (Race)

Race Alone	Count	Percent
Asian	378	5%
Black	2,817	36%
Hawaiian/Pacific Islander	56	1%
Native American	164	2%
White	4,050	52%
Two or More Races	297	4%
Grand Total	7,762	100%

Source: This reflects program participant data from January 1, 2018 to April 30, 2020

Ethnicity: Of the 7,762 tenant-based voucher participants during the study period, 93% were non-Hispanic and 7% were Hispanic/Latinx.

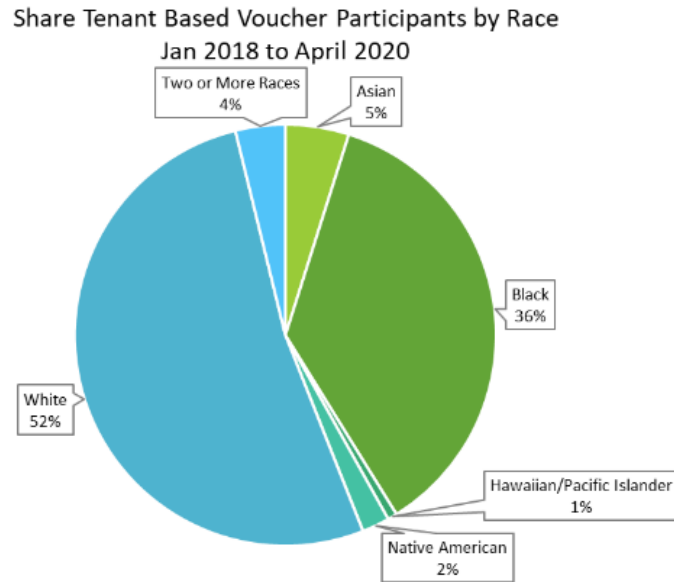
Table 7. Tenant Based Voucher Participants (Ethnicity)

Ethnicity	Count	Percent
Non-Hispanic/Non-Latinx	7,225	93%
Hispanic/Latinx	537	7%
Grand Total	7,762	100%

Gender identity: Of the 7,762 tenant-based voucher participants during the study period, 70% identified as female, 30% as male, and 0.1% as non-binary.

Gender	Count	Percent
Female	5,405	70%
Male	2,353	30%
Non-Binary	4	0.1%
Grand Total	7,762	100%

Chart 2. Share of Tenant Based Voucher Participants (Race)



Source: Home Forward. This reflects program participant data from January 1, 2018 to April 30, 2020.

Table 8. Tenant Based Voucher Participants Disability Status)

Disability Status	Count	Percent
With disability	4,068	52%
Without disability	3,694	48%
Grand Total	7,762	100%

Households with children: Of the 7,762 tenant-based voucher participants during the study period, 65% did not have children in the household, and 35% had children in the household.

Table 9. Tenant Based Voucher Participants (Children)

Children	Count	Percent
With Children	2,755	35%
No Children	5,007	65%
Grand Total	7,762	100%

Project Based Voucher Participant Demographics

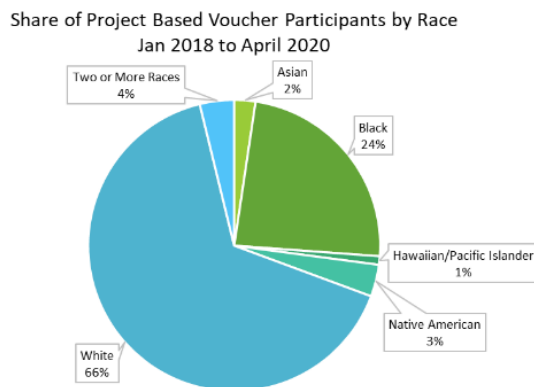
Race: Of the 5,103 tenant-based voucher participants during the study period, 66% have a head of household who is white, 24% have a head of household who is Black, 4% have head of household who is two or more races, 4% have a head of household who is Indigenous or Native American, and 1% have a head of household who is Hawaiian/Pacific Islander

Table 10. Project Based Voucher Participants (Race)

Race Alone	Count	Percent
Asian	120	2%
Black	1,215	24%
Hawaiian/Pacific Islander	48	1%
Native American	181	4%
White	3,345	66%
Two or More Races	194	4%
Grand Total	5,103	100%

Source: Home Forward. This reflects program participant data from January 1, 2018 to April 30, 2020

Chart 3. Share of Project Based Voucher Participants (Race)



Source: Home Forward. This reflects program participant data from January 1, 2018 to April 30, 2020.

Ethnicity: Of the 5,103 tenant-based voucher participants during the study period, 88% were non-Hispanic and 12% were Hispanic/Latinx.

Table 11. Project Based Voucher Participants (Ethnicity)

Ethnicity	Count	Percent
Non-Hispanic/Non-Latinx	4,509	88%
Hispanic/Non-Latinx	594	12%
Grand Total	5,103	100%

Gender identity: Of the 5,103 tenant-based voucher participants during the study period, 54% identified as female, 45% as male, and 0.1% as non-binary.

Table 12. Project Based Voucher Participants (Gender Identity)

Gender	Count	Percent
Female	2,778	54%
Male	2,319	45%
Non-Binary	6	0.1%
Grand Total	5,103	100%

Table 13. Project Based Voucher Participants (Disability Status)

Disabled Member(s)	Count	Percent
With disability	2,729	53%
Without disability	2,374	47%
Grand Total	5,103	100%

Table 14. Project Based Voucher Participants (Children)

Children	Count	Percent
Has Children	1,365	27%
No Children	3,738	73%
Grand Total	5,103	100%

Terminations – Data Overview

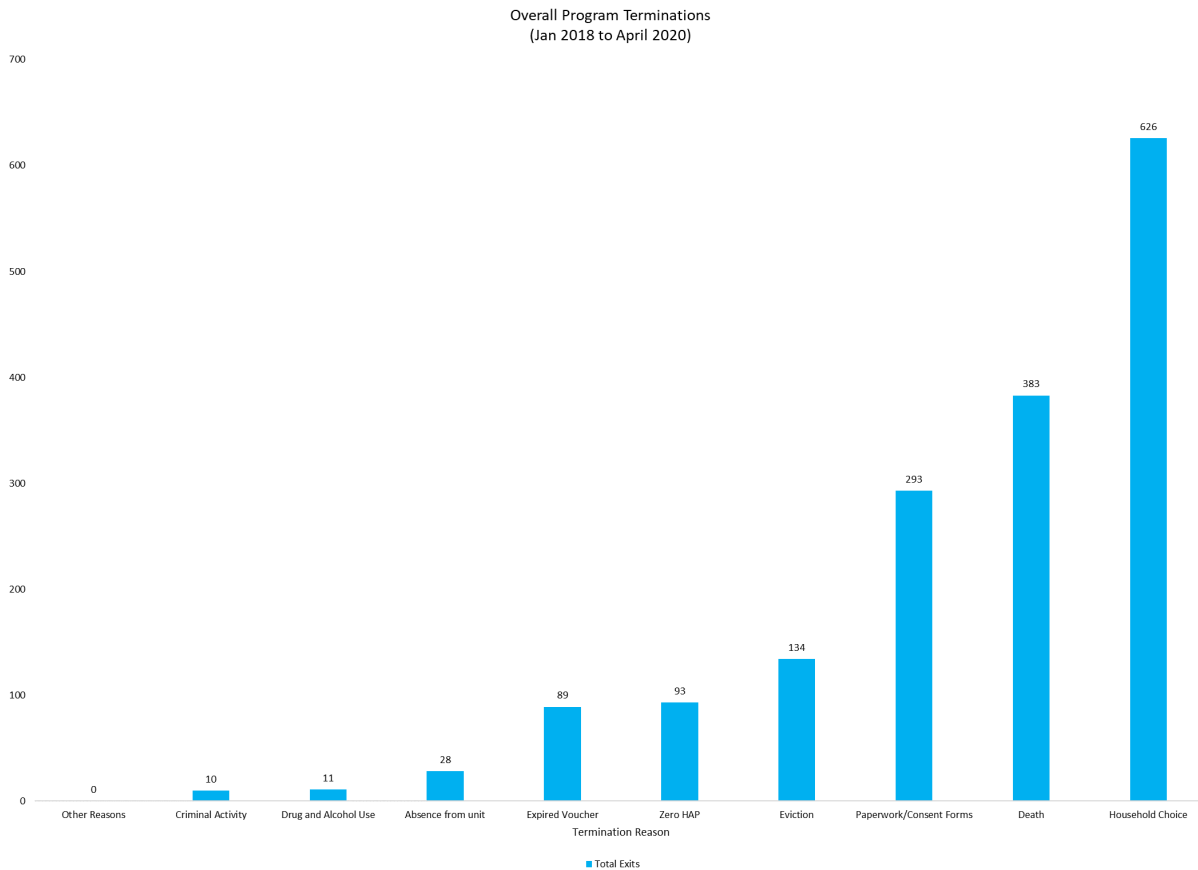
About the data

The data analyzed for this project and presented throughout this document represents exits from the voucher program (project based and tenant-based vouchers) between January 1, 2018 and April 30, 2020. This is a period of two years and three-months, so the data below does not represent annual termination figures. The data will be presented as “compiled” or “overall” if it includes exits from the tenant based and project-based voucher programs.

Overall Program Terminations (termination type)

There were a total of 1,667 program terminations across the study period. As shown in chart 4. below, the top five largest drivers of terminations were: household choice (38%), death (23%), consent forms (18%), eviction (8%) and zero HAP (6%).

Chart 4. Overall Program Terminations by Termination Type

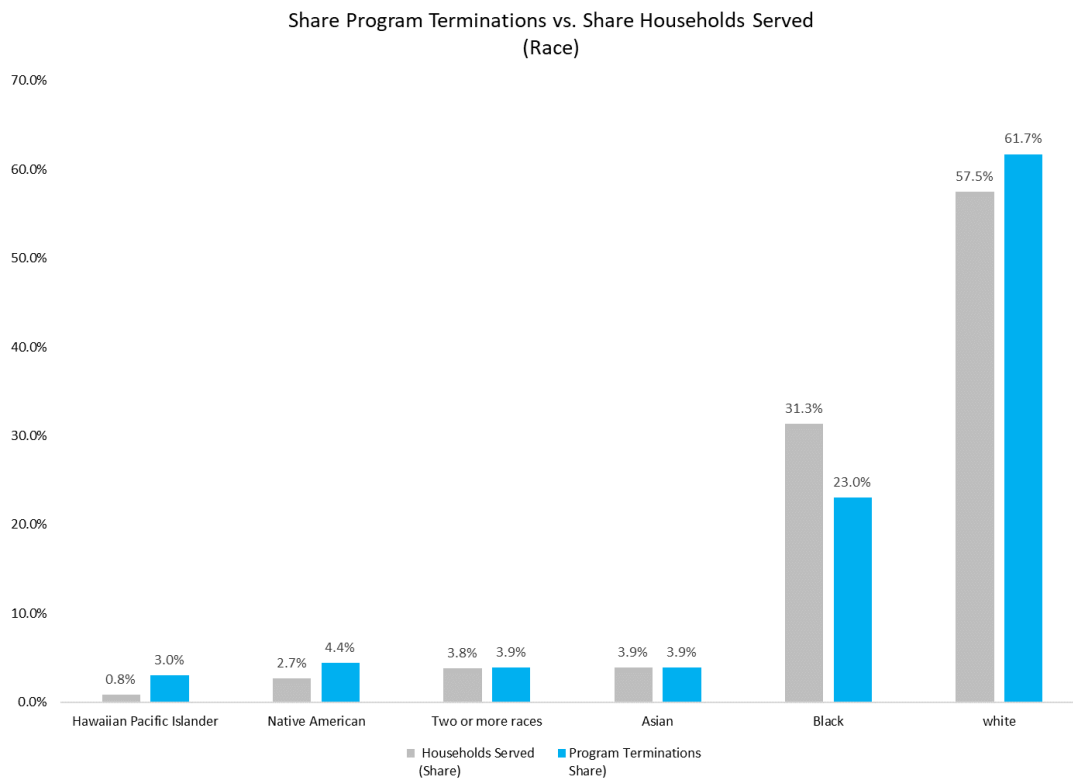


Note: Data was from the period of January 2018 and April 2020 and includes terminations in the project and tenant based voucher programs.

Racial Disparities in Overall Program Terminations

In analyzing racial disparities, we compare share of households served to share of program terminations to identify the gap between these numbers. For example, Asian households are 4% of total households served and also represent 4% of total program terminations so for Asian households, there is not a racial disparity present in program terminations. However, Native American households are 3% of total households served by Home Forward but are 4% of total program terminations, meaning that there is a racial disparity for Native American households who are overrepresented in program terminations by almost 2% compared to the share of households serve who are native American. Chart 6. Presents the same information in a different way by showing the racial disparity itself. In Chart 6, a negative percentage is an “underrepresentation” and a positive percentage means an “overrepresentation.” Given that not all program terminations are “negative”, this data is limited in what it can tell us and explorations of racial disparities within exit types will be more meaningful. For example, the highest termination reason in Chart 4 above is “household choice”.

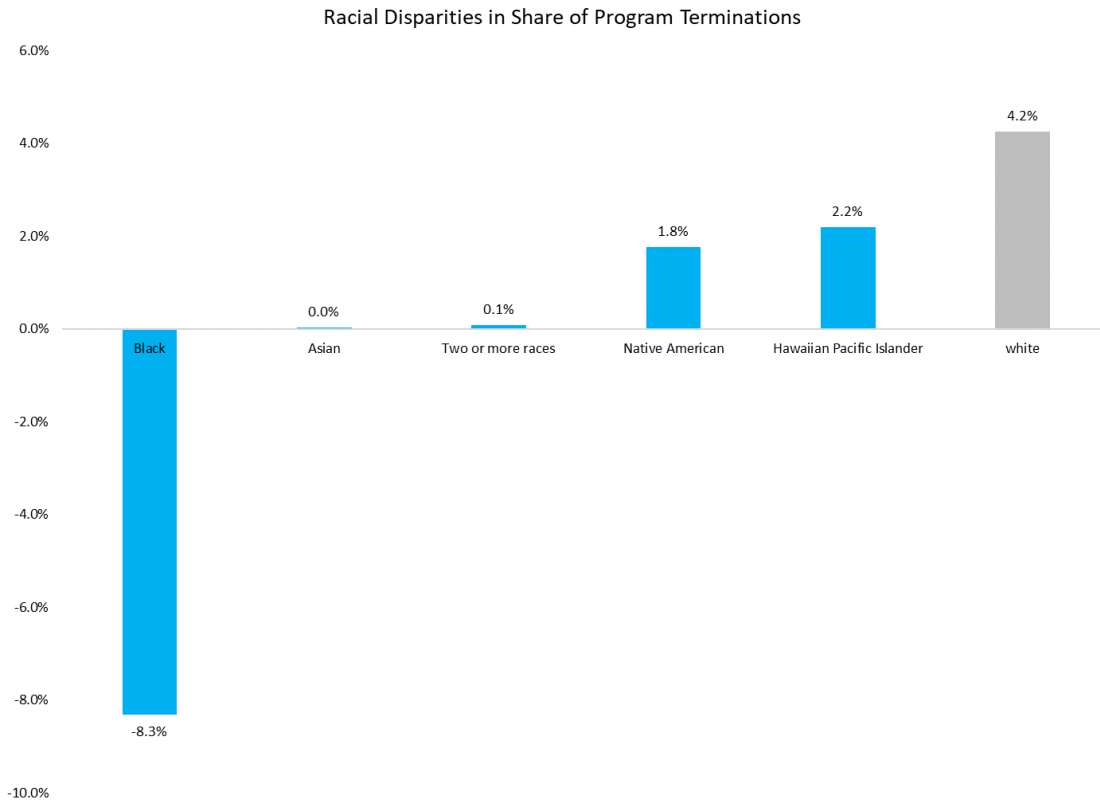
Chart 5. Share of Program Terminations by Share of Households Served (by race)



Note: Data was from the period of January 2018 and April 2020 and includes terminations in the project and tenant based voucher programs.

Again, at this high level of examining the data, what we can interpret from information about racial disparities is limited because this data represents both “positive” and “negative” termination types. However, Black households are underrepresented in termination data by about 8%, and households of two or more races, Native American households, Hawaiian Pacific Islander households, and white households are overrepresented.

Chart 6. Racial Disparities in Share of Program Terminations (by race)

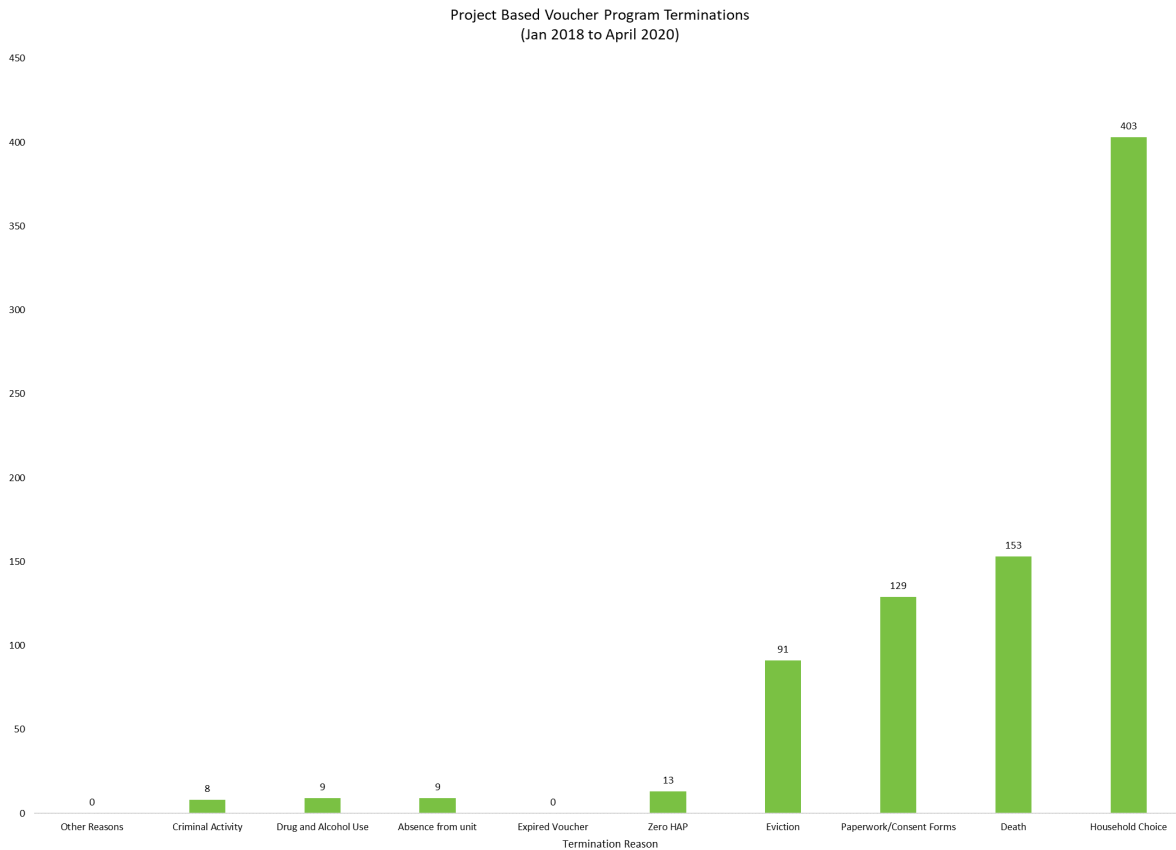


Note: Data was from the period of January 2018 and April 2020 and includes terminations in the project and tenant based voucher programs.

Project Based Voucher Terminations (termination type)

There were a total of 815 program terminations in the project based voucher program during the study period. As shown in chart 7. below, the top five largest drivers of terminations in the project based voucher program were: household choice (49%), death (19%), paperwork/consent forms (16%), eviction (11%) and zero HAP (6%).

Chart 7. Project Based Voucher Terminations by Termination Type

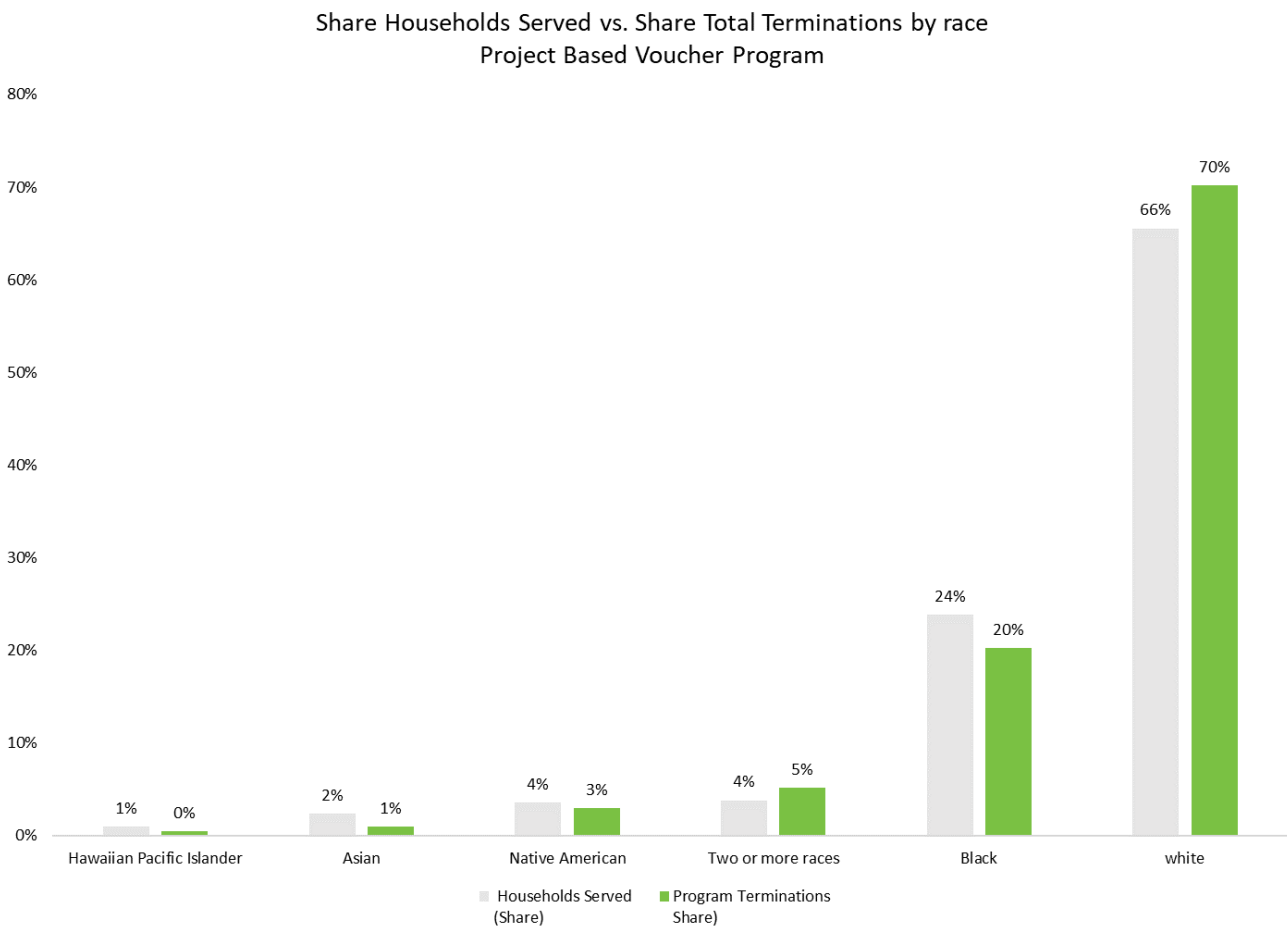


Note: Data was from the period of January 2018 and April 2020 and includes terminations in the project based voucher program.

Racial Disparities in Project Based Voucher Terminations

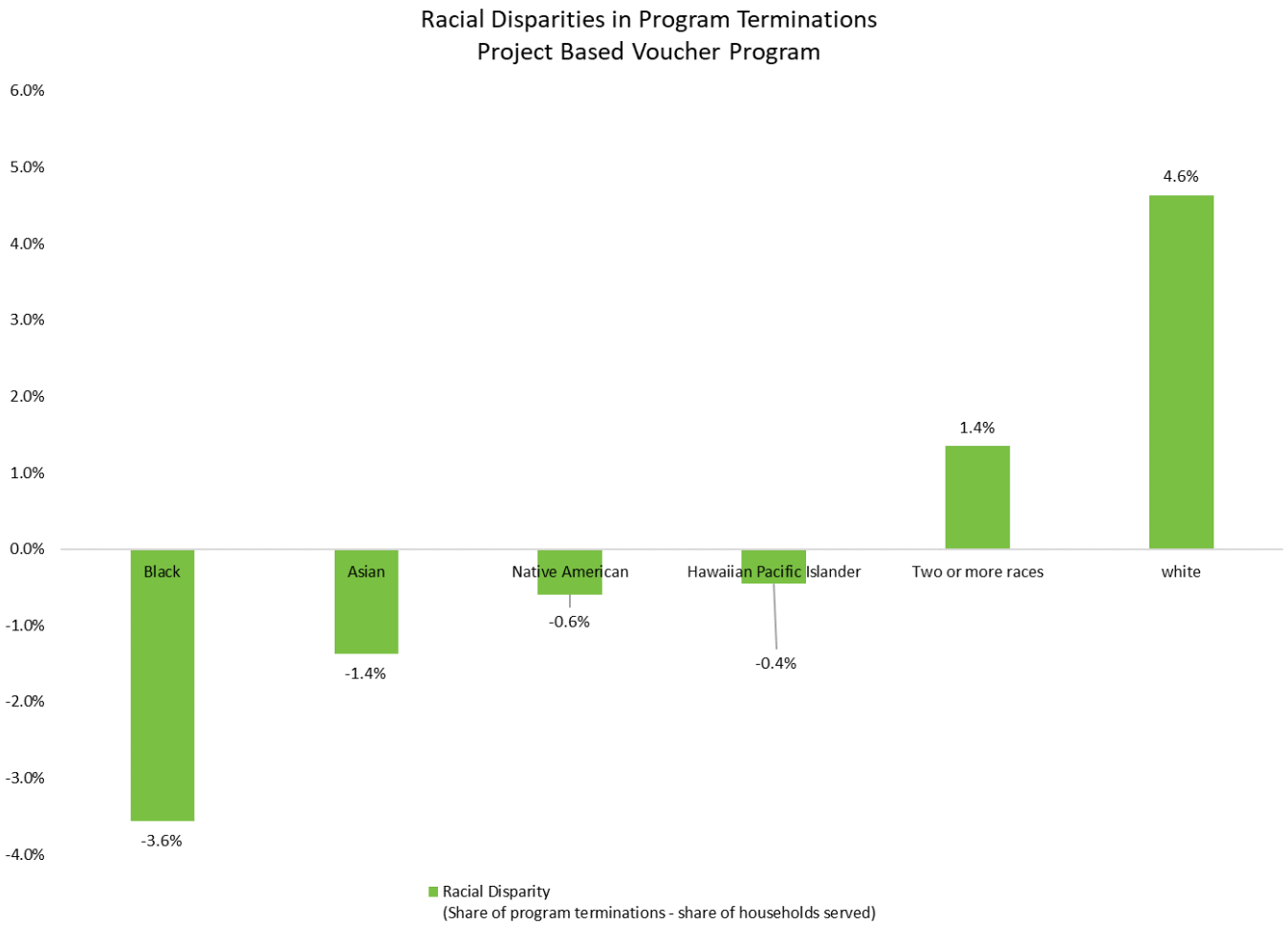
Given that not all program terminations are “negative”, this data is limited in what it can tell us and explorations of racial disparities within exit types will be more meaningful. However, Chart 9 shows an overrepresentation of white households (4.6%) and households of two or more races (1.4%) in program terminations within the project-based voucher program. Households that are underrepresented in program terminations compared the share of households served include: Hawaiian Pacific Islander households (-0.4%), Native American households (-0.6%), Asian households (-1.4%) and Black households (-3.6%).

Chart 8. Share of Project Based Voucher Program Terminations by Share of Households Served (by race)



Note: Data was from the period of January 2018 and April 2020 and includes terminations in the project based voucher program.

Chart 9. Racial Disparities in Share of Project Based Voucher Terminations (by race)

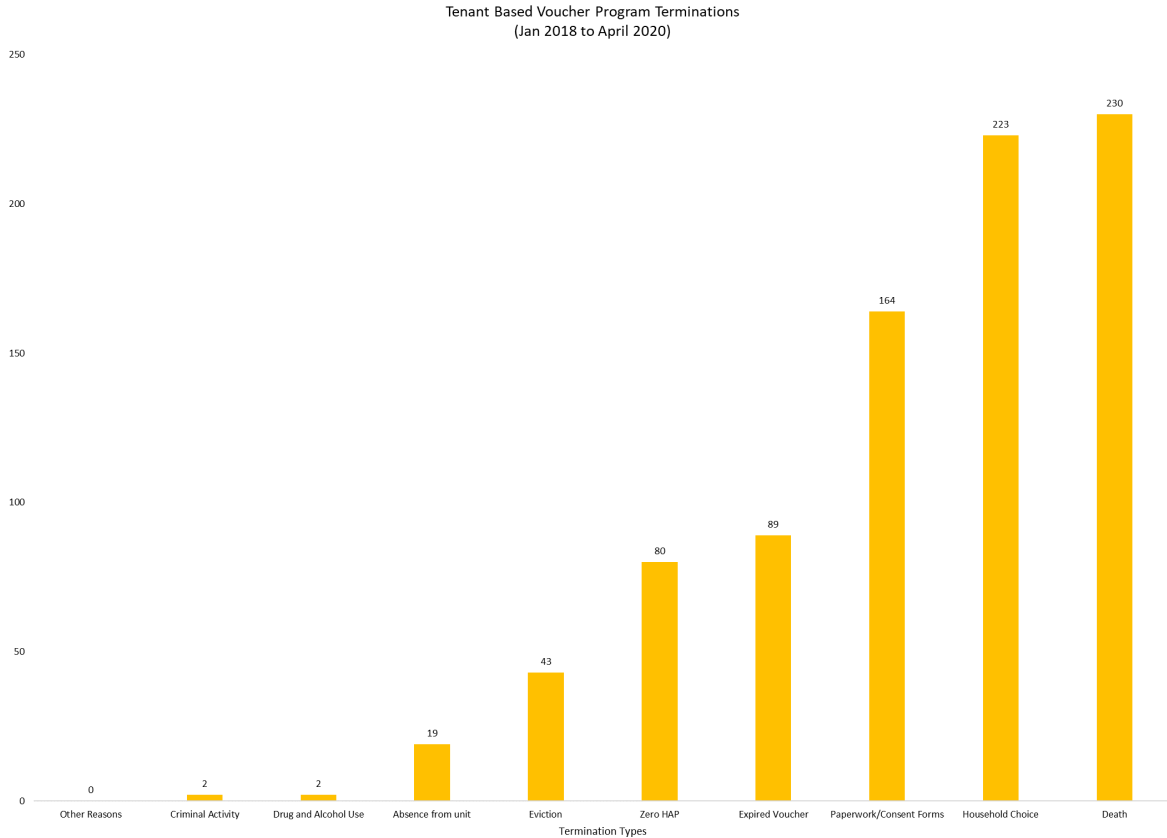


Note: Data was from the period of January 2018 and April 2020 and includes terminations in the project based voucher program.

Tenant Based Voucher Terminations (termination type)

There were a total of 852 program terminations in the tenant based voucher program during the study period. As shown in chart 11. below, the top five largest drivers of terminations in the tenant based voucher program were: death (27%), household choice (26%), paperwork/consent forms (19%), eviction (5%) and absence from unit (2%).

Chart 10. Project Based Voucher Terminations by Termination Type

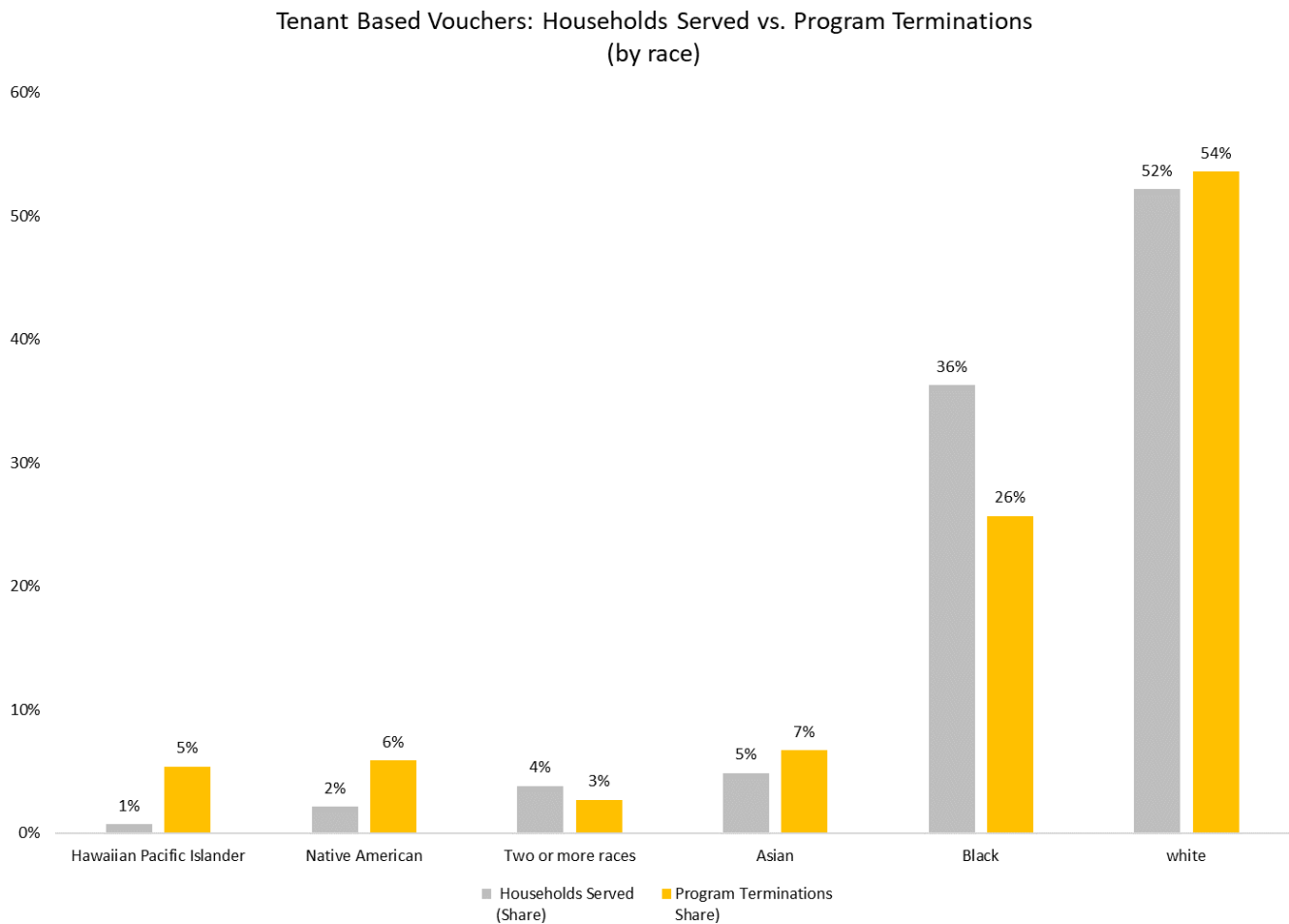


Note: Data was from the period of January 2018 and April 2020 and includes terminations in the tenant-based voucher program.

Racial Disparities in Tenant Based Voucher Terminations

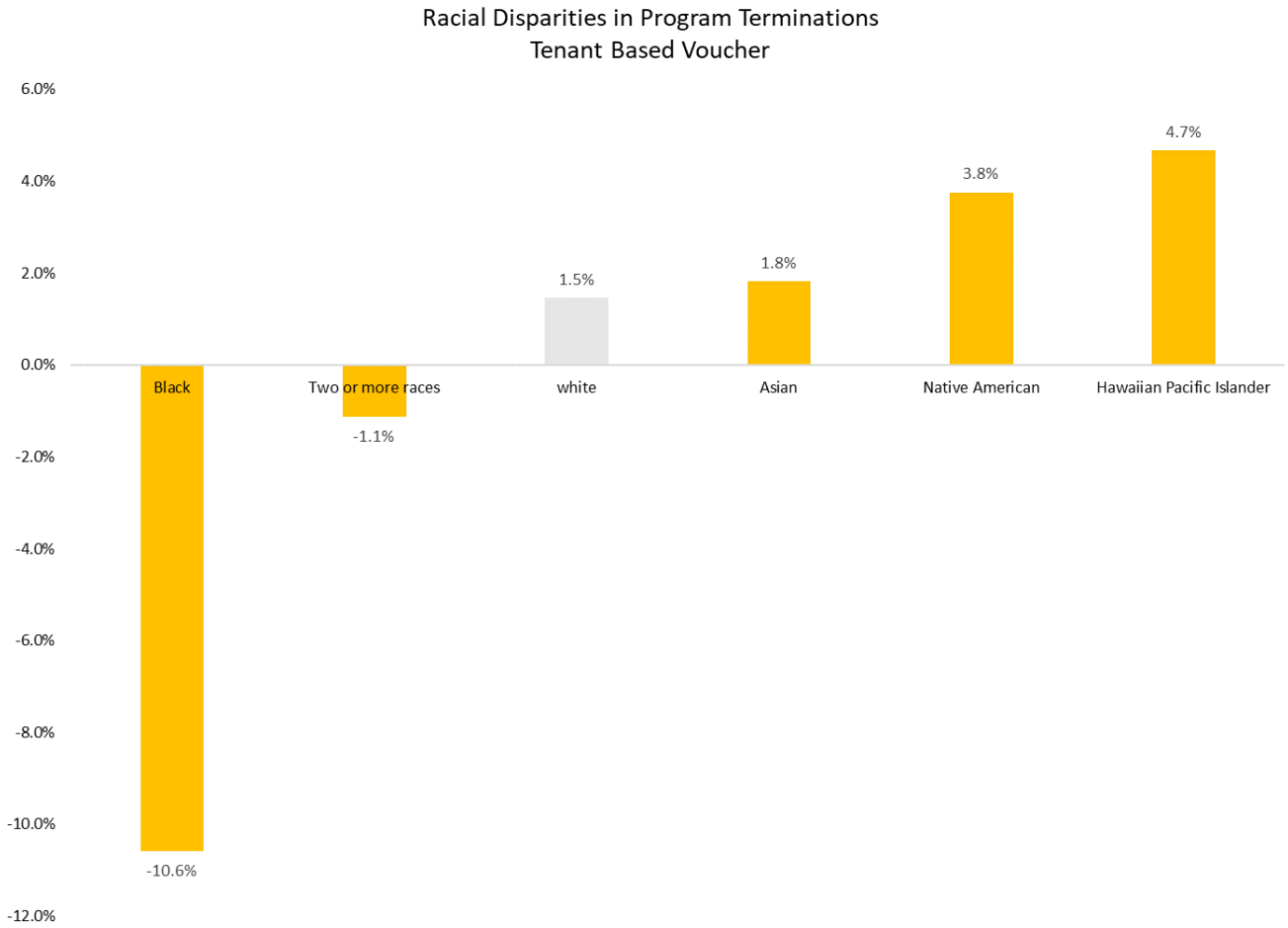
Given that not all program terminations are “negative”, this data is limited in what it can tell us and explorations of racial disparities within exit types will be more meaningful. However, Chart 12 shows an overrepresentation of Hawaiian Pacific Islander households (4.7%), Native American households (3.8%), and Asian households (1.5%) in program terminations within the tenant-based voucher program. Households that are underrepresented in program terminations compared the share of households served include: households of two or more races (-1.1%) and Black households (-10.6%).

Chart 11. Share of Project Based Voucher Program Terminations by Share of Households Served (by race)



Note: Data was from the period of January 2018 and April 2020 and includes terminations in the tenant-based voucher program.

Chart 12. Racial Disparities in Share of Project Based Voucher Terminations (by race)



Note: Data was from the period of January 2018 and April 2020 and includes terminations in the tenant-based voucher program.

Termination Reasons: Evaluation & Recommendations

Voluntary/Household Choice

Current Policy

HUD Requirements: None

Home Forward Policy:

It is Home Forward's policy that a household can terminate their assistance at any time.

Home Forward prefers that the request to terminate assistance be made in writing and signed by the head of household, and spouse or cohead if applicable. If a household does not provide a written signed notification, Home Forward will accept a verbal notification from the head of household, spouse, or cohead. Home Forward will then send a confirmation notice to the family and the owner within 15 business days of the family's request.

Evaluation

Summary of Quantitative Findings

The quantitative data Home Forward has related to this termination reason is poor and does not accurately reflect terminations that were solely initiated by the household. Home Forward staff will sometimes code a termination as "voluntary" in the project-based voucher context if a household moves after receiving a lease termination notice. The rationale for this is to prevent a household from having an eviction on their record which would be a rental barrier for that household. However, Home Forward could improve how staff code this data to ensure we are accurately estimating households requesting termination of their assistance as opposed to capturing households that are exiting as a result of lease enforcement. It was also discussed that staff sometimes code an exit as "voluntary" when the household does not complete their paperwork/consent forms. Due to the inconsistency in coding, this data does not accurately reflect truly voluntary terminations.

During the study period, "household choice" was the highest reason for termination out of 10 termination reasons. During the study period, there were 626 program terminations, representing 38% of all program terminations, coded as "voluntary" terminations: 403 project-based voucher holders and 223 tenant-based voucher holders.

Given the potential for "voluntary" terminations in the project-based voucher context to include lease enforcement related terminations, the disparities in this data should be considered by subsidy type.

Tenant-based voucher holders

The following demographic groups with a tenant-based voucher were overrepresented in “voluntary” terminations compared to their share of the total population served:

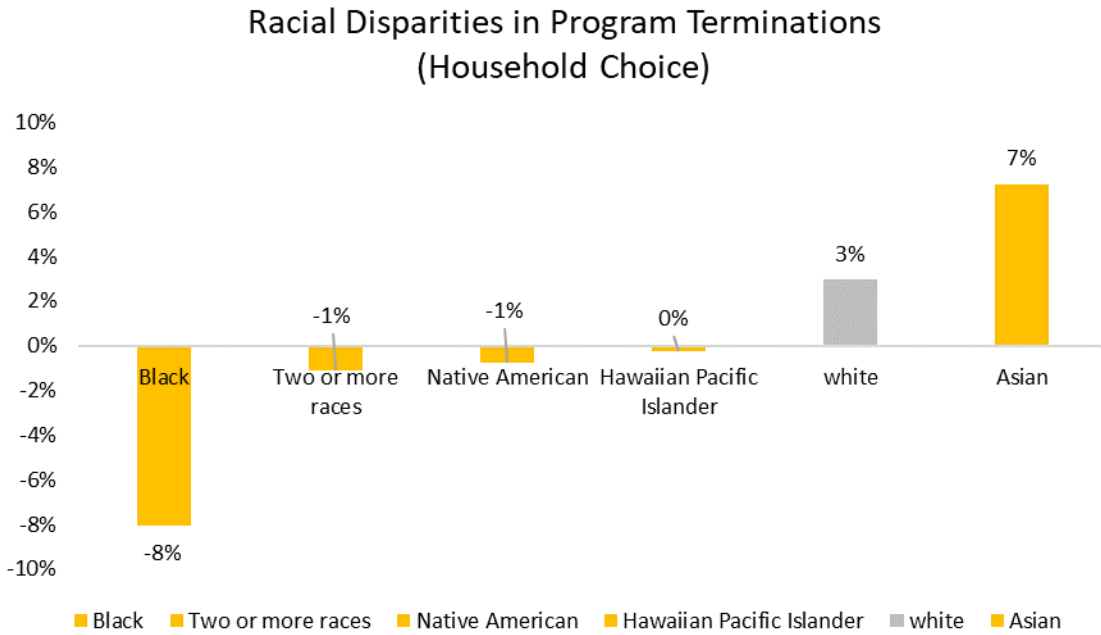
Table 21. Overrepresentation in “voluntary” terminations – tenant-based voucher holders

Demographic Category	Demographic Characteristic	Share of population served	Number of terminations (Voluntary)	Share of exits (Voluntary)	Disparity (Share of voluntary exits – share of households served)
Race	Asian	4.9%	27	12.1%	7.2%
Race	white	52.2%	123	55.2%	3.0%
Ethnicity	Non-Hispanic	93.1%	208	93.3%	0.2%
Gender identity	Male	30.3%	74	33.2%	2.9%
Disability Status	No Disability	47.6%	122	54.7%	7.1%
Familial Status	Children	35.5%	85	38.1%	2.6%

Table 22. Racial disparities in program terminations due to “household choice” – tenant based voucher holders

Race	Population Served (Total)	Population Served (Share)	Number of terminations	Share of exits	Disparity (Share of exits due to absence from unit – share of households served)
Asian	378	4.9%	27	12.1%	7.2%
Native American	164	2.1%	3	1.3%	-0.8%
Black	2817	36.3%	63	28.3%	-8.0%
white	4,050	52.2%	123	55.2%	3.0%
Hawaiian Pacific Islander	56	0.7%	1	0.4%	-0.3%
Two or more races	297	3.8%	6	2.7%	-1.1%
Total	7762	100.0%	223	100.0%	0.0%

Chart 17. Racial disparity in tenant-based voucher program termination due to “household choice”



Project-based voucher holders

The following demographic groups with a project-based voucher were overrepresented in “voluntary” terminations compared to their share of the total population served:

Table 23. Overrepresentation in “voluntary” terminations – project-based voucher holders

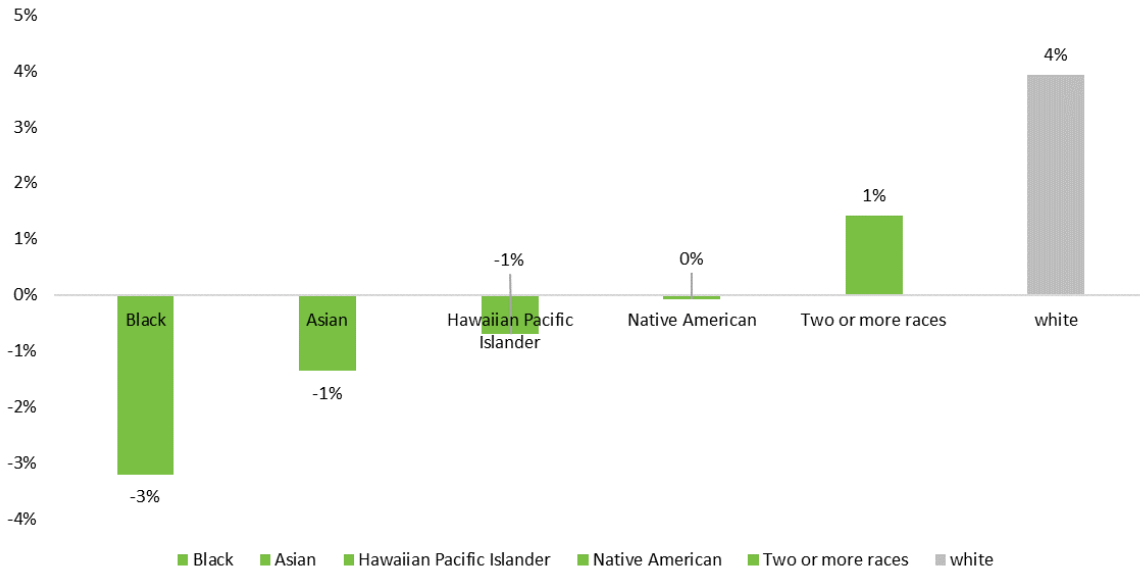
Demographic Category	Demographic Characteristic	Share of population served	Number of terminations (Voluntary)	Share of exits (Voluntary)	Disparity (Share of voluntary exits – share of households served)
Race	Two or more races	3.8%	21	5.2%	1.4%
Race	white	65.5%	280	69.5%	3.9%
Ethnicity	Hispanic/Latinx	11.6%	50	12.4%	0.8%
Gender identity	Female	54.4%	230	57.1%	2.6%
Disability Status	No Disability	46.5%	209	51.9%	5.3%
Familial Status	Children	26.7%	130	32.3%	5.5%

Table 24. Racial disparities in program terminations due to “household choice” – project based voucher holders

Race	Population Served (Total)	Population Served (Share)	Number of terminations	Share of exits	Disparity (Share of exits due to absence from unit – share of households served)
Asian	120	2%	4	1%	-1.4%
Native American	181	4%	14	3%	-0.1%
Black	1215	24%	83	21%	-3.2%
white	3,345	66%	280	69%	3.9%
Hawaiian Pacific Islander	48	1%	1	0%	-0.7%
Two or more races	194	4%	21	5%	1.4%
Total	5103	100%	403	100%	0.0%

Chart 18. Racial disparities in project-based voucher program termination due to “household choice”

Racial Disparities in Program Terminations (Household Choice)



Summary of Work Group Discussion

The work group discussed the importance of household's having the choice to terminate their assistance at any time, for any reason.

Most of the discussion about this termination reason, the work group discussed the need to improve coding for this termination reason to ensure we are accurately estimating the number of terminations that are truly voluntary as opposed to termination reasons that are really the result of lease enforcement or some other reason. The work group discussed that having this clarity is important

Policy Recommendations

HUD Requirements: Not applicable

Home Forward Policy: No change

Home Forward Practice:

1. Do not consider it a "household choice" or "voluntary" exit if someone is leaving for any reason other than their affirmative request to terminate.
2. Ensure that we have a code/drop down for each termination reason. Properly code that the exit is due to "threat of eviction".

Advocacy: None

Policy Parking Lot:

1. Evaluate voucher eligibility criteria related to eviction history with a racial equity framework. Staff said that they will code lease enforcement related exits from a project based voucher unit as voluntary is to avoid the household being labeled as "evicted" because this would be a barrier to accessing housing or rent assistance in the future, including Home Forward housing. Specifically, we have eligibility criteria related to a household being evicted from federally assisted housing in the past 5 years. We should reconsider this criteria if it creates a barrier we are actively trying to work around in other program areas.
2. Evaluate Home Forward's resident screening criteria related to past eviction with racial equity framework.

Consensus: Yes

Why: The primary values that informed this recommendation were: autonomy, transparency, and accountability. Households have the autonomy to decide when they no longer want assistance. Home Forward needs to be transparent about the impact of our programs so we can be accountable to the public and people we serve about how our programs

Death of Sole Household Member

Current Policy

HUD Requirements:

In PIH Notice 2010-19, HUD requires that housing authorities not make subsidy overpayments on behalf of deceased single member households.

Home Forward Policy:

In compliance with HUD PIH Notice 2010-19, Home Forward's policy is to immediately terminate program assistance for deceased single member households.¹

Evaluation

Summary of Quantitative Findings

During the study period, death was the second highest program termination reason overall. There were 383 program terminations as a result of death of the sole household member: 153 project-based voucher holders and 230 tenant-based voucher holders. There were demographic disparities for this termination reason that were consistent across the combined data (both tenant-based and project-based vouchers), the tenant-based voucher data alone, and the project-based voucher data alone. Across all of these categories, the following demographic groups were disproportionately terminated as a result of death of the sole household member compared to their share of the total population served: white households, non-hispanic households, male headed households, households with a disability, and households without children. For this program termination reason, we focused on overrepresentation because "death" is not a voluntary or "positive" exit.

¹ Home Forward's Administrative Plan, Chapter 12, "Death of Sole Household Member", 2020, pg 12-6.

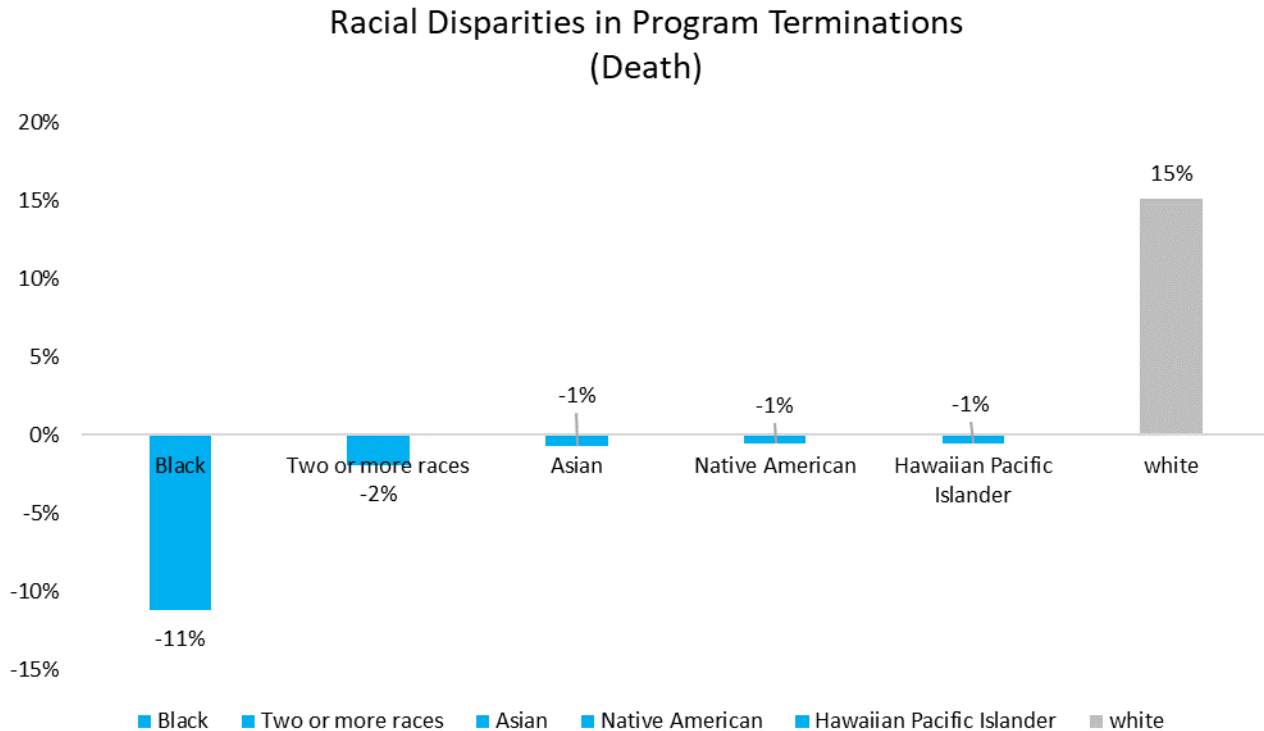
Table 15. Overrepresentation in termination due to death (all demographic characteristics)

Demographic Category	Demographic Characteristic	Share of population served	Number of terminations (Death)	Share of exits (Death related)	Disparity (Share of exits due to death – share of households served)
Race	White	57%	278	73%	15.1%
Ethnicity	Non-Hispanic	91.2%	368	96.1%	4.9%
Gender identity	Male	36.3%	210	54.8%	18.5%
Disability Status	With disability	52.8%	303	79.1%	26.3%
Familial Status	No Children	68.0%	374	97.7%	29.7%

Table 16. Racial Disparities in Program Terminations (Death)

Race	Total Households Served	Share of Households Served	Exit (Death)	Share of Exits (Death Related)	Disparity (Share of exits due to death - share of households served)
Asian	498	4%	12	3%	-0.7%
Native American	345	3%	8	2%	-0.6%
Black	4032	31%	77	20%	-11.2%
white	7,395	57%	278	73%	15.1%
Hawaiian Pacific Islander	104	1%	1	0%	-0.5%
Two or more races	491	4%	7	2%	-2.0%
Grand Total	12865	100%	383	100%	0.0%

Chart 14. Racial disparity in program termination due to death



Summary of Work Group Discussion

Although the work group agreed that it makes sense to terminate a household's assistance is the sole member of the household dies, we discussed the circumstance where the household member has a live-in care giver who is impacted by the loss of housing assistance. Although Home Forward does have a policy to add a household member, there are restrictions on who can be added. In care giving situations, staff shared that a household may choose to have the person stay with them as a caregiver as opposed to adding them to the household because this way, their income won't be counted towards the household's income which determines their rent calculation. A Home Forward staff person shared a specific story where the sole household member was a father whose son come to live with him as a live-in care giver. The son moved states and quit his job to take care of his father. When the father died, the son continued to live in the home. In accordance with our policy, Home Forward terminated assistance for the household upon learning of the death of the father which resulted in the son facing eviction and owing Home Forward for overpaid rent. At this point, the son was out of work, facing eviction, grieving the death of his father, and owed money to Home Forward.

Policy Recommendations

HUD Requirements: No recommended change

Home Forward Policy: No recommended change. Continue to terminate assistance if sole household member dies.

Advocacy: None

Policy Parking Lot: The policy work group recommended that Home Forward evaluate the following policies in response to the discussion about termination of assistance due to death of sole household member:

1. Add Household Member Policy
2. Live in care giver policy

The items in the policy parking lot are intended to foster discussion about potential ways to: (1) remove barriers for income eligible care givers to be added to the household to provide housing stability for them in the case the ill sole household member dies, (2) provide a humane transition period for live in care givers who may need time to find housing after the sole household member dies.

Consensus: Yes

Why: Terminating assistance in the case a sole household member dies is reasonable.

Paperwork/Consent forms

Current Policy

HUD Requirements:

(3) The PHA must deny admission to the program for an applicant, or terminate program assistance for a participant, if any member of the family fails to sign and submit consent forms for obtaining information in accordance with part 5, subparts B and F of this title.²

Home Forward Policy:

Home Forward proposes termination if a household does not complete the paperwork/consent forms necessary to recertify the household's program eligibility, as required by HUD.

Same as HUD requirement

Home Forward Practice:

Although the process is not detailed in Home Forward's administrative plan, Home Forward begins reaching out to participants 120 days prior to their re-certification, which includes the required paperwork/consent forms, are due. Home Forward staff reach out a minimum of two times and if they do not hear anything from the household, they will propose termination.

Evaluation

Summary of Quantitative Findings

During the study period, 293 households had their assistance terminated as a result of not completing their re-certification and completing their paperwork/consent forms which is the third highest reason for program terminations. There were 164 households in the tenant based voucher program and 129 households in the project based voucher program whose assistance was terminated due to not completing their paperwork.

The following demographic groups were overrepresented in terminations as a result of not completing or returning paperwork/consent forms:

² 24 CFR 982.552 (3)

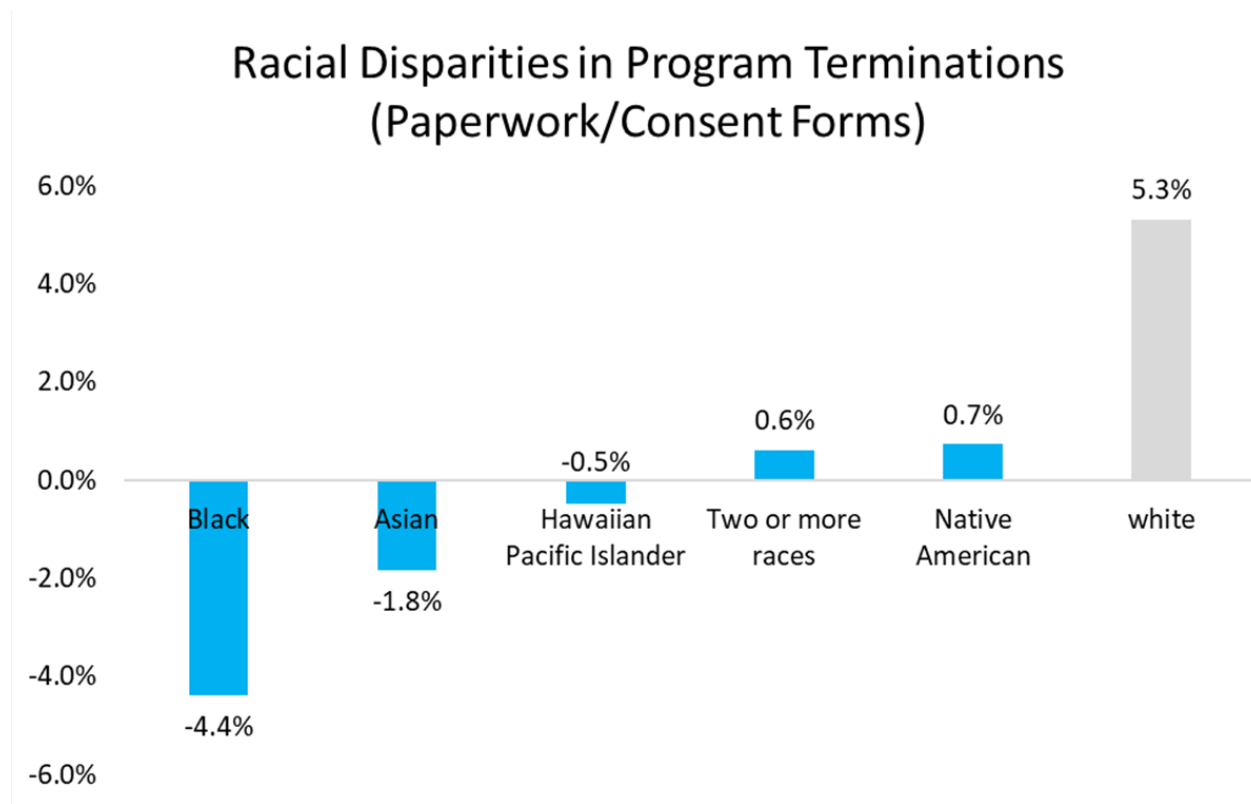
Table 27. Overrepresentation in termination due to paperwork/consent forms (by demographic characteristic)

Demographic Category	Demographic Characteristic	Share of population served	Number of terminations (Paperwork/consent forms)	Share of exits (Paperwork/consent forms)	Disparity (Share of consent form exits – share of households served)
Race	Native American	2.7%	10	3%	0.7%
Race	Two or more races	3.8%	13	4%	0.6%
Race	white	57.5%	184	63%	5.3%
Ethnicity	Non Hispanic	91.2%	272	93%	1.6%
Gender identity	Male	36.3%	137	47%	10.4%
Disability Status	No Disability	47.2%	143	49%	1.6%
Familial Status	No Children	68.0%	217	74%	6.1%

Table 28. Racial disparities in program terminations due to paperwork/consent forms

Race	Population Served (Total)	Population Served (Share)	Number of terminations	Share of exits	Disparity (Share of exits due to absence from unit – share of households served)
Asian	498	4%	6	2%	-1.8%
Native American	345	3%	10	3%	0.7%
Black	4032	31%	79	27%	-4.4%
white	7,395	57%	184	63%	5.3%
Hawaiian Pacific Islander	104	1%	1	0%	-0.5%
Two or more races	491	4%	13	4%	0.6%
Grand Total	12865	100%	293	100%	0.0%

Chart 20. Racial disparities in program termination due to “paperwork/consent forms”



Summary of Work Group Discussion

The work group discussed a desire to align the minimum outreach strategy in the Rent Assistance Department with the Property Management Department’s minimum outreach practices. The property management department reaches out a minimum of three times using different methods for communication.

The work group discussed that if Home Forward makes it possible to process recertifications online, we should consider allowing auto-population of previous recertification information to reduce burden of completing the forms for residents and participants. We discussed that some fields should not auto-populate because it’s important the information is accurate, and we need verification. The group discussed that if this is a possibility, there should be a participant focused work group to inform how this should work.

The work group discussed reinstating assistance after termination for not completing paperwork/consent forms in extenuating circumstances. Staff provided an example of doing this once in the past for extenuating circumstances. In terms of how long to provide households prior to reinstating, the work group discussed needing to align any extensions with other reporting requirements/expiration dates.

Policy Recommendations

HUD Requirements: None

Home Forward Policy:

1. Outline the minimum outreach requirements in the Administrative Plan:
 - a. Staff must reach out a minimum of three times if a voucher holder has not completed paperwork.
 - b. Reach out using multiple (at least two) methods: written, phone call, voice mail, text and make it clear to participants what the deadline for completion of the paperwork is.
2. Allow person whose assistance has been terminated due to failure to complete paperwork/consent forms an opportunity to reinstate assistance after termination for extenuating circumstances if their termination occurred in the past 180 days.

Home Forward Practice: None

Advocacy: None

Policy Parking Lot:

1. Home Forward should consider adding capacity to allow staff (designated participant support staff) to offer to help enter the information online with the tenant.
2. Home Forward should try and allow recertification information to auto-populate information from previous re-certification so tenant only needs to update areas that have changed (e.g., tax software). If Home Forward has this ability, there should a participant centered work group to determine how this information is populated.

Consensus: Yes

Why: Flexibility, compassion: people have a lot on their plates and we need to reduce barriers and provide support. Mutual accountability (staff need to complete certification for HUD)

Eviction

Current Policy

HUD Requirements:

(2) The PHA must terminate program assistance for a family evicted from housing assisted under the program for serious violation of the lease. ³

Home Forward Policy⁴:

Home Forward's policy is to terminate a household's assistance if they are evicted. Home Forward may terminate a household's assistance if they move after receiving a termination notice for a serious or repeated violations of the lease.

A family will be considered evicted if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance is not mandatory. In such cases the PHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures described in

Section 12-11.C. In making its decision, the PHA will consider the factors described in Sections 12-11.D and 12-11.E. Upon consideration of such factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests.

³ 24 CFR 982.552(b)(2)

⁴ Home Forward Administrative Plan, Pg 12-3, Date Accessed: September 21, 2021.

Evaluation

Summary of Quantitative Findings

During the study period, 134 households had their assistance terminated as a result of eviction which is the fourth highest reason for program terminations, representing 8% of all program terminations. There were 43 households in the tenant based voucher program and 91 households in the project based voucher program whose assistance was terminated due to not completing their paperwork.

The following demographic groups were overrepresented in terminations as a result of eviction:

Table 29. Overrepresentation in termination due to evictions (by demographic characteristic)

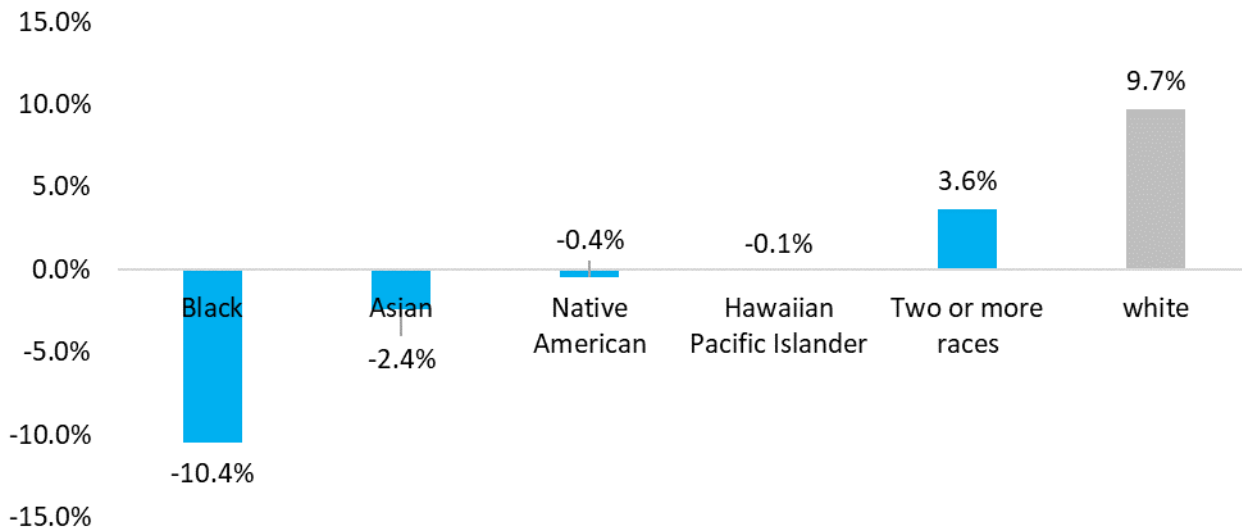
Demographic Category	Demographic Characteristic	Share of population served	Number of terminations (Eviction)	Share of exits (Eviction)	Disparity (Share of eviction exits – share of households served)
Race	white	57.5%	90	67%	9.7%
Race	Two or more races	3.8%	10	7%	3.6%
Ethnicity	Non Hispanic	91.2%	125	93.3%	2.1%
Gender identity	Male	36.3%	62	46.3%	10%
Disability Status	Disability	47.2%	75	56%	3.1%
Familial Status	No Children	68.0%	105	78.4%	10.4%

Table 30. Racial disparities in program terminations due to eviction

Race	Population Served (Total)	Population Served (Share)	Number of terminations	Share of exits	Disparity (Share of exits due to absence from unit – share of households served)
Asian	498	4%	2	1%	-2.4%
Native American	345	3%	3	2%	-0.4%
Black	4032	31%	28	21%	-10.4%
white	7,395	57.5%	90	67%	9.7%
Hawaiian Pacific Islander	104	1%	1	1%	-0.1%
Two or more races	491	4%	10	7%	3.6%
Grand Total	12865	100%	134	100%	0.0%

Chart 20. Racial disparities in program termination due to eviction

Racial Disparities in Program Terminations (Eviction)



Summary of Work Group Discussion

The work group discussed that eviction is largely a landlord tenant issue and that eviction by itself is a negative housing outcome for a voucher participant. Having your rent assistance terminated in addition to being evicted creates multiple housing barriers at once which negatively impacts housing stability. The work group discussed that if we reduce the circumstances under which we terminate someone's assistance due to eviction, we may see an increase in program terminations for expired vouchers. This is because a participant who is evicted may have difficulty finding another place to use their voucher unless they can demonstrate that they have sufficiently addressed the rental barrier that led to the eviction. That said, the work group discussed wanting people to have a chance to use their voucher elsewhere prior to being terminated from the program.

Policy Recommendations

HUD Requirements:

The work group could not reach consensus on this but a majority of work group participants supported **Recommendation #2**:

1. Recommend that HUD not require PHAs to terminate assistance for eviction due to “serious violation of the lease”
2. **Recommend that HUD define “serious” to align with Oregon’s legal definition of “extreme or outrageous acts” that warrant a 24-lease termination notice.**

Consensus: No

The primary supporting reason for recommendation #1 above was to promote housing stability by not adding additional rental barriers for a participant who is experience eviction.

The supporting reason for recommendation #2 instead above was that the work group largely agreed that if someone committed an act that resulting in a 24-hour eviction that is reasonable cause to terminate assistance. If HUD prevented housing authorities from considering serious violations of the lease, PHAs may be more likely to rely on criminal history in making termination decisions and eviction history is a more relevant indicator of how someone may be as a tenant than criminal history. The group also discussed that recommendation #2 would prevent housing authorities from terminating assistance for lease violations like nonpayment of rent which is not a “serious violation” and further penalizes people who are shelter burdened and struggle to pay their rent, even with a voucher.

Home Forward Policy:

1. Define “serious lease violation” as: eviction for a 24-hour notice (extreme or egregious act) as defined in Oregon Statute, except do not consider 24-hour notice evictions related to⁵:
 - a. Prostitution;
 - b. Manufacture of cannaboid extract;
 - c. The tenant intentionally provided substantial false information on the application for the tenancy within the past year;
 - d. Drug possession.
2. Remove consideration of lease violations that do not result in an eviction judgment for a “serious” violation of the lease as outlined above. This includes removing “repeated violation of lease” as a reason to propose termination of a household as this is not a HUD requirement.

⁵ This list of exclusions align with our new legal fees policy related to not charging legal fees except in extreme cases, including eviction for 24-notice, but excluding the 24-notice reasons listed above as well.

Consensus: Consensus on items #1 (a) – (d), and #2. There was not consensus on whether, within the definition of “extreme or egregious act”, we should only consider intentional property damage if the damage was not caused as the result of a mental health issue. Ultimately, the majority of work group members agreed that we should consider intentional property damage and a judge could decide whether to grant a resident a reasonable accommodation for a mental health issue. That’s not something Home Forward would have adequate information to be able to determine.

Advocacy:

- Advocate for additional resources to be able to provide more housing stability supports for voucher holders, including referrals to supports and services as needed.

Policy Parking Lot:

- Home Forward should consider creating a resource list for voucher holders

Zero “Housing Assistance Payment” (0 HAP)

Current Policy

HUD Requirements: HUD requires public housing authorities to automatically terminate assistance 180 days after the last payment to the owner.

The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner (24 CFR 982.455).

Home Forward Policy:

In alignment with HUD’s requirement, Home Forward automatically terminates a household’s assistance 180 days after the last payment to the owner. However, if a household reports a change in income within the 180 day period, Home Forward can complete a re-certification that could result in resuming HAP payments to the owner.

As a family’s income increases, the amount of housing assistance payment decreases. If the amount of assistance provided by the PHA is reduced to zero, the family’s assistance terminates automatically 180 days after the last HAP payment.

PHA Policy

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period. (Admin Plan, pg 12-2).

Evaluation

Summary of Quantitative Findings

During the study period, 93 households had their assistance terminated as a result of 0 HAP which is the fifth highest reason for program terminations, representing 6% of all program terminations. There were 80 households in the tenant-based voucher program and 13 households in the project based voucher program whose assistance was terminated due to 0 HAP.

The following demographic groups were overrepresented in terminations as a result of 0 HAP:

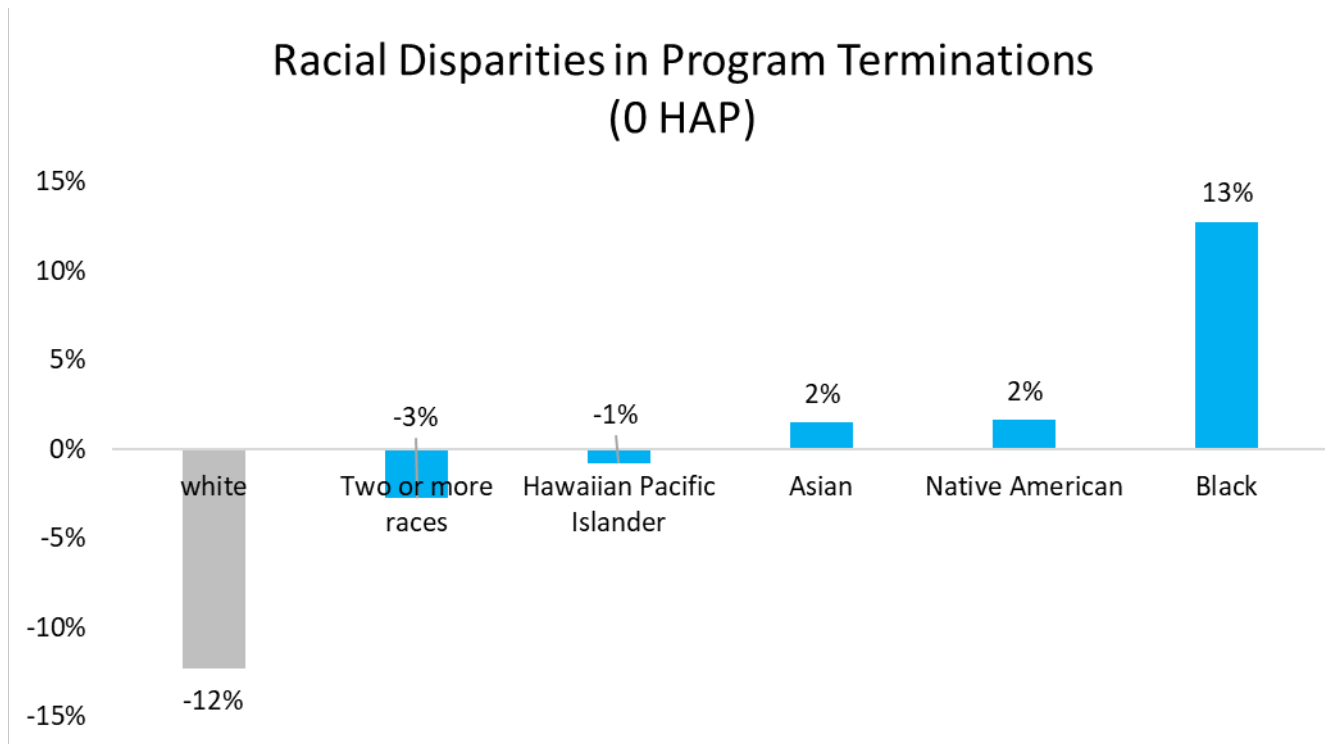
Table 31. Overrepresentation in termination due to 0 HAP (by demographic characteristic)

Demographic Category	Demographic Characteristic	Share of population served	Number of terminations (0 HAP)	Share of exits (0 HAP)	Disparity (Share of eviction 0 HAP – share of households served)
Race	Asian	3.87%	5	5%	1.51%
Race	Native American	2.68%	4	4%	1.62%
Race	Black	31.34%	41	44.09%	12.75%
Disability Status	No Disability	47.17%	67	72.04%	25%
Familial Status	Children	32.02%	44	47%	15.29%
Gender Identity	Female	64%	60	65%	0.9%

Table 32. Racial disparities in program terminations due to 0 HAP

Race	Total Households Served	Share of Households Served	Exit (Zero HAP)	Share of Exits (Zero HAP)	Disparity (Share of exits due to Zero HAP - share of households served)
Asian	498	4%	5	5%	1.5%
Native American	345	3%	4	4%	1.6%
Black	4032	31%	41	44%	12.7%
white	7,395	57%	42	45%	-12.3%
Hawaiian Pacific Islander	104	1%	0	0%	-0.8%
Two or more races	491	4%	1	1%	-2.7%
Grand Total	12865	100%	93	100%	0.0%

Chart 21. Racial disparities in program termination due to 0 HAP



Summary of Work Group Discussion

The work group discussed that, contrary to conventional wisdom, a household’s assistance being terminated due to 0 HAP is not necessarily a “positive” termination. Further, reaching 0 HAP does not meet that a household no longer needs assistance. There is a common assumption that a household is paying 31.5% of their income towards their rent when they reach 0 HAP but that’s not necessarily true. If a household is renting a unit with the contract rent above the payment standard, they are paying more than 31.5% of their rent towards their housing costs. Reaching 0 HAP is a function of different program requirements resulting in Home Forward no longer paying the owner – it is not a reflection of a household being able to afford their rent. The work group also discussed that white households are the most underrepresented in this termination reason and Black households are the most overrepresented. Home Forward knows from analysis of shelter burden that Black households are also more likely to experience shelter burden when they have a voucher. The work group discussed whether Black households exiting at 0 HAP were similarly likely to be shelter burdened at 0 HAP. If this is the case, Black households exiting due to zero HAP with a likely higher than average shelter burden would mean they are more likely to be vulnerable to housing instability after exit with a change in income or a increase in rent.

The work group spent a lot of time discussing how arbitrary the federal definition of “affordable” is. We discussed that 31.5% of income may not be affordable, especially for extremely low-income

households. In discussing our recommendation, we discussed the importance of providing households with more of a glide path as opposed to a sharp benefits cliff, especially if they are experiencing shelter burden at the time of exit because those households are most vulnerable to housing instability and homelessness if they experience a loss of income or rent increase. More time at 0 HAP would be ideal for all households and we discussed the balance between ideal service for all households and the tradeoff of serving fewer households. Structural changes to the federal voucher program are needed, including providing universal vouchers so local providers like Home Forward don't need to make the impossible choice between serving a household more effectively to support their long-term housing stability and serving another household without a voucher who can't afford their housing.

Policy Recommendations

HUD Requirements:

Ask for a waiver of 24 CFR 982.455 in Home Forward's annual Moving to Work Plan so Home Forward can have more flexibility in determining when to terminate a household's assistance after they have reached 0 HAP.

Non-consensus: Although the majority of work group members supported this recommendation, there was some opposition. Some members of the work group supported maintaining the status quo. The primary reason provided for maintaining the status quo is because many families have been on the wait list for rent assistance for a long time and the longer households stay at 0 HAP, the fewer vouchers available for people who qualify for deeper assistance.

Home Forward Policy:

Under current regulations, no change.

If HUD allows Home Forward to provide more than 180 days at 0 HAP, Home Forward should allow households that are shelter burdened at 0 HAP (paying more than 40% of their income towards their housing costs) 365 days at 0 HAP instead of 180 days.

Non-consensus: Same reason as above.

Home Forward Practice:

Prior to terminating assistance for 0 HAP, Home Forward should make sure the most recently updated payment standard has been applied to the household to ensure that they would still be 0 HAP even after the updated payment standard is applied.

Consensus decision.

Advocacy:

Consensus Items

1. Universal Rent Assistance: Home Forward should advocate for universal rent assistance so all households who need it can access it (Local, State, Federal)
2. Increase the value of the voucher to reduce shelter burden. This could be accomplished a number of different ways, including:
 - a. Increase payment standards to meet the market
 - b. Get rid of payment standards and only use rent reasonableness
3. Rent Stabilization: reduce the current statewide limit on annual rent increases
4. Progressive rent setting:
 - a. Advocate that Congress revisit the federal definition of “affordable” as 30% of income towards housing and lower it.
 - b. Advocate for more voucher resources so PHAs can set progressive rent structures (lower percentage of income towards housing required for lower income households) without reducing the number of households they can serve.

Non-Consensus

1. Consider net pay instead of gross pay when determining tenant portion of the rent.
 - a. Support: This would provide a more accurate estimate of what household’s actually take home in their pay.
 - b. Oppose: This would be administratively burdensome and we should pursue other strategies to make the tenant portion of the rent more affordable.

Policy Parking Lot:

1. Regularly increase payment standards at Home Forward with the intention of reducing shelter burden
2. Review Home Forward’s Voucher Expiration policy (Section 5-II.E. VOUCHER TERM AND EXTENSIONS of the Administrative plan) with a racial equity framework. This section deals with how long Home Forward gives a household to lease up with their voucher and under what circumstances they will grant an extension.
3. Provide households with barriers to leasing up with their voucher Housing Navigation supports.
4. Explore establishing an internal emergency rent assistance fund for voucher holders, including households who have had their voucher terminated due to 0 HAP within the past 5 years to prevent nonpayment of rent evictions and promote housing stability. Although there is emergency rent assistance in the community, voucher holders may already be in direct

contact with their rent assistance services coordinator and the ability to provide direct assistance to voucher holders might reduce barriers to accessing emergency rent assistance.

5. Provide equitable access to asset building programs (e.g., GOALs) for people with a port voucher.
6. Home Forward staff should explore the impact of RAD conversions on 0 HAP and housing stability for residents of converted buildings.

Why: Promoting housing stability with realistic programming.

Absence from Unit

Current Policy

HUD Requirements:

The Department of Housing and Urban Development (HUD) requires that a public housing authority terminate a household's assistance if the family has been absent from their unit for more than 180 consecutive calendar days.

The family may be absent from the unit for brief periods. For longer absences, the PHA administrative plan establishes the PHA policy on how long the family may be absent from the assisted unit. However, the family may not be absent from the unit for a period of more than 180 consecutive calendar days in any circumstance, or for any reason. At its discretion, the PHA may allow absence for a lesser period in accordance with PHA policy.⁶

Home Forward Policy:

Home Forward will send a household a notice of termination⁷ if a family is absent from the unit for more than 60 consecutive calendar days.

The only exception to this policy is if the sole member of the household is confined to a nursing home, a hospital, or any inpatient treatment (if determined to be medically necessary) for a period of more than 60 consecutive calendar days. In this case, Home Forward will request verification from a responsible medical professional. If the responsible medical professional provides a determination that the person will be confined for a total of more than 180 consecutive calendar days, Home Forward will send a notice of termination in compliance with HUD requirements that a household may not, for any reason, be absent from their unit for more than 180 consecutive calendar days (24 CFR 982.312).

⁶ 24 CFR 982.312, "Absence from Unit" <https://www.law.cornell.edu/cfr/text/24/982.312>

⁷ See Section 12. II F of Home Forward's Administrative Plan.

Evaluation

Summary of Quantitative Findings

During the study period, absence from unit was the seventh highest reason for termination out of 10 termination reasons. There were 28 program terminations, representing 2% of all program terminations, as a result of a household being absent from the unit: 9 project-based voucher holders and 19 tenant-based voucher holders.

Black, Asian, and Hawaiian Pacific Islander households were overrepresented in terminations as a result of absence from unit in all three categories: overall, tenant-based voucher holders only and project voucher holders only. There were other demographic disparities due to absence from unit that were also consistent across all three categories (combined, tenant-based voucher holders only and project-based voucher holders only). The following demographic groups were disproportionately terminated as a result of absence from unit compared to their share of the total population served:

Table 17. Overrepresentation in termination due to absence from unit (by demographic characteristic)

Demographic Category	Demographic Characteristic	Share of population served	Number of terminations (Absence from Unit)	Share of exits (Absence from Unit)	Disparity (Share of exits due to absence from unit – share of households served)
Race	Asian	4%	2	7%	3%
Race	Black	31%	10	36%	5%
Race	Hawaiian Pacific Islander	1%	1	4%	3%
Ethnicity	Non-Hispanic	91.2%	27	96.4%	5.2%
Gender identity	Male	36.3%	15	53.6%	17.3%
Disability Status	Without disability	47.2%	14	50%	2.8%
Familial Status	No Children	68.0%	24	85.7%	17.7%

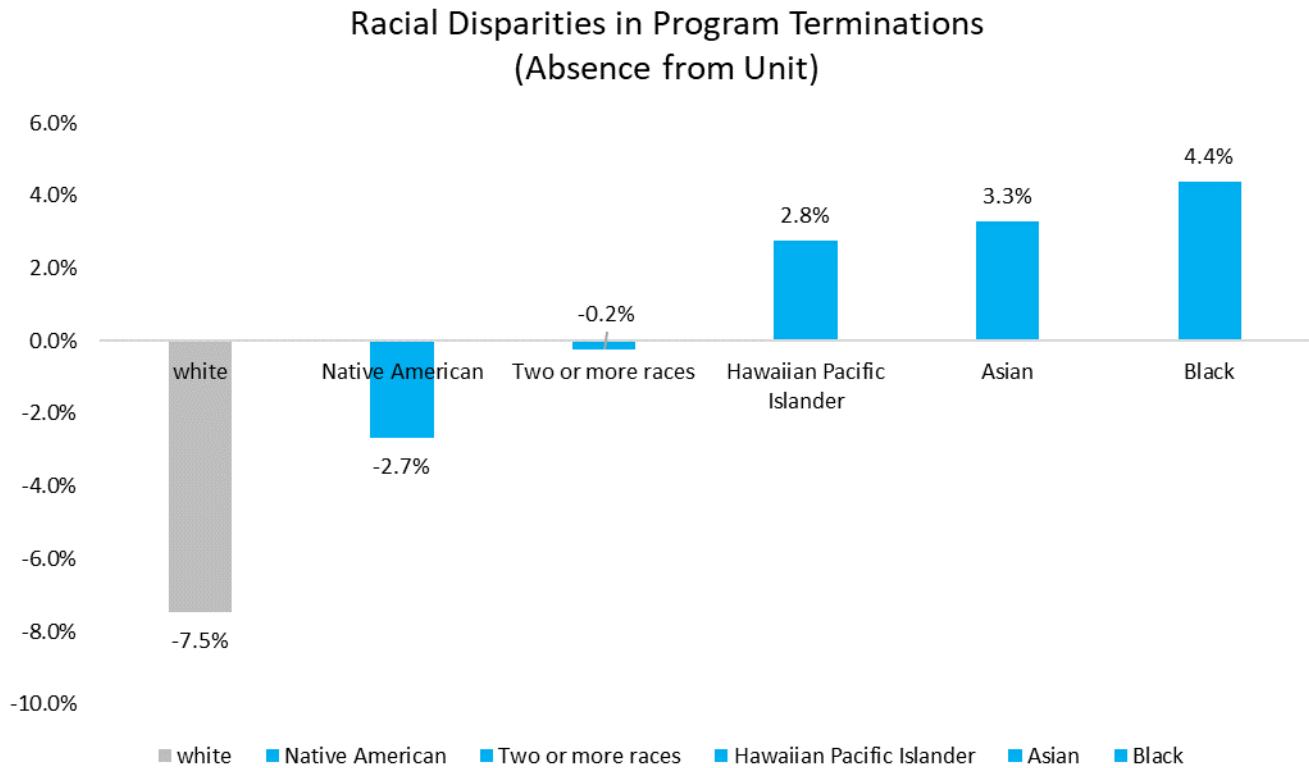
In the tenant-based voucher holder category alone, households with two or more races were also overrepresented in termination due to absence from unit.

In the project-based voucher hold category alone, white households with a disability were overrepresented in terminations due to absence from unit.

Table 18. Racial disparities in program terminations due to Absence from Unit

Race	Population Served (Total)	Population Served (Share)	Number of terminations	Share of exits	Disparity (Share of exits due to absence from unit – share of households served)
Asian	498	4%	2	7%	3.3%
Native American	345	3%	0	0%	-2.7%
Black	4032	31%	10	36%	4.4%
white	7,395	57%	14	50%	-7.5%
Hawaiian Pacific Islander	104	1%	1	4%	2.8%
Two or more races	491	4%	1	4%	-0.2%
Total	12865	100%	28	100%	0.0%

Chart 15. Racial disparity in program termination due to Absence from Unit



Summary of Work Group Discussion

The policy work group discussed many other compelling reasons that a single household member or family might be absent from the unit that Home Forward should include in our list of exceptions. Specifically, the work group discussed wanting to provide more flexibility for households in four areas:

1. Households with family living outside of the United States to allow for visits. Given the challenges to travelling abroad (expense and time), once a family is able to make the trip, they may need to spend more than 60 days to spend time with family.
2. Households who are traveling to care for a family member who needs support. The work group discussed making this a broad definition of “family” and “care” to provide the most flexibility and support to households. For example, a family member could need to travel and care for children of a family member who has been hospitalized or incarcerated for more than 60 days.
3. Households who have travelled away from home and are unable to travel back home due to a national, state, or local emergency that makes it unsafe to travel (e.g., natural disaster or COVID-19 public health emergency).
4. Household will be incarcerated between 60 to 180 days for a crime Home Forward would not propose termination for (see criminal activity).

In addition, the work group discussed the need for more flexibility in Home Forward’s policies for adding and removing household members to reduce terminations for this reason.

Policy Recommendations

HUD Requirements: Home Forward should request Moving to Work Authority to allow households to be absent from the unit for up to 9 months if:

1. They are incarcerated for drug possession related charges and will participate in rehabilitation or treatment services upon exit;
2. They are participating in residential treatment for substance abuse.

Home Forward Policy:

In addition to providing more time (>60 days) for people receiving care in a nursing home, hospital, or any inpatient treatment for a period, Home Forward should also allow people to be absent for up to 180 days if:

1. They are visiting family outside of the United States;
2. They are caring for a family member (use family medical leave definition);

3. They are unable to travel for health and safety reasons in response to a local, state, or federal disaster or emergency (e.g., COVID-19).
4. The sole member household is incarcerated for a crime Home Forward would not propose program termination for and will be absent from their unit for less than 180 days (see Criminal activity)⁸

Advocacy: None

Policy Parking Lot: None

Consensus: No. The work group reached consensus on all of the recommendations except for how long a household could be absent as a result of incarceration for “other criminal history”. There was an alternative recommendation that households could be absent somewhere between 60 and 180 days, but it shouldn’t be 180 days.

Why: There are many reasons a household may need to be absent from their unit for more than 60 days and Home Forward’s policy should be flexible to support the unique circumstances households are facing that require absence. Flexibility and compassion were key values informing this recommendation.

⁸ The work group recommended that Home Forward only propose program termination for the following felony convictions: manufacture of drugs in federally assisted housing, identity theft, fraud or other criminal act related to their eligibility for federal housing assistance. We would propose termination if the person was convicted of a felony violent person to person crime of felony drug distribution and was incarcerated as a result for a period of more than 60 days.

Drug and Alcohol Use

Current Policy

HUD Requirements:

The Department of Housing and Urban Development (HUD) requires Home Forward to have a policy that allows for termination of assistance if a household is using illegal drugs or abusing alcohol.

“(1) Terminating assistance for drug criminals.

(i) The PHA must establish standards that allow the PHA to terminate assistance for a family under the program if the PHA determines that:

(A) Any household member is currently engaged in any illegal use of a drug; or

(B) A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(3) Terminating assistance for alcohol abusers. The PHA must establish standards that allow termination of assistance for a family if the PHA determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.”⁹

Home Forward Policy:

Definitions:

1. “Other person under the tenant’s control”: a person that, although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate (legal) commercial purposes is not under the tenant's control.
2. “Currently engaged in”: any use of illegal drugs during the previous six months.

Home Forward will terminate a family's assistance if any household member, guest, or any other person on the property under the tenant's control is currently engaged in any illegal use of a drug, or has a pattern of alcohol abuse or illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Home Forward will allow continued assistance for current participants who are medical marijuana users, as defined by the state law.

⁹ 24 CFR 982.553

Home Forward will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol. In making its decision to terminate assistance, Home Forward will consider alternatives as described in Section 12-11.C of the Administrative Plan, and other factors described in Sections 12-11.D and 12-11.E. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Evaluation

Summary of Quantitative Findings

During the study period, absence from unit was the eight highest reason for termination out of 10 termination reasons. During the study period, there were 11 program terminations, representing 1% of all program terminations, as a result of drug and alcohol use: 9 project-based voucher holders and 2 tenant-based voucher holders.

Native American, white, and households with two or more races were overrepresented in terminations as a result of drug and alcohol use in all three categories: overall, tenant-based voucher holders only and project voucher holders only. There were other demographic disparities due to drug and alcohol use that were also consistent across all three categories (combined, tenant-based voucher holders only and project-based voucher holders only): male, no children, hispanic/latinx, without disability. The following demographic groups were disproportionately terminated as a result of drug and alcohol compared to their share of the total population served:

Table 19. Overrepresentation in termination due to drug and alcohol use (by demographic characteristic)

Demographic Category	Demographic Characteristic	Share of population served	Number of terminations (Absence from Unit)	Share of exits (Absence from Unit)	Disparity (Share of exits due to absence from unit – share of households served)
Race	Native American	3%	1	9%	6%
Race	Two or more races	4%	2	18%	14%
Race	white	57%	7	64%	6.2%
Ethnicity	Hispanic/latinx	8.8%	2	18.2%	9.4%
Gender identity	Male	36.3%	7	63.6%	27.3%
Disability Status	Without disability	47.2%	7	63.6%	16.5%
Familial Status	No Children	68.0%	9	81.8%	13.8%

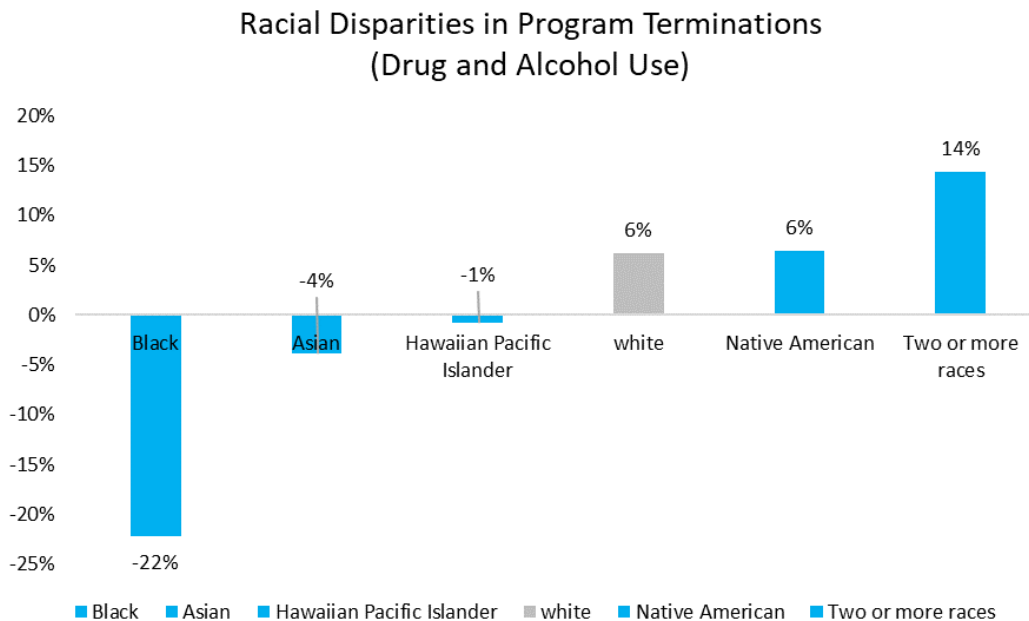
In the tenant-based voucher holder category alone, female headed households, households with children, and households with a disability were overrepresented in terminations due to drug and alcohol use.

In the project-based voucher hold category alone, there were no additional disparities that differed from the combined category.

Table 20. Racial disparities in program terminations due to Drug and Alcohol Use

Race	Population Served (Total)	Population Served (Share)	Number of terminations	Share of exits	Disparity (Share of exits due to absence from unit – share of households served)
Asian	498	4%	0	0%	-3.9%
Native American	345	3%	1	9%	6.4%
Black	4032	31%	1	9%	-22.2%
white	7,395	57%	7	64%	6.2%
Hawaiian Pacific Islander	104	1%	0	0%	-0.8%
Two or more races	491	4%	2	18%	14.4%
Total	12865	100%	11	100%	0.0%

Chart 16. Racial disparity in program termination due to Drug and Alcohol Use



Summary of Work Group Discussion

The policy work group spent a significant amount of time discussing this reason for termination. First and foremost, the group discussed that drug and alcohol abuse and addiction are fundamentally health issues and people should not be punished for having a health challenge.

The work group discussed the approach Home Forward takes with staff struggling with drug and alcohol abuse challenges and believed that approach should be consistent with how Home Forward approaches residents with drug and alcohol abuse challenges. Home Forward provides staff with support related to drug and alcohol abuse challenges and focuses on any behaviors associated with drug and alcohol use impacting performance in terms of progressive discipline as opposed to the drug and alcohol abuse itself. The work group discussed having compassion for people struggling and living with addiction and agreed that offering support is more effective than penalizing and criminalizing these health issues. The PWG also discussed that HUD requiring PHAs to penalize households with a substance use disorder may be a violation of the Americans with Disabilities Act.

The PWG discussed that a service and support driven approach to people with drug and alcohol abuse challenges was recently supported by the general public in Multnomah County, where there was overwhelming support for Measure 110 in the 2020 election. The measure decriminalized possession of small amounts of drugs and expanded treatment services.

Home Forward staff also shared that we usually don't terminate for drug and alcohol use alone, we only terminate a household's assistance if there are co-occurring challenges that negatively impact the community (e.g., criminal activity, eviction). Technically, Home Forward's current practice is not to terminate assistance for drug and alcohol use alone. The group discussed that other termination reasons (eviction and criminal activity) could cover the concerning behavior people are worried may happen if a household member is struggling with addiction.

The work group also discussed that if someone has a severe enough addiction challenge that there are co-occurring behaviors impacting the community, they may end up getting evicted. If they are evicted, they may have a difficult time being able to find another home with their voucher unless they can demonstrate to the landlord that they have accessed or are accessing treatment services.

Policy Recommendations

HUD Requirements:

- Home Forward should advocate that HUD remove the requirement that public housing authorities have a policy to terminate assistance for drug and alcohol use or abuse.
- Home Forward should request waiver of 24 CFR 982.553 using our Moving to Work Authority and not consider drug or alcohol use.

Home Forward Policy:

In alignment with current practice, Home Forward should not consider drug and alcohol use alone in deciding whether to propose termination. In compliance with current federal requirements that Home Forward have a policy to terminate assistance for drug or alcohol use or abuse, Home Forward's policy should be that Home Forward may terminate assistance if a household member's drug and alcohol use or abuse results in:

1. Felony conviction for drug possession that results in absence from unit for more than 180 days [see recommendation for "criminal activity – drug and alcohol use].
2. Eviction for "outrageous acts" related to manufacture or distribution of drugs (not including possession) [see recommendation for "eviction"].

Advocacy: Home Forward should advocate for:

- HUD to change the CFR so PHAs are not required to terminate for drug or alcohol use.
- More wrap around services to support people with substance use disorders, including drug and alcohol treatment and recovery services.

Policy Parking Lot: The policy work group recommended that Home Forward evaluate the following policies in response to the discussion about termination of assistance due to drug and alcohol use:

1. Remove household member policy: The PWG discussed households being impacted by the foster care system. If a parent loses custody of their child, their household size changes and their voucher may be adjusted resulting in them having one less bedroom. This becomes a barrier for them getting their child back because having housing for child is a criteria for being able to regain custody.
2. Voucher expiration: The PWG discussed needing to revisit our policies about how long a household has to use their voucher before it expires. We discussed that households with drug and alcohol abuse challenges who are evicted have a rental barrier and may need more time to successful use their voucher.

3. Eviction for Drug and Alcohol Use Policy: Home Forward should offer services and supports, if possible, for households with drug and alcohol abuse challenges prior to lease enforcement for co-occurring behaviors. Lease enforcement should be trauma informed.
4. Statement of family obligations: Home Forward's statement of family obligations currently prohibits households from using or abusing drugs or alcohol. This is not in alignment with a housing first approach. Home Forward should review our statement of family obligations.

Consensus: Yes

Why: Drug and alcohol abuse/addiction is a health issue. People can be held accountable for behaviors that impact others and shouldn't be "held accountable" for having an illness.

Criminal Activity – All Categories

There are many different categories of criminal activity and associated policies depending on the type of criminal activity, but Home Forward codes all terminations due to criminal activity the same way. Therefore, we aren't able to differentiate between terminations for different types of criminal activity.

Evaluation

Summary of Quantitative Findings

During the study period, terminations due to criminal history was the ninth out of 10 termination reasons. During the study period, there were 10 program terminations, representing less than 1% of program terminations, as a result of criminal activity: 8 project-based voucher holders and 2 tenant-based voucher holders.

White households were overrepresented in terminations as a result of criminal activity. Non-hispanic households, male headed households, households without a disability, and households without children were also disproportionately terminated due to criminal activity.

Table 25. Overrepresentation in termination due to criminal activity (by demographic characteristic)

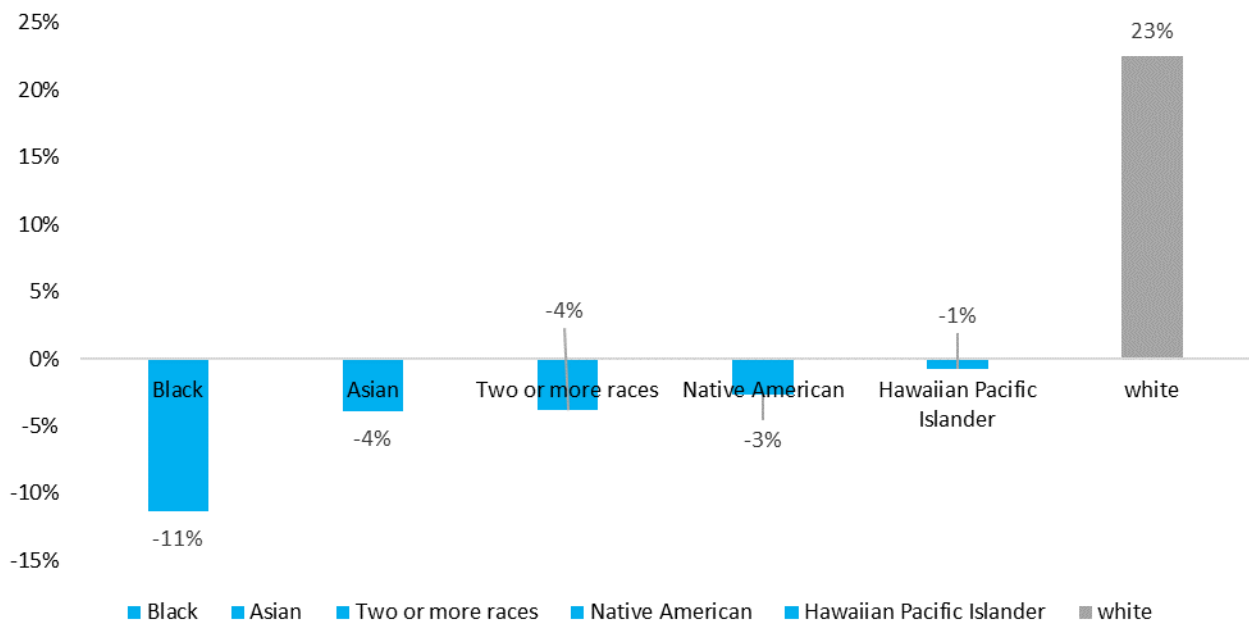
Demographic Category	Demographic Characteristic	Share of population served	Number of terminations (Voluntary)	Share of exits (Criminal Activity)	Disparity (Share of exits due to criminal activity – share of households served)
Race	white	57.5%	8	80%	22.5%
Ethnicity	Non Hispanic	91.2%	10	100%	8.8%
Gender identity	Male	36.3%	5	50%	13.7%
Disability Status	No Disability	47.2%	7	70%	22.8%
Familial Status	No Children	68.0%	7	70%	2.0%

Table 26. Racial disparities in program terminations due to criminal activity

Race	Population Served (Total)	Population Served (Share)	Number of terminations	Share of exits	Disparity (Share of exits due to absence from unit – share of households served)
Asian	498	4%	0	0%	-3.9%
Native American	345	3%	0	0%	-2.7%
Black	4032	31%	2	20%	-11.3%
white	7,395	57%	8	80%	22.5%
Hawaiian Pacific Islander	104	1%	0	0%	-0.8%
Two or more races	491	4%	0	0%	-3.8%
Total	12865	100%	10	100%	0.0%

Chart 19. Racial disparities in program termination due to “criminal activity”

Racial Disparities in Program Terminations (Criminal Activity)



Summary of Work Group Discussion

Although the work group discussed each criminal history category on its own, the work group discussed the way systemic racism in the criminal justice system disproportionately harms Black and brown people. Despite similar rates of criminal activity across all racial groups, Black and brown people are disproportionately impacted by every level of the criminal justice system: arrests, conviction, incarceration, etc. Further, we discussed that criminal activity does not necessarily translate to negatively impacting the health and safety of the community the tenant is living in.

Policy Recommendations

Policy recommendations in this category are summarized under each specific criminal history reason below with more detail. Overall, the Policy Work Group recommends:

HUD Requirements:

Home Forward should advocate that HUD make the following rule changes:

1. **Mandatory termination manufacture of meth in federally assisted housing:** Reexamine the lifetime ban and consider case-by-case exceptions if an individual has completed treatment and has not used nor manufactured meth for a long time.
2. **Mandatory termination lifetime registered sex offenders:** No change
3. **Criminal Activity:** Advocate the HUD amend 24 CFR 982.553 (c) to not allow public housing authorities to terminate assistance for a crime based on arrest, preponderance of the evidence, or misdemeanor convictions.

Home Forward Policy:

General

1. Home Forward will not propose program terminations for:
 - a. Arrests,
 - b. Misdemeanor convictions,
 - c. Felony convictions for drug possession¹⁰.
2. Home Forward may propose program termination if:
 1. An individual has been convicted of the following categories of felony crimes and will be absent from the unit due to incarceration for more than 60 days:
 - a. Felony violent person to person crimes;
 - b. Felony drug distribution
 2. An individual has been convicted of felony¹¹:
 - a. Manufacture of drugs in federally assisted housing,
 - b. Identity theft,
 - c. Fraud or other criminal act related to their eligibility for federal housing assistance.

Policy Parking Lot: Evaluate criminal screening criteria for voucher eligibility

¹⁰ This does not align with our new criminal screening criteria for prospective residents of Home Forward properties. We do consider felony possession for schedule I and schedule II drugs.

¹¹ This is the one area where we have a conflict with our criminal screening criteria. We don't consider fraud or identity theft when deciding whether someone can be a tenant.

Criminal History – Manufacture of Meth

Current Policy

HUD Requirements:

“The PHA must immediately terminate assistance for a family under the program if the PHA determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.”¹²

Home Forward Policy:

Same as HUD requirement

Evaluation

Summary of Quantitative Findings

See data under “Criminal History – All Categories” above.

Summary of Work Group Discussion

The work group struggled to reach consensus on this recommendation and discussed it for a long time. Generally, the work group was struggling to balance holding compassion for an individual who may be manufacturing meth for addiction or economic reasons and the serious harm that could be caused if someone cooked meth in a building with other people.

The work group discussed that the definition of manufacturing meth also includes having the materials to cook meth without necessarily completing the process in the federally assisted unit. The group discussed how someone could be actually manufacturing offsite, but if they have the materials in their housing, they could still get this lifetime ban.

The work group discussed whether a lifetime ban is justified and whether it is possible for people who have manufactured a drug as dangerous as meth in publicly owned building to no longer be a risk to the community they live in.

¹² 24 CFR 982.553(b)(ii)

Policy Recommendations

HUD Requirements: Advocate that HUD reexamine the lifetime ban and consider case-by-case exceptions if an individual has completed treatment and has not used nor manufactured meth for a long time.

Home Forward Policy: No change.

If HUD allows case by case exceptions for people who have manufactured meth in federally assisted housing, revisit our policy. Any policy change should balance a desire to provide stable and affordable housing to all people and the need to maintain the health and safety of all the people we serve.

Advocacy: None

Policy Parking Lot: None

Consensus: Yes, although the group almost did not reach consensus on this recommendation.

Why: Compassion for individuals who have an addiction. Accountability to everyone Home Forward serves - manufacturing meth is a volatile process that can result in harmful explosions and seriously endanger other residents in a community and the home itself.

Criminal History – Lifetime Registered Sex Offender

Current Policy

HUD Requirements:

(2) Prohibiting admission of other criminals - (i) Mandatory prohibition. The PHA must establish standards that prohibit admission to the program if any member of the household is subject to a lifetime registration requirement under a State sex offender registration program. In this screening of applicants, the PHA must perform criminal history background checks necessary to determine whether any household member is subject to a lifetime sex offender registration requirement in the State where the housing is located and in other States where the household members are known to have resided.¹³

In addition to not allowing admission of lifetime registered sex offenders, in HUD PIH Notice 2012-82, HUD required that the PHA offer the family the opportunity to remove the ineligible family member from the household. If family chooses not to remove household member, PHA must terminate assistance of household.

Home Forward Policy:

Home Forward will terminate a household's assistance if they are a lifetime registered sex offender. As in all cases, Home Forward will offer an alternative (to remove the offending household member) if there are other household members who would like to stay in the program.

Evaluation

Summary of Quantitative Findings

See data under "Criminal History – All Categories" above.

Summary of Work Group Discussion

The work group expressed agreement that people should have their assistance terminated if they are lifetime registered sex offenders. The group discussed that Oregon requires registration for almost all sex crimes and an individual would only be removed from the lifetime registration list through a legal process if an individual has petitioned for relief under the lifetime registration requirement.

The work group discussed that due to systemic racism, innocent Black and brown men have been accused of sex crimes they did not commit and the State should ensure justice in these cases.

¹³ 24 CFR 982.553 (a)(2)

The work group discussed a concern that certain sex crimes could criminalize people for experiencing homelessness and discussed that the State needs to find a housing solution for people on the lifetime registration list.

Policy Recommendations

HUD Requirements: No change

Home Forward Policy: No change

Advocacy: Home Forward should advocate that the State do the following:

1. Re-examine the list of sex crimes that require someone in Oregon to register for a lifetime to ensure that none of the crimes that criminalize people experiencing homelessness (e.g., urinating outside).
2. Re-examine the list of sex crimes that require someone in Oregon to register for a lifetime to ensure that nonpredatory/person to person harm do not have the lifetime registration requirement.
3. State needs to provide housing for people who are sex offenders.

Policy Parking Lot: None

Consensus: Yes

Why: Health and safety of current residents. Commitment to anti-racism in the criminal justice system and advocating for access to housing as a human right for everyone.

Criminal History – Drug Related Criminal Activity

Current Policy

HUD Requirements:

(i) The PHA must establish standards that allow the PHA to terminate assistance for a family under the program if the PHA determines that:

(A) Any household member is currently engaged in any illegal use of a drug; or

(B) A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(iii) The PHA must establish standards that allow the PHA to terminate assistance under the program for a family if the PHA determines that any family member has violated the family's obligation under § 982.551 not to engage in any drug-related criminal activity.¹⁴

Home Forward Policy:

Definitions

Drug: “A controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).”

Drug-related criminal activity: “the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.”

Home Forward will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program. This applies to any member of the household, a guest, or any other person on the property under the tenant's control.

Home Forward will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related criminal activity, and any eviction or notice to evict based on drug-related criminal activity.

In making its decision to terminate assistance, Home Forward will consider alternatives as described in Section 12-11.C of the Administrative Plan and other factors described in Sections 12-11.D and 12-11.E. Upon consideration of such alternatives and factors, Home Forward may, on a case-by-case basis, choose not to terminate assistance.

¹⁴ 24 CFR 982.553

Evaluation

Summary of Quantitative Findings

See data under “Criminal History – All Categories” above.

Summary of Work Group Discussion

The work group discussed the war on drugs and disproportionate rates of law enforcement impact on Black and brown people as a result of the war on drugs. The work group discussed that if a household committed drug related crime that impacted their neighbors that did not rise to the level of requiring incarceration, they would still likely be evicted. In this case, they would have to find a way to use their voucher with an eviction for drug related activity. Although the household might not be able to find a place to use their voucher under this circumstance, not terminating their assistance gives them a chance to try and demonstrate that they are addressing the rental barrier and finding another place to live.

Policy Recommendations

HUD Requirements: Home Forward should advocate to HUD only allow terminations for felony convictions. They should not allow preponderance of the evidence. that they extend the 180-day limit for absence from unit to 9 months for folks who are:

1. Incarcerated for drug possession related charges and will participate in rehabilitation or treatment services upon exit;
2. Participating in residential treatment for substance abuse.

Home Forward Policy:

General

1. Home Forward will not propose program terminations for:
 - a. Arrests,
 - b. Misdemeanor convictions,
 - c. Felony convictions for drug possession¹⁵.
2. Home Forward may propose program termination if an individual has been:
 - a. Convicted of a felony for manufacturing drugs in federally assisted housing;

¹⁵ This does not align with our new criminal screening criteria for prospective residents of Home Forward properties. We do consider felony possession for schedule I and schedule II drugs.

- b. Convicted of a felony for drug distribution and will be absent from the unit due to incarceration for more than 60 days¹⁶

Advocacy: Support investments in substance abuse treatment programs.

¹⁶ In Oregon, possible sentences for delivery and possession with intent to deliver varies by drug schedule. Potential sentence for felony conviction for distribution and possession with intent to distribute are typically longer than one year. It is unlikely someone would be convicted of felony level distribution charges and be incarcerated for less than 60 days.

Policy Parking Lot:

1. Live in caregiver policy (If a single household member is incarcerated or is in residential treatment, if they are able to find someone to care of their home or dependents while they away, their assistance would not be terminated).
2. Add household member (the event that an adult household member is incarcerated, allow an adult household member to be added to care for dependents).

Consensus: Yes

Why: Compassion for individuals struggling with addiction or who engaged in drug related criminal activity for economic reasons.

Criminal History – Violent Criminal Activity

Current Policy

HUD Requirements:

(2) Terminating assistance for other criminals. The PHA must establish standards that allow the PHA to terminate assistance under the program for a family if the PHA determines that any household member has violated the family's obligation under § 982.551 not to engage in violent criminal activity.¹⁷

Home Forward Policy:

Definitions

Violent criminal activity: “any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.”

Home Forward will terminate a family's assistance if any household member has violated the family's obligation not to engage in any violent criminal activity during participation in the HCV program. This applies to any member of the household, a guest, or any other person on the property under the tenant's control.

The PHA will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to violent criminal activity, and any eviction or notice to evict based on violent criminal activity.

In making its decision to terminate assistance, Home Forward will consider alternatives as described in Section 12-11.C and other factors described in Sections 12-11.D and 12-11.E. Upon consideration of such alternatives and factors, Home Forward may, on a case-by-case basis, choose not to terminate assistance.

¹⁷ 24 CFR 982.553

Evaluation

Summary of Quantitative Findings

See data under “Criminal History – All Categories” above.

Summary of Work Group Discussion

The work group discussed that if a household committed a violent crime that impacted their neighbors that did not rise to the level of requiring incarceration, they would still likely be evicted. In this case, they would have to find a way to use their voucher with an eviction for violent behavior. Although the household might not be able to find a place to use their voucher under this circumstance, not terminating their assistance gives them a chance to try and demonstrate that they are addressing the rental barrier and finding another place to live.

Policy Recommendations

HUD Requirements: None

Home Forward Policy:

Home Forward should only terminate assistance if a household member is convicted of a felony violent crime and will be absent from the unit for more than 60 days due to incarceration.

Home Forward should not consider evictions related to violent behavior in the absence of criminal conviction because the only way to determine whether a violent crime occurred is if there is a conviction for the crime (arrests and eviction notices are not convictions).

Advocacy: None

Policy Parking Lot: None

Consensus: Yes

Criminal History – Other Criminal Activity

Current Policy

HUD Requirements:

(c) Evidence of criminal activity. The PHA may terminate assistance for criminal activity by a household member as authorized in this section if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity.¹⁸

Home Forward Policy:

Home Forward will terminate a household's assistance if any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

Home Forward will terminate a household's assistance if any adult household member has been convicted of the crime of identity theft while assisted.

Evaluation

Summary of Quantitative Findings

See data under "Criminal History – All Categories" above.

Summary of Work Group Discussion

The work group discussed that households should not have their assistance terminated if they have not been convicted of a crime. In other words, HUD's allowance of consideration of a preponderance of the evidence and arrests is not fair. The Supreme Court has ruled on arrests not being sufficient information to prove guilt of an individual – it's not fair for public housing authorities to have more power in determining guilt than the justice system.

The work group also discussed how it is reasonable to terminate a household's assistance if they have been convicted of fraud or another crime related to the eligibility for housing assistance. The group also discussed, given the detrimental impact of identity theft, a household should also have their assistance terminated for an identity theft conviction.

The work group discussed the benefit of providing more flexibility for household's who are being incarcerated for less than 180 days. Instead of terminating their assistance after 60 days, if we provided more time, they could have a place to return when leaving an institution. This is currently a

¹⁸ 24 CFR 982.553 (c)

practice at the Bud Clark Commons – giving people up to 180 days to be absent so this change would align with current practice in the property management department. We know that people who exit institutions are at a high risk of experiencing homelessness and not having their assistance terminated could offer a home for people to return to after incarceration.

Policy Recommendations

HUD Requirements: Advocate that HUD amend 24 CFR 982.553(c) to not allow PHAs to terminate assistance for a crime based on anything but a felony conviction (no consideration of arrests, preponderance of the evidence, or misdemeanor charges).

Home Forward Policy:

1. Align termination of assistance for “other criminal activity” with our absence from unit policy. If a single member household is convicted of a felony and will be incarcerated/absent from the less than 180 days, we should not terminate their assistance. If absent for more than 180 days, we are required to terminate their assistance.
2. Continue to terminate assistance if an individual is convicted of felony identity theft while assisted.
3. Continue to terminate assistance if an individual has been convicted of fraud or other criminal act related to their eligibility for federal housing assistance.

Advocacy: None

Policy Parking Lot: None

Consensus: No. The work group came to consensus on everything in the recommendation except how long a household could be absent from the unit as a result of incarceration for “other criminal history” prior to terminating their assistance. The additional perspective was that the household should be able to be absent for more than 60 days but less than 180 days.

Other – Threat of Violence Against PHA Staff

Current Policy

HUD Requirements: None. HUD allows PHAs to terminate assistance for certain reasons.

(1) Grounds for denial or termination of assistance. The PHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

....

(ix) If the family has engaged in or threatened abusive or violent behavior toward PHA personnel. (24 CFR 982.552(ix)).

Home Forward Policy:

The PHA will terminate a family's assistance if:

A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

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

Evaluation

Summary of Quantitative Findings

There were no program terminations for this reason during the study period.

Summary of Work Group Discussion

The work group discussed that many of the people we serve struggle with severe and persistent illness and other mental health challenges. Further, Black, Indigenous, and people of color we serve have navigated a violent white supremacist society and Home Forward as a white dominant organization. The people we serve have experience trauma, including trauma caused by Home Forward. Staff need to be supported to provide trauma informed services and trained in de-escalating conflict.

The work group also discussed that it is essential that staff are physically safe and mentally and emotionally supported. It is important to prevent violence and threats of violence by addressing participant behaviors that are warning signs of a potential future threat of violence (verbal harassment). It also important to respond in cases of actual threats of violence or violence itself. The work group discussed that Home Forward should be able to propose termination related to threats of or actual violence but we discussed amending the policy to differentiate between behaviors that could lead to a threat of violence and the threat of or actual violence. If a participant is engaging in behaviors that aren't an immediate threat to health and safety (verbal harassment), we should not propose termination but we should respond with different alternatives (e.g., written warning, mediation). However, if a participant commits an act of violence or there is an immediate threat that they will commit an act of violence (e.g., brandishing a weapon), staff should propose program termination.

Policy Recommendations

HUD Requirements: None

Home Forward Policy:

Home Forward should maintain the ability to propose termination for a threat of violence against PHA staff.

However, Home Forward should change its policy to differentiate between situations where violence has occurred and there is an immediate threat versus a threat not being immediate (verbal harassment).

If violence has occurred or there is an immediate threat, staff may propose termination immediately. Examples of violence or immediate threats of violence include: physically assaulting staff, brandishing a weapon, serious property damage linked to the threat of violence, verbal threat of imminent violence like: "I plan to hurt you tomorrow."

If the threat of violence is not immediate (e.g., verbal harassment), staff should pursue other alternatives to address the unwanted behavior prior to proposing termination. Example of alternative measures include but are not limited to: mediation, written warning, service referral. In these cases, termination should be proposed as a only after other alternative measures have been attempted and the unwanted behavior has escalated.

Consensus: *Non-consensus.*

- Support: we should differentiate between non-immediate threats. Someone should not have assistance terminated for verbal harassment, although there should be follow up.

- Opposition: We need more clear definitions of violence, immediate threat of violence, and not immediate threat of violence.

Why: Compassion for the people we serve and compassion for staff who deserve to be safe from harm.

Other – Debt and Repayment Agreement Default

Current Policy

HUD Requirements: No requirement. HUD allows PHAs to terminate assistance for this reason.

(1) Grounds for denial or termination of assistance. The PHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

....

(v) If the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

(vi) If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

(vii) If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA. (The PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement.) (24 CFR 982.552 (c)(1)(v)-(vii).

Home Forward Policy:

The PHA will terminate a family's assistance if:

...

The family currently owes rent or other amounts to any PHA. Amounts owed are subject to the local statute of limitations unless owed under a judgment.

The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

*The family has breached the terms of a repayment agreement entered into with the PHA.
(pg 12-8)*

Repayment of Family Debts

PHA Policy

If a family owes amounts to the PHA, as a condition of continued assistance, the PHA will require the family to repay the full amount or to enter into a repayment agreement within 10

business days of receiving notice from the PHA of the amount owed. See Chapter 16 for policies on repayment agreements.

If a family has breached the terms of a repayment agreement entered into with the PHA, as a condition of continued assistance, the PHA will require the family to repay the full amount of the debt within 10 business days of receiving notice from the PHA of the amount owed. If the family fails to repay the full amount of the debt before the deadline specified in the notice, the PHA will propose to terminate the family's assistance. See Chapter 16 for policies on repayment agreements. (pg. 12-11).

Evaluation

Summary of Quantitative Findings

There were no program terminations for this reason during the study period.

Summary of Work Group Discussion

The work group discussed that our mission is about providing people with housing. We know that the people we serve are experiencing poverty and when people earning low incomes accrue a debt, it is very difficult to access resources necessary to pay it when they are already struggling to afford their basic needs (food, rent, health care, childcare costs).

We discussed that Home Forward must provide more flexible repayment agreements for households to increase the likelihood that they are able to make their payments and maintain their housing stability. We also discussed that sometimes emergencies come up and a household may not be able to afford any monthly payment towards their debt and we may want to consider waiving their debt to support their housing stability. We discussed wanting to set people up for success if/when they leave Home Forward housing and a private landlord would not waive debt. The work group discussed how we would need new resources to support this kind of effort and would need to structure it in a way to promote housing stability without creating unrealistic expectations about our availability of resources.

The work group also discussed Home Forward's COVID arrears repayment agreement policy which was created in collaboration with Home Forward residents who have rent arrears as a result of the pandemic. The group discussed wanting to align repayment agreement policies across the portfolio and most work group members agreed that we should apply the same COVID repayment agreement policy for debts owed to Home Forward by voucher participants.

Policy Recommendations

HUD Requirements: None

Home Forward Policy:

Maintain Home Forward's ability to terminate a household's assistance for defaulting on a repayment agreement or for outstanding debt. Remove Home Forward's ability to terminate assistance if the household owes another PHA money. This is an eligibility issue.

However, we should change our policy related to repayment of family debts as follows:

Consensus items:

1. Give household's at least 30 calendar days to work out repayment agreement with Home Forward instead of 10 days.
2. Provide affordable repayment agreement options (see non-consensus below)
3. The repayment agreement will allow "2 skips" in a 12-month period. If a participant misses a payment and a skip is used, the length of the repayment agreement will automatically increase by the number of skips.
4. If a participant misses a payment after two skips have already been applied in a 12-month period, Home Forward will reach out and offer to renegotiate the agreement prior to proposing termination.

Non-consensus item:

The work group members did not reach consensus on the type of affordable repayment agreement we should pursue but the majority of work group members supported Option 1

- **Option 1:** Monthly repayment agreement amount can be anywhere between \$10 and 10% of the participants income.
- **Option 2.** There should be a limit of 5 years to repay debt that should determine the minimum monthly repayment agreement amount, and the household can choose between that and 10% of their income. For example, if someone owes \$5,000, their minimum monthly payment amount would be \$83/month to ensure they paid it back within 5 years.

Home Forward Practice:

There was not consensus about what Home Forward should do if a household defaults on their repayment agreement or does not agree to a repayment agreement and does not pay their debt in full within 30 days prior to proposing program termination. The majority of work group members supported Option 2, and there was some support for Option 1 and Option 3.

If a participant has not agreed to a repayment agreement or repaid their debt within 30 calendar days, or if a participant agreed but used both skips, defaulted and did not respond to minimum outreach, Home Forward should consider the following before proposing program termination:

- Option 1. If funds are available, Home Forward should consider waiving the participants debt. Home Forward may not waive debt more than once in a five-year period and a committee should review, on a case by case basis, whether to waive debt.
- **Option 2.** Home Forward should provide the household with the option to defer their debt for 12-months. Households can reapply to defer their debt in perpetuity.
- Option 3. Home Forward should waive a households debt if possible (no more than once in a 5 year period). If funds are not available to waive debt, Home Forward should allow the household to defer paying their debt for 6 months, when they would need to enter into a repayment agreement.

Advocacy:

- More emergency rent assistance

Policy Parking Lot: None

Consensus: Non-consensus

Why: Balancing housing stability and Home Forward’s ability to maintain financial stability to support our mission.

Other – Violate Family Obligations

Current Policy

HUD Requirements: None. HUD allows PHAs to terminate assistance for this reason.

(1) Grounds for denial or termination of assistance. The PHA may at any time deny program assistance for an applicant, or terminate program assistance for a participant, for any of the following grounds:

.....

(i) If the family violates any family obligations under the program (see § 982.551). See § 982.553 concerning denial or termination of assistance for crime by family members.

Home Forward Policy:

The PHA will terminate a family's assistance if:

The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related PHA policies. (pg 12-18)

Evaluation

Summary of Quantitative Findings

There were no program terminations for this reason during the study period.

Summary of Work Group Discussion

The work group discussed that the Family Obligations span across departments and impact property management and rent assistance. Home Forward should parking lot the entire conversation and review the Statement of Family Obligations with an Equity framework.

Policy Recommendations

HUD Requirements: None

Home Forward Policy: After a work group reviews the Statement of Family Obligations with an equity framework, the rent assistance termination policy should be updated to only terminate assistance for serious violations of the Statement of Family obligations.

Policy Parking Lot: Statement of Family Obligations.

Consensus: Yes

Appendix A. Policy Parking Lot Items

Policies to Evaluate with Racial Equity Framework

1. Voucher program eligibility criteria related to evictions and criminal history
2. Home Forward's screening criteria related to evictions for Home Forward residents
3. Eviction for drug and alcohol use (home forward owned properties)
4. Add Household Member Policy
5. Live in Care Giver Policy
6. Voucher extension/Expired Voucher Policy
7. Remove household member policy
8. Statement of Family Obligations
9. Access to GOALs program (port voucher holder eligibility)
10. Impact of RAD conversions on 0 HAP and housing stability for residents of converted buildings.

Capacity Related Needs

1. Support participants in completing their re-certifications
2. Provide households with barriers to leasing up with their voucher Housing Navigation supports.
3. Explore establishing an internal emergency rent assistance fund for voucher holders, including households who have had their voucher terminated due to 0 HAP within the past 5 years to prevent nonpayment of rent evictions and promote housing stability.

Rent Assistance Operations

1. Regularly increase payment standards at Home Forward with the intention of reducing shelter burden

Other

1. Participant centered work group to decide which recertification fields to auto populate using last recertification data to make it easier to complete.

Appendix B. Recommended Advocacy Agenda

Congress

1. Universal rent assistance
2. Revisit and lower the federal definition of “affordable” as 30% of income towards housing.
3. Emergency rent assistance

HUD

Rule Changes

- Define “serious violation of lease” more narrowly so public housing authorities are not terminating assistance of household’s evicted for reasons that are not health and safety related like nonpayment of rent. (24 CFR 982.552(b)(2)).
- Remove the requirement that public housing authorities have a policy to terminate assistance for drug and alcohol use or abuse (24 CFR 982.552)
- Reexamine the lifetime ban for individuals who have manufactured meth in federally assisted housing and consider case-by-case exceptions if an individual has completed treatment and has not used nor manufactured meth for a long time. (24 CFR 982.553(b)(ii))
- Do not allow PHAs to terminate assistance for a crime based on anything but a felony conviction (no consideration of arrests, preponderance of the evidence, or misdemeanor charges) 24 CFR 982.553(c).

Resource Related

- Increase the value of the voucher to reduce shelter burden. This could be accomplished a number of different ways with increased voucher funding, including:
 - Increase payment standards to meet the market
 - Get rid of payment standards and only use rent reasonableness
- Progressive rent setting:
 - Advocate for more voucher resources so PHAs can set progressive rent structures (lower percentage of income towards housing required for lower income households) without reducing the number of households they can serve.

State

- Rent Stabilization: reduce the current statewide limit on annual rent increases
- Re-examine the list of sex crimes that require someone in Oregon to register for a lifetime to ensure that none of the crimes that criminalize people experiencing homelessness (e.g., urinating outside).

- Re-examine the list of sex crimes that require someone in Oregon to register for a lifetime to ensure that nonpredatory/person to person harm do not have the lifetime registration requirement.
- State needs to provide housing for people who are sex offenders.

General Investments (Local, State, Federal)

- Advocate for flexible “housing stability support” resources for voucher holders, including:
 - Record expungement,
 - Housing Navigation, etc.
- Long-term Rent Assistance
- Advocate for more wrap around services to support people with substance use disorders, including drug and alcohol treatment and recovery services.
- More emergency rent assistance

Appendix C. Home Forward Decisions on Recommendations

Summary: Home Forward accepted most of the work groups recommendations as drafted. Where Home Forward made a different decision, the decision was in alignment with the intent of the recommendation but made the change easier to implement. In one case, Home Forward's decision went further than the work group recommendation in terms of benefiting voucher participants (e.g., eviction recommendation).

Approved

✓ Voluntary/Household Choice

Home Forward will terminate assistance if a household requests to do so. Home Forward will change our coding practices to ensure we are correctly coding terminations for this reason.

✓ Death of Sole Household Member

Home Forward will terminate assistance if a sole household member has died.

✓ Consent Forms/Paperwork

Home Forward will conduct outreach to participants including: beginning outreach 120 days prior to the paperwork due date, reaching out a minimum of three times using at least two different methods of communication. Staff will also allow a household to reinstate their assistance if it was terminated for this reason within 180 days for extenuating circumstances (e.g., hospitalization).

✓ Absence from Unit

Home Forward will ask for Moving to Work authority to allow households to be absent from the unit for more than 180 days in certain cases including: participating in residential treatment for drug and alcohol abuse or incarceration for drug possession if the household is participating in treatment post release. Staff should expand the existing reasons households can be absent between 60 to 180 days to include if the household is: visiting family outside of the United States, caring for a family member, unable to travel for health and safety reasons in response to a local, state, or federal disaster or emergency (e.g., COVID), or if they are going to be incarcerated and absent from their unit as a result of a crime Home Forward would not propose program termination for.

✓ **Drug and Alcohol Use**

Home Forward will ask for Moving to Work authority to not consider drug and alcohol use. In the meantime, Home Forward should only propose termination if the household has been convicted of a felony possession that results in them being absent from the unit for more than 180 days.

✓ **Criminal Activity – Manufacture of Methamphetamine**

Home Forward will continue to terminate assistance for manufacture of methamphetamine in federally assisted housing. Home Forward will advocate that the federal government allow exceptions to this lifetime ban in certain cases.

✓ **Criminal Activity – Lifetime Registered Sex Offender**

Home Forward will continue to terminate assistance if someone is required to register on the lifetime registered sex offender list. Home Forward should advocate that the State of Oregon revisit its lifetime registration list to ensure they are not criminalizing people experiencing homelessness.

✓ **Criminal Activity – Violent and Drug Related**

Home Forward will only terminate assistance if someone is convicted of a felony violent or drug related crime (excluding possession) and will be incarcerated for more than 60 days. Home Forward should advocate that the federal government not allow public housing authorities to terminate assistance for arrests or any other standard other than a conviction.

✓ **Criminal Activity – Other**

The only “other” crimes Home Forward will consider are felony convictions for identity theft or a criminal act in connection with the individual's federal housing assistance.

✓ **Threat of Violence Against Home Forward staff**

Home Forward will continue to terminate assistance for threats of or actual violence towards PHA staff but Home Forward will clarify that we will terminate assistance if violence has happened but we may terminate assistance for threats of violence if we are able to find other solutions with the participant while keeping staff safe.

✓ **Violate Family Obligations**

Home Forward will have a participant centered work group focused on reviewing and updating the Statement of Family Obligations.

Approved (technical change)

✓ **Zero HAP**

Home Forward will ask for Moving to Work Authority to give each household 365 days after our last housing assistance payment on their behalf prior to terminating assistance instead of 180 days.

Change from work group recommendation: The work group recommended 365 for households that are shelter burdened at 0 HAP and to reduce administrative burden, Home Forward decided to ask for permission to give everyone 365 days.

Updated (substantive change)

✓ **Eviction**

Home Forward will ask for Moving to Work Authority to not have to terminate assistance if a household has been evicted. In the meantime, Home Forward will implement the work group's recommendation to remove consideration of "repeated lease violations" and narrow the definition of "serious" eviction to only include evictions as the result of a 24-hour notice for certain reasons.¹⁹

Change from work group recommendation: The work group recommended that Home Forward narrow the definition of eviction and remove repeated violation of the lease but still consider evictions.

¹⁹ Any 24-hour notice except for prostitution, manufacture of a cannaboid extract, drug possession, Prostitution; the tenant intentionally provided substantial false information on the application for the tenancy within the past year.

✓ Debt or Default on Repayment Agreements

Home Forward will provide 30 calendar days to pay debt or enter into a repayment agreement instead of 10. Home Forward will offer more affordable repayment agreements: a household can choose any monthly payment amount as long as the agreement is no longer than seven years. Home Forward will allow households to automatically miss two payments in a 12-month period (length of agreement will extend one month with each skip). After the second missed payment, Home Forward will reach out and offer to renegotiate the agreement with the participant to a more affordable amount. If the participant does not respond, Home Forward will automatically reduce the monthly payment to the minimum (amount required to pay off debt within 7 years).

Change from work group recommendation: The work group did not come to consensus on this recommendation but did support 30 days to negotiate an agreement, more affordable options, and the ability to do two skips. Non-consensus items that were discussed but are not included in the decision are: ability to defer every 6 months, ability to waive debt, \$10 monthly minimum and 10% of income maximum.

MEMORANDUM

To: Board of Commissioners
Date: February 21, 2023

From: Amanda Saul, Assistant Director
For GO Bond Development
503.802.8552
Subject: Authorize Execution of Documents
in Connection with Financing,
Transferring of Property Interests,
Development, and Operation of
Fairfield Apartments
Resolution 23-02-02

Michael Fu
Affordable Housing Developer
503.802.8499

Staff requests the Board of Commissioners to approve Resolution 23-02-02 authorizing the execution and delivery of documents by Home Forward, on its own behalf and in its capacity as general partner of Fairfield PSH Limited Partnership, an Oregon limited Partnership (the “Partnership”), in connection with the financing, development and operation of the Fairfield Apartments (the “Project”), and to authorize the lending of money to said partnership.

This action supports Home Forward’s Strategic Plan Goal One Portfolio: Our real estate is stable for generations to come and meets the needs of the people and neighborhoods it serves.

BACKGROUND

The Fairfield Apartments is an 82-unit, single-room occupancy (SRO) development located at 1103-1121 SW Harvey Milk Street in Downtown Portland. The Portland Housing Bureau (PHB) owns the property, and it is home to some of Portland’s most vulnerable residents. Financial assistance comes from an annually renewed HUD Mod Rehab contract that qualifies for conversion to a long-term contract through HUD’s Rental Assistance Demonstration (RAD) program.

In January 2018, the Fairfield Apartments entered into Home Forward's asset management portfolio via the Intergovernmental Agreement (IGA) between Home Forward and PHB whereby Home Forward asset manages PHB's properties. Given Home Forward's extensive experience pairing RAD subsidies with rehabilitation efforts, in December of 2019 and again in 2020, PHB requested that Home Forward submit funding applications to OHCS for the preservation of the Fairfield Apartments.

Previous board action related to the Fairfield includes authorization of the submission of low-income housing tax credits and funding applications (Resolutions 20-03-04, 21-01-02), the execution of site control documentation (Resolutions 20-03-05, 21-01-03), the use of the design-build alternative procurement process (Resolution 21-07-02), contracting with Walsh Construction Company (Walsh) for design-build services (Resolution 21-09-01), amending the contract with Walsh to include full design-phase services (Resolution 21-12-05), amending the contract with Walsh to include the early purchase of materials (Resolution 22-09-07) and the GMP Amendment (Resolution 23-01-03).

The following key facts are relevant to the Project's development:

- All 75 units will serve chronically homeless people with a disabling condition, requesting culturally appropriate services from Urban League, with incomes at or below 30% of Area Median Income (AMI). Urban League will provide Supportive Services through 5-year, renewable contract with the Joint Office of Homeless Services.
- Home Forward will serve as lessor, developer, and sole general partner of the Partnership that will:
 - Lease the land and building for approximately 99 years; and
 - Construct and own the 75 units.
- As is typical for projects financed with LIHTCs, Home Forward and Home Forward Development Enterprises Corporation ("HFDEC") formed the Partnership prior to financial close and construction start. A Secretary's Certificate of the Resolution is typical for lender due diligence and is attached to the resolution. Exhibit A to the resolution includes a list of anticipated closing documents.
- A construction loan from Key Bank for approximately \$18,000,000.
- Home Forward has retained Walsh Construction Co./Oregon and PMA Architects as Design/Build Contractor for the Project. Home Forward will assign the Design/Build contract to the Partnership. Home Forward will assign all other development contracts to the Partnership at financial closing.
- The Project will have 75 PBV subsidized units. Home Forward will convert Fairfield's HUD Mod Rehab contract that qualifies for conversion to a long-term

contract through HUD’s Rental Assistance Demonstration (RAD) program to 75 voucher-based under HUD’s PBV program.

- Prosper Portland will purchase an approximately 3,000 square foot condominium on the ground floor.
- Construction will begin in March.

OVERVIEW

Home Forward is the general partner, and USBCDC will be equity investor Limited Partner for the Partnership. Home Forward will lease the land and building to the Partnership for 99 years.

Funding sources for the Project will include tax credit equity, long-term land/building lease, a construction loan, PHB TIF, Prosper Portland, deferred developer fee and sponsor loans comprised of a direct appropriation from HUD, CAP Grant and GHAP.

Funding Sources:

Permanent Funders and Funding Amounts	
Investor Capital Contribution (USBCDC via 9% LIHTCs)	\$16,198,380
GHAP via OHCS (Sponsor Loan)	\$400,000
PHB TIF	\$6,500,000
Lessor Loan	\$3,125,500
Home Forward Deferred Developer Fee	\$834,000
Home Forward Cap Grant (Sponsor Loan)	\$50,000
HUD Direct Appropriation (Sponsor Loan)	\$2,000,000
Home Forward GP Contribution	\$100
Prosper Portland (Commercial Space)	\$2,341,180
TOTAL	\$31,449,160

The lease between Home Forward and the Partnership for the land and building will be financed with a Lessor Loan, which is based on a percentage of the appraised value and may change slightly.

Home Forward will sponsor loan in \$2,000,000 in Home Forward funds until the HUD Direct Appropriation is granted from HUD to PHB, then granted from PHB to Home Forward. At time of receipt of the \$2,000,000 grant from PHB, the original Home Forward

funds will be refunded and replaced with the \$2,000,000 in HUD Direct Appropriations funds. We anticipate this to take place in Fall 2023. This temporary loan will be funded by our Line of Credit (LOC). Interest charges for the LOC are included in the budget.

Prosper Portland will purchase approximately 3,000 square feet of ground floor space to be used as commercial space. Prosper Portland will pay up to \$2,500,000 for the space and will be responsible for tenant improvements. Current costs are projected to be \$2,341,180. Prosper will provide its funding as a construction loan at financial close. Once the condo is created, near the end of construction, Prosper will purchase the space for the actual cost. Prosper anticipates leasing 3 separate spaces to small and emerging small businesses.

CONCLUSION

Staff requests the Board of Commissioners to authorize the execution and delivery of documents by Home Forward, on its own behalf and in its capacity as general partner of Fairfield PSH Limited Partnership, in connection with the financing, development and operation of the Project, and to authorize the lending of money to said partnership.

Staff provided the Real Estate and Development (READ) Committee of Home Forward's board a draft of this resolution at its January 6, 2023 meeting.

ATTACHMENTS

Exhibit A Project Documents

Certificate of Secretary



RESOLUTION 23-02-02

RESOLUTION 23-02-02 AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS BY HOME FORWARD, ON ITS OWN BEHALF AND IN ITS CAPACITY AS GENERAL PARTNER OF FAIRFIELD PSH LIMITED PARTNERSHIP, TO EFFECTUATE THE ACQUISITION, FINANCING, AND DEVELOPMENT OF THE HOUSING PROJECT KNOWN AS THE FAIRFIELD APARTMENTS LOCATED IN PORTLAND, MULTNOMAH COUNTY, OREGON

WHEREAS, Home Forward seeks to encourage the provision of long-term housing for low-income persons residing in the City of Portland, Oregon (the “City”);

WHEREAS, ORS 456.120(18) provides that a housing authority may enter in a partnership agreement with or loan money to an individual, partnership, or other association to finance, plan, undertake, construct, acquire or operate a housing project; and

WHEREAS, ORS 456.065 defines “housing project” to include, among other things, “any work or undertaking ...to provide decent, safe, sanitary urban or rural housings for persons or families of lower income”; and

WHEREAS, ORS 456.055 and 456.175 provide that a housing authority may issue bonds, notes, interim certificates, debentures or other obligations for any of its corporate purposes; and

WHEREAS, Home Forward has determined that it is consistent with its purposes to purchase and rehabilitate an existing housing development known as the Fairfield Apartments (the “Improvements”) located on real property located at 1103-1121 SW Harvey Milk Street in Portland, Oregon (the “Property”, and together with the Improvements, the “Project”) and to rehabilitate the Project into 75 units of affordable housing with ground floor commercial space; and

WHEREAS, the Property is owned by the City of Portland, a municipal corporation of the State of Oregon, acting by and through the Portland Housing Bureau (“PHB”); and

WHEREAS, PHB desires to transfer the Property to Home Forward via a Disposition and Development Agreement (“**DDA**”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward and the Project, for Home Forward to enter into the DDA with PHB and accept the transfer of the Property pursuant to terms and at a price (if any) as shall be determined by any single Authorized Officer (such determination to be conclusively demonstrated by the signature of any Authorized Officer on such document); and

WHEREAS, for the purpose of carrying out the Project, Home Forward has formed and is general partner of Fairfield PSH Limited Partnership, an Oregon limited partnership (the “**Partnership**”); and

WHEREAS, Home Forward Development Enterprises Corporation (“**HFDEC**”) is the initial limited partner of the Partnership; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to authorize Home Forward to lease the Project to the Partnership pursuant to a lease (the “**Lease**”) in order for the Partnership to rehabilitate and operate the Project, for a term of 99-years and at a rent of approximately **\$3,270,000** (as such amount may change based on an appraisal of the Project); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for Home Forward to hold a note from the Partnership for a portion of the approximately **\$3,270,000** Lease rent for the Project (as such amount may change based on an appraisal of the Project) in the amount of approximately **\$3,125,500** (the “**Lessor Loan**”) (as such amount may change based on an appraisal of the Improvements); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to obtain a low-income housing tax credit (“**LIHTC**”) investment in the Partnership of approximately **\$16,198,380** (which amount may change based on underwriting) (the “**LP Investment**”) from U.S. Bancorp Community Development Corporation, a Minnesota Corporation, or its assign (“**USBCDC**”) and to admit USBCDC as an investor limited partner of the Partnership; and

WHEREAS, upon the admission of USBCDC as limited partner of the Partnership, HFDEC shall withdraw from the Partnership; and

WHEREAS, as part of the LP Investment, USBCDC requires that the current Agreement of Limited Partnership of the Partnership be amended and restated in its entirety to reflect the terms of the LP Investment (the “**Amended Partnership Agreement**”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to take all actions reasonably necessary to facilitate the LP Investment in the Partnership by USBCDC by entering into all reasonably necessary agreements with USBCDC and the Partnership (collectively the “**Partnership Documents**”) and by taking such further actions as are reasonably necessary as to facilitate the LP Investment in the Partnership by USBCDC; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project, to accept an award of 9% LIHTC from the State of Oregon, acting by and through its Housing and Community Services Department (“**OHCS**”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project, to enter into a 9% Low-Income Housing Tax Credit Reservation and Extended Use Agreement, 9% Low-Income Housing Tax Credit Declaration of Land Use Restrictive Covenants, 9% Tax Credit Allocation Indemnity and Hold Harmless Agreement, and such other documentation as may be reasonably required in connection with obtaining the allocation of LIHTC (collectively, the “**Tax Credit Documents**”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to enter into such agreements as are reasonably necessary for the Partnership to obtain a loan from Keybank National Association (the “**Lender**”) in an amount of up to **\$18,000,000** (which amount may change based on underwriting) (the “**Construction Loan**”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to cause Home Forward to enter into such agreements as may be required by Lender in connection with the Construction Loan including, without limitation, any guaranty agreements, environmental indemnity agreements, and assignment of its partnership interests, capital contributions, or tax credits which may be required by Lender; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to enter into such agreements as are reasonably necessary to obtain a loan of River District Tax Increment Financing funds from the City of Portland acting by and through its Portland Housing Bureau (“**PHB**”) to the Partnership in the approximate amount of **\$6,500,000** (the “**PHB Loan**”); and

WHEREAS, PHB has also loaned Home Forward a pre-development loan in the amount of **\$1,000,000** (the “**PHB Predevelopment Loan**”), which such loan will be paid off at closing of the Project’s financing; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary to obtain a grant in the approximate amount of **\$400,000** of General Housing Account Program funds (the “**GHAP Grant**”) from OHCS and thereafter, for Home Forward to lend the proceeds of such GHAP Grant to the Partnership (“**Sponsor Loan No. 1**”) for a term and at an interest rate as shall be determined by an Authorized Officer (such determination to be conclusively demonstrated by the signature of any Authorized Officer on such document); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary to make loan of Capital Grant funds from Home Forward to the Partnership in the approximate amount of **\$50,000** (the “**Sponsor Loan No. 2**”) for a term and at an interest rate as shall be determined by an Authorized Officer (such determination to be conclusively demonstrated by the signature of any Authorized Officer on such document); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary to make loan of funds from Home Forward to the Partnership in the approximate amount of **\$2,000,000** (the “**Home Forward Loan**”) for a term and at an interest rate as shall be determined by an Authorized Officer (such determination to be conclusively demonstrated by the signature of any Authorized Officer on such document); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary to obtain a grant in the approximate amount of **\$2,000,000** of funds federally

appropriated to the Project and distributed to Home Forward through PHB (the “**PHB Grant**”) and thereafter, for Home Forward to lend the proceeds of such PHB Grant to the Partnership; and

WHEREAS, if the PHB Grant is received by Home Forward, Home Forward will use the PHB Grant to replace the funds used to initially fund the Home Forward Loan and the documents evidencing the Home Forward Loan will be amended to include any requirements related to the PHB Grant that must be passed on to the Partnership, all as shall be determined by an Authorized Officer (such determination to be conclusively demonstrated by the signature of any Authorized Officer on such document; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to enter into such agreements as are reasonably necessary for Home Forward to make a capital contribution to the Partnership in the approximate amount of **\$100** (the “**Home Forward Equity Contribution**”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to cause Home Forward to convert an existing Mod Rehab HAP Contract on the Project through the Rental Assistance Demonstration Program (the “**RAD Conversion**”) and subsequently enter into a Housing Assistance Payment Contract (the “**HAP Contract**”) with the Partnership to subsidize 75 units in the Project with Project-Based Section 8 rental subsidies; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to authorize the execution and delivery of certain documents pursuant to which the Project may be granted an exemption under the City of Portland’s System Development Charges Exemption Program (the “**SDC Exemption**”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to engage Home Forward as the initial property manager for the Project; and

WHEREAS, Home Forward may select a substitute property manager for the Project prior to completion of the Project;

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to enter into a contract with Multnomah County, acting by and through the Joint Office of Homeless Services (the

“County”) to provide funding to support the provision of permanent supportive housing supportive services to the Project (the “County Contract”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to engage Urban League as the supportive services provider for the Project and for the Partnership to enter into a contract with the County and Urban League of Portland, Inc. (“Urban League”) governing Urban League’s provision of permanent supportive housing supportive services to the Project (the “PSH Services Agreement”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to engage Urban League as the resident services provider for the Project; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to engage Home Forward as developer of the Project and for Home Forward to defer a portion of the developer fee for the benefit of the Project in the approximate amount of **\$834,000** (the “Deferred Fee”);

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to subject the Project to a condominium regime upon completion of the rehabilitation (the “Condominium”) created pursuant to a Condominium Declaration declared by Home Forward (the “Condominium Declaration”), which will establish two separate condominium units comprised of the Project which will be Unit 1 of Condominium, and an approximately 3,000 square foot commercial space which will be Unit 2 of the Condominium (the “Commercial Unit”); and

WHEREAS, The City of Portland, a municipal corporation of the State of Oregon, acting by and through Prosper Portland, the economic development and urban renewal agency of the City of Portland (“Prosper Portland”) will finance the development of the Commercial Unit through a construction loan to the Partnership in the approximate amount of **\$2,500,000** (the “Prosper Portland Loan”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to cause Home Forward to enter into any guaranty agreement which may be required by Prosper Portland in connection with the Prosper Portland Loan; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for the Partnership to sell, transfer, and convey the Commercial Unit to Prosper Portland for an amount equal to the outstanding balance on the Prosper Portland Loan pursuant to a Purchase and Sale Agreement upon recording of the Condominium Declaration and creation of the Commercial Unit; and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project to authorize the execution and delivery of certain agreements for architectural, construction, property management, and technical related services related to the Project (the “**Project Documents**”); and

WHEREAS, Home Forward has determined it to be in the best interests of Home Forward, the Partnership, and the Project for Home Forward to assign to the Partnership certain Project Documents Home Forward entered into prior to the admission of USBCDC as the limited partner; and

WHEREAS, the Board of Commissioners of Home Forward desires to consent to these transactions, consent to the documents which will be executed, to grant authority to certain individuals to execute documents on behalf of Home Forward in its own corporate capacity and as the general partner of the Partnership for the benefit of the Partnership, and to ratify certain actions pertaining to these transactions taken prior to the date of this resolution; and

WHEREAS, ORS 456.135 authorizes Home Forward and/or the Partnership to delegate to one or more of its agents and employees such powers as it deems proper.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HOME FORWARD, IN ITS OWN CAPACITY AND ITS SEPARATE CAPACITY AS THE GENERAL PARTNER OF THE PARTNERSHIP, ADOPTS THE FOLLOWING RESOLUTIONS:

1. **RESOLVED**, that Home Forward ratifies and affirms its actions in the formation of the Partnership.
2. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to acquire the Property from PHB and to execute the DDA and such other documents as may be necessary to close on the acquisition of the Property, with such terms and conditions as any single Authorized Officer shall approve (such approval to be

conclusively demonstrated by the signature of any single Authorized Officer on such documents).

3. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to enter into the Lease between Home Forward and the Partnership with such terms and conditions as any single Authorized Officer shall approve (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
4. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to make and close on the Lessor Loan, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
5. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to receive the LIHTC, including but not limited to the Tax Credit Documents and all such other documents as may be required OHCS with respect to the LIHTC, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
6. **RESOLVED**, that Home Forward is authorized to negotiate, execute and deliver on behalf of Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, a letter of intent relating to an anticipated Amended Partnership Agreement of the Partnership among Home Forward as the general partner, HFDEC as the withdrawing limited partner, and USBCDC, in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
7. **RESOLVED**, that Home Forward is authorized to negotiate, execute and deliver on behalf of Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, the Partnership Documents listed on the attached **Exhibit A** (whether bearing the name listed or names to similar effect)

and such other documents as reasonably may be required in connection with the closing of the LP Investment by USBCDC, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

8. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to close on the Construction Loan, including those documents listed on the attached Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the Construction Loan, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
9. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to close on the PHB Loan including but not limited to the execution and delivery of those documents set forth on Exhibit A (whether bearing the name listed or names to similar effect) and such other documents as reasonably may be required in connection with the closing of the PHB Loan, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
10. **RESOLVED**, that that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to pay off the PHB Predevelopment Loan with Project financing, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
11. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to accept the GHAP Grant and to make and close on Sponsor Loan No. 1, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);

12. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to make and close on Sponsor Loan No. 2, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
13. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to make and close on the Home Forward Loan, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
14. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to make and close on the PHB Grant, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
15. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to replace the PHB Grant as the source of the Home Forward Loan (if the PHB Grant is awarded) and to make such amendments to the Home Forward Loan documents as are necessary to comply with the terms of the PHB Grant, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);
16. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to make and close on the Home Forward Equity Contribution, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents);

17. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents necessary to close on the RAD Conversion and the HAP Contract, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
18. **RESOLVED**, that Home Forward is authorized to negotiate, execute, and deliver on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to obtain the SDC Exemption, all in the form approved by any Authorized Officer (such approval to be conclusively demonstrated by the signature of any Authorized Officer on such document).
19. **RESOLVED**, that Home Forward is authorized to serve as the initial property manager until a substitute property manager is selected, and to negotiate, execute and deliver on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to engage Home Forward as the initial property manager and resident services provider of the Project and to engage a substitute property manager, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
20. **RESOLVED**, that Home Forward is authorized to serve as developer of the Project and to negotiate, execute and deliver on behalf of Home Forward or the Partnership, as the case may be, the documents necessary to engage Home Forward as developer and to defer the Deferred Fee, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
21. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver the County Contract, in a form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).
22. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to engage Urban League as the resident services provider of the Project and permanent

supportive housing services provider Project and to enter into the PSH Services Agreement and a resident services agreement with Urban League, all in a form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

23. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver such documents as may be required to close on the Prosper Portland Loan, including any guaranty required from Home Forward, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

24. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership is authorized to execute all documents reasonably related to (i) the formation of the Condominium, and (ii) the sale of the Commercial Unit by the Partnership to Prosper Portland, each in a form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

25. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute and deliver all contracts and other documents respecting the design, construction, and technical assistance for the Project, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

26. **RESOLVED**, that Home Forward is authorized to assign to the Partnership and the Partnership is authorized to assume the Project Documents entered into by Home Forward before USBCDC was admitted as limited partner, all in the form approved by any single Authorized Officer (such approval to be conclusively demonstrated by the signature of any single Authorized Officer on such documents).

27. **RESOLVED**, that Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, is authorized and directed to execute, deliver and/or file (or cause to be delivered and/or filed) any affidavits, certificates, letters, government forms, documents, agreements and instruments determined to

be necessary or desirable: (i) to give effect to this resolution and/or (ii) to consummate the transactions contemplated herein;

28. **RESOLVED**, that any action required by this resolution is authorized to be taken by Damien Hall, Board Chair, Kandy Sage, Chief Financial Officer, or Ivory N. Mathews, Chief Executive Officer of Home Forward, or the respective successors or assigns of each (each individually, an “**Authorized Officer**”), and each of them acting alone, is authorized to take action as an Authorized Officer, and in the absence of such Authorized Officer, may be taken by the duly authorized acting Chair of the Board, acting Chief Financial Officer of Home Forward, or acting Chief Executive Officer of Home Forward, respectively.
29. **RESOLVED**, that Home Forward is authorized to expend such funds (and to cause the Partnership to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution.
30. **RESOLVED**, that any Authorized Officer is authorized to negotiate, execute and deliver on behalf of Home Forward, in its individual capacity, as general partner of the Partnership and on behalf of the Partnership, as the case may be, such other agreements, certificates, and documents, and to take or authorize to be taken all such other actions any Authorized Officer shall deem necessary or desirable to carry out the transactions contemplated by the foregoing resolutions (such determination to be conclusively demonstrated by the signature of any single Authorized Officer on such document); and
31. **RESOLVED**, that to the extent any action, agreement, document, or certification has heretofore been taken, executed, delivered, or performed by an Authorized Officer named in these Resolutions on behalf of Home Forward (whether in its own capacity or as general partner of the Partnership) or the Partnership and in furtherance of the Project, the same is hereby ratified and affirmed.

This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED: February 21, 2023

Attest:

Home Forward:

Ivory N. Mathews, Secretary

Damien R. Hall, Chair

EXHIBIT A
LIST OF TRANSACTION DOCUMENTS

Below is a list of the anticipated transaction documents for the financial closing of Fairfield Apartments Project:

Partnership Documents

- (a) Amended and Restated Agreement of Limited Partnership of Fairfield PSH Limited Partnership
- (b) Development Services Agreement
- (c) Guaranty
- (d) Partnership Management Agreement
- (e) Joint Marketing MOU

Conveyance Documents

- (a) Disposition and Development Agreement
- (b) Memorandum of Disposition and Development Agreement
- (c) Bargain and Sale Deed (PHB to Home Forward)
- (d) Quit Claim Deed with Escrow Instructions
- (e) Lease
- (f) Memorandum Lease
- (g) Purchase and Sale Agreement for Commercial Unit

Tax Credit Documents

- (a) OHCS 9% Low-Income Housing Tax Credit Reservation and Extended Use Agreement
- (b) OHCS 9% Tax Credit Indemnity and Hold Harmless Agreement
- (c) OHCS 9% Low-Income Housing Tax Credit Program Declaration of Land Use Restrictions
- (d) Tripartite Agreement

Construction Loan Documents

- (a) Construction and Permanent Loan Agreement
- (b) Promissory Note
- (c) Leasehold Trust Deed, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement, and Fixture Filing
- (d) Assignment of Subsidy Agreement
- (e) Assignment of Housing Assistance Payments Contract
- (f) Consent to Assignment of HAP Contract as Security for Financing
- (g) Environmental and Building Laws Indemnity Agreement
- (h) Performance and Completion Guaranty
- (i) Limited Recourse Guaranty
- (j) Consent and Subordination of Management Agreement
- (k) Collateral Assignment of Rights to Tax Credits and Partnership Interests
- (l) Assignment of Development Fee
- (m) Assignment of Construction and Design Agreements
- (n) Assignment and Security Agreement (Commercial Unit Purchase and Sale Agreement)
- (o) Lessor's Estoppel Certificate, Consent and Agreement

- (p) Rate Lock Agreement
- (q) Promissory Note (Rate Lock Fee) and Guaranty Addendum
- (r) UCC-1 Financing Statements

PHB Loan Documents

- (a) Loan Agreement
- (b) Promissory Note
- (c) Trust Deed
- (d) PHB Regulatory Agreement
- (e) SDC Regulatory Agreement
- (f) Operating Deficit Reserve Agreement
- (g) Replacement Reserve Agreement
- (h) UCC-1

Lessor Loan Documents

- (a) Promissory Note
- (b) Trust Deed

Sponsor Loan Documents

- (a) Promissory Note (Sponsor Loan No. 1)
- (b) Trust Deed (Sponsor Loan No. 1)
- (c) Promissory Note (Sponsor Loan No. 2)
- (d) Trust Deed (Sponsor Loan No. 2)

Home Forward Loan Documents

- (a) Promissory Note
- (b) Trust Deed

Prosper Portland Loan Documents

- (a) Loan Agreement
- (b) Promissory Note
- (c) Trust Deed
- (d) Guaranty

GHAP Grant Documents

- (a) General Housing Account Program Grant Agreement and Declaration of Restrictive Covenants
- (b) General Housing Account Program Assignment and Assumption Agreement and Declaration of Restrictive Covenants

HAP Contract

- (a) Housing Assistance Payments Contract
- (b) ACC Amendment

Miscellaneous

- (a) Property Management Agreement and Addendum

- (b) County Contract
- (c) Supportive Services Agreement
- (d) Resident Services Agreement
- (e) Prosper Portland Term Sheet
- (f) Condominium Declaration
- (g) GMP Amendment
- (h) Priority and Subordination Agreement
- (i) PHB Grant documents

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Chief Executive Officer and Secretary of Home Forward and keeper of the records of Home Forward, CERTIFY:

1. That the attached Resolution 23-02-02 (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners of Home Forward, as adopted at a meeting of Home Forward held on February 21 2023, and duly recorded in the minute books of Home Forward.

2. That such meeting was duly convened and held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of Home Forward present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of February, 2023.

HOME FORWARD

Ivory N. Mathews, Chief Executive Officer and Secretary

STAFF REPORTS

**Procurement & Contracts Department
MONTHLY CONTRACT REPORT
Contracts Approved 12/01/22 - 1/31/23**

PUBLIC IMPROVEMENT
(CONSTRUCTION & MAINTENANCE SERVICES)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3091	0	Prime Legacy	\$ 27,668.27	Rebuild of units 6A at Humboldt Gardens	Property Management	12/5/2022	2/15/2023
C3102	0	MJ General Contracting	\$ 38,360.00	Front desk renovation at BCC	Property Management	1/3/2023	3/31/2023
Subtotal			\$ 66,028.27				2

GOODS & SERVICES

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C3065	0	Point Monitor	\$ 2,880.00	Fire Alarm Monitoring at Humboldt Gardens	Property Management	12/5/2022	9/30/2023
C3098	0	Hughes Electrical Contractors	\$ 18,155.00	Electric vehicle charging station - purchase, installation, and service	IFS	12/21/2022	1/31/2023
C3099	0	Imperial Cabinets & Millwork, Inc	\$ 7,450.00	EASTWOOD COURT Reception Lobby sign	DCR	12/29/2022	3/31/2023
C3080	0	Freedom Security Solutions	\$ 103,040.00	Security at Dahlke	Property Management	1/7/2023	1/31/2024
C3108	0	1-800 Water Damage	\$ 20,000.00	Emergency Mitigation at SCC	Property Management	1/17/2023	2/28/2023
C3111	0	Stan the Hot Water Man	\$ 39,500.00	Boiler Replacement at Holgate House	Property Management	1/23/2023	3/17/2023
C3113	0	JH Kelly	\$ 11,507.11	HVAC repairs at SCC	Property Management	1/23/2023	1/31/2023
C3122	0	Environmental Works	\$ 2,890.00	Radon testing at the Hattie Redmond	DCR	1/31/2023	6/1/2023
Subtotal			\$ 205,422.11				8

PERSONAL SERVICE CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2965	0	LMC, Inc.	\$ 194,770.00	Pre-Construction Services for Peaceful Villa	DCR	12/2/2022	4/30/2024
C3089	0	Elevator Consulting Services	\$ 8,100.00	Elevator consulting at Fairfield	DCR	12/4/2022	12/31/2024
C3077	0	Verified First LLC	\$ 6,000.00	Background Check Services	HR	12/5/2022	1/30/2024
C3086	0	Friendly House Inc.	\$ 70,000.00	Health & Wellness programming at CHSP sites; Rule 46-0340	Community Services	12/5/2022	12/31/2023
C3082	0	Staffing Solutions, LLC	\$ 50,000.00	On-Call Temporary Labor Staffing	HR	12/6/2022	11/19/2023
C3090	0	Studio Davis	\$ 7,900.00	Traffic and parking study for Peaceful Villa.	DCR	12/13/2022	12/31/2023
C3092	0	John Southgate, LLC	\$ 2,750.00	Peaceful Villa meeting facilitation	DCR	12/13/2022	4/30/2023
C3094	0	Trash for Peace	\$ 18,906.68	Youth services coordination at property grouping GGMS	Community Services	12/13/2022	12/31/2023
C3095	0	Trash for Peace	\$ 39,733.28	Youth services coordination at The Ellington	Community Services	12/13/2022	12/31/2023
C3088	0	Family Essentials	\$ 295,067.00	STRA Mobile Housing Team	Homeless Initiatives	12/15/2022	6/30/2023
C3096	0	Amanda Morris	\$ 33,217.47	Foot care clinics at 15 properties	Community Services	12/15/2022	12/31/2023
C3093	0	Trash for Peace	\$ 42,230.00	Youth services coordination at New Columbia	Community Services	12/19/2022	12/31/2023
C2982	0	NARA	\$ 481,951.76	PSH Resident Services for Webster Rd	Community Services	12/22/2022	6/30/2024
C2905	0	NARA	\$ -	Amend date to pay invoices	Rent Assistance	12/23/2022	1/31/2023
C3100	0	Family Essentials	\$ 122,397.38	Supportive services for 32 homeless preference units at The Ellington; Rule 46-0340	Community Services	12/31/2022	6/30/2023
C3109	0	Nancy Davis Consulting	\$ 20,000.00	Strategist & Facilitation Consultant	Executive	1/7/2023	1/31/2023
C2988	0	El Programa Hispano Catolico	\$ -	Amend to pay invoices	Rent Assistance	1/9/2023	1/31/2023
C3107	0	Unfold LLC	\$ 1,224.00	Bi-Monthly yoga at Tukwila Springs	Community Services	1/18/2023	6/30/2023
C3097	0	Human Solutions DBA Our Just Future	\$ 41,180.43	Resident services at Gateway Park, Sequoia Square, and Multnomah Manor	Community Services	1/19/2023	12/31/2023

C3101	0	Pegasus Moving & Cleaning	\$ 456,456.00	Housekeeping services for CHSP; Rule 46-0340	Community Services	1/19/2023	12/31/2023
C3104	0	PDX Nutrition Services	\$ 550,185.00	Meal services for CHSP; Rule 46-0340	Community Services	1/19/2023	12/31/2023
C3103	0	Global Movement Network	\$ 50,000.00	Gang intervention outreach services for New Columbia youth	Community Services	1/23/2023	12/31/2023
Subtotal			\$ 2,492,069.00				22

PROFESSIONAL SERVICE CONTRACTS (A&E)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
Total			\$ -				0

AMENDMENTS TO EXISTING CONTRACTS

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
C2410	3	Amanda Morris	\$ 716.00	Foot care clinic at BCC; amended to extend contract	Community Services	12/1/2022	12/31/2022
C2964	4	Bora Architecture Inc	\$ 156,137.00	Increased scope of work: ROW Woodward design and engineering, added landscape renderings, QEC building science design and construction administration, and Code Unlimited code appeals.	DCR	12/2/2022	6/30/2026
C2761	2	KPFF Consulting Engineers	\$ -	ALTA survey services prior to construction and after construction for the Troutdale Project; amended to extend contract	DCR	12/4/2022	12/31/2024
C2990	1	Milo Reed	\$ -	Research into Home Forward history to justify creation of a preference policy; amended to add time	Executive	12/5/2022	4/1/2023
C2226	1	Otis Elevator	\$ 96,000.00	Preventive Maintenance at Schrunck, Medallion and Williams; amended to extend contract	Property Management	12/6/2022	4/18/2024
C2868	6	Walsh Construction Co.	\$ 73,487.92	Dekum CO #4	DCR	12/7/2022	7/31/2023
C2919	3	Walsh Construction Co.	\$ 28,487.00	Fairfield design-build additional design	DCR	12/7/2022	12/31/2024
C2660	3	Megan Ashlock	\$ 18,000.00	Online Youth Leadership Academy for students aged 12-18; amended to extend contract	Community Services	12/9/2022	12/31/2023
C2656	2	Cloud Nyne Design	\$ -	Website software and security upgrade; amended to extend contract	Executive	12/12/2022	12/31/2023

C2742	1	Carlson Testing, Inc.	\$ 1,226.75	Adding scope for rooftop stair and extending term for special inspections at Dahlke	DCR	12/12/2022	6/30/2023
C2662	2	Trash for Peace	\$ 7,200.00	Resident support and services for Clackamas County; amended to extend contract	Community Services	12/13/2022	12/31/2023
C2668	2	Trash for Peace	\$ 18,410.22	Environmental Education and services at Fairview Oaks, Rockwood Station, and Madrona Place apartments; amended to extend contract	Community Services	12/13/2022	12/31/2023
C3046	3	Freedom Security Solutions	\$ 68,700.00	24/7 Security at Project Open Door; amended to extend contract	Property Management	12/14/2022	1/1/2023
C3059	1	Peter Meijer Architect, PC	\$ 750.00	Fountain place structural design for fire escape	DCR	12/14/2022	4/30/2023
C2327	20	LMC, Inc.	\$ (72,201.61)	Group 7 CO#16	DCR	12/16/2022	1/31/2023
C3031	1	Le Chevallier Strategies	\$ 11,000.00	Assisting with communications related to current events and other media and public engagement as needed; amended to update scope and extend contract	Executive	12/16/2022	6/30/2023
C2436	2	John Keating	\$ -	On- call grant writing, consultation, and fund development; amended to extend contract	Community Services	12/19/2022	12/31/2023
C2835	3	Global Transportation Engineering	\$ 5,885.00	Parking study for the Troutdale Project; additional scope of work added	DCR	12/19/2022	12/31/2023
C2448	1	O'Neill/Walsh Community Builders	\$ 82,433.12	Killingsworth CMGC CO # 1	DCR	12/20/2022	12/31/2024
C2448	2	O'Neill/Walsh Community Builders	\$ 39,510.62	Killingsworth CMGC CO # 1	DCR	12/20/2022	12/31/2024
C2634	2	Megan Ashlock	\$ 15,336.70	Coordinating and managing food distribution at New Columbia; facilitating volunteer coordination meeting for New Columbia and Tamarack; contract extension	Community Services	12/20/2022	12/31/2023
C2965	1	LMC, Inc.	\$ 236,038.00	MEPF design-build	DCR	12/20/2022	4/30/2024
C2953	1	Community Vision Inc.	\$ 5,000.00	Technology Accessibility training for high-rise residents; amended to extend contract	Community Services	12/21/2022	12/31/2023
C2986	1	Cascade AIDS Project	\$ -	Amend to pay invoices	Rent Assistance	12/22/2022	12/31/2022
C2901	1	IRCO	\$ -	Amend to pay invoices	Rent Assistance	12/22/2022	12/31/2022
C2907	1	Northwest Pilot Project	\$ -	Amend to pay invoices	Rent Assistance	12/22/2022	12/31/2022
C2910	1	Transition Projects, Inc.	\$ -	Amend to pay invoices	Rent Assistance	12/22/2022	12/31/2022
C3009	2	Carpenter Smith Consulting LLC	\$ 750.00	Beating Burnout and the Power of Belonging Workshops; amended to extend contract	Talent & Organizational Development	12/28/2022	9/15/2023
C2769	5	MWA Architects Inc	\$ 12,985.00	A&E Troutdale: increase scope, additional design	DCR	12/29/2022	12/31/2025

C2934	1	Amanda Morris	\$ 665.30	Footcare clinics; amended to add funds	Community Services	12/29/2022	12/31/2022
C2862	5	Cuenta Conmigo LLC	\$ -	Administrative support and executive assistance to the Director of Equity; amended to extend contract	Executive	12/31/2022	9/30/2023
C2412	3	Pegasus Moving & Cleaning	\$ -	On-call housekeeping services for Home Forward residents; amended to extend contract	Community Services	1/2/2023	12/31/2023
C2768	3	Peter Meijer Architect, PC	\$ -	Contract extension for Celilo Court security improvements	DCR	1/3/2023	12/31/2023
C2911	1	Urban League	\$ -	Amend to pay invoices	Rent Assistance	1/3/2023	1/31/2023
C2900	1	Impact Northwest	\$ -	Amend to pay invoices	Rent Assistance	1/4/2023	1/31/2023
C2580	2	Oregon Patrol Service	\$ 57,384.00	Security Services at Floresta, Powellhurst, Tillicum North, Tillicum South, Hunter's Run, Harold Lee Village, Townhouse Terrace, Demar Downs; amended to extend contract	Property Management	1/5/2023	12/31/2023
C2987	1	Cascadia Behavioral Healthcare	\$ -	Amend to pay invoices	Rent Assistance	1/5/2023	1/31/2023
C2709	2	NW Enforcement	\$ 11,550.00	Security at Celilo; amended to extend contract	Property Management	1/6/2023	12/31/2023
C2908	1	Outside In	\$ -	Amend to pay invoices	Rent Assistance	1/9/2023	1/31/2023
C3026	1	Bacharach Construction LLC	\$ 171,802.46	Celilo court security improvements material cost escalation, and new gate operation and labor cost.	DCR	1/9/2023	6/30/2023
C3026	2	Bacharach Construction LLC	\$ -	Celilo Ct security improvements -- attaching updated Equity Policy to contract to adhere to new HUD Section 3 regulations	DCR	1/12/2023	6/30/2023
C2933	1	Impact Northwest	\$ 321,990.00	Case management for CHSP residents; Rule 46-0340; amended to extend contract	Community Services	1/17/2023	12/31/2023
C2241	8	Bridgewater Group Inc	\$ -	ESA Updates, Hazardous Materials Investigation, Radon Engineering, and Soil Vapor Engineering at Powell; amended to add time	DCR	1/18/2023	6/1/2024
C2333	5	Background Investigations, inc	\$ 8,000.00	Tenant screening services; amended to extend contract	Property Management	1/18/2023	9/30/2024
C2595	1	Susan Brannon Consulting	\$ 250,000.00	Yardi consulting and troubleshooting for IT; Rule 46-0340	IT	1/18/2023	12/31/2024
C2718	3	Art Larger than Me, LLC	\$ 1,738.58	Art consulting services for Baldwin project; amended to increase scope of work	DCR	1/19/2023	3/1/2023
C2448	3	O'Neill/Walsh Community Builders	\$ -	Killingsworth CMGC -- attaching updated Equity Policy to contract to adhere to new HUD Section 3 regulations	DCR	1/20/2023	12/31/2024
C3013	1	Fulcrum Construction & Building Services LLC	\$ -	Schiller Way vent and roof rehab -- attaching updated Equity Policy to contract to adhere to new HUD Section 3 regulations	DCR	1/23/2023	3/31/2023
C2705	1	Westlake Consultants Inc	\$ -	Killingsworth Housing land survey; amending to extend contract	DCR	1/24/2023	6/30/2025

C2943	1	Home Instead	\$ 78,941.20	Housekeeping and personal care services for the CHSP program; amended to extend contract	Community Services	1/24/2023	6/30/2023
C2954	1	Day One Tech	\$ 8,652.00	Educational support, STEM activities, and summer programming; amended to extend contract	Community Services	1/24/2023	12/31/2023
C2981	1	Willamette Cultural Resource Associates, LTD	\$ -	Cultural Resources and Archaeological investigations to support environmental review for Killingsworth Housing	DCR	1/30/2023	12/31/2023
Subtotal			\$ 1,716,575.26				52

OTHER AGREEMENTS (Revenue contracts, 3rd Party contracts, MOU's, IGA's)

Contract #	Amend #	Contractor	Contract Amount	Description	Dept.	Execution Date	Expiration Date
GO2488	2	Elevate Energy	\$ -	Fairfield energy and water use contract extension	DCR	12/20/2022	12/31/2024
Subtotal			\$ -				1
Total			\$ 4,480,094.64				85

**Procurement & Contracts Department
FUTURE FORMAL PROCUREMENTS
6-Month Look Ahead - February 2023**

Estimated Contract Amount	Description	Dept.	Solicitation Period
\$100k	Conceptual Master Planning for The Ellington	Asset Mgmt	In progress
TBD	STRA	Homeless Initiatives	Mach 2023
\$4.515 million	Design and construction services for Gretchen Kafoury	DCR	Mach 2023
\$2.905 million	Design and construction services for Peter Paulson	DCR	Mach 2023
\$2.17 million	Design and construction services for Sequoia	DCR	Mach 2023
\$910k	Design and construction services for Schiller Way	DCR	Mach 2023
\$1.5 million	CHSP Housekeeping & Personal Care	Community Services	TBD
TBD	A&E for N. Maryland	DCR	TBD
TBD	CM/GC for N. Maryland	DCR	TBD