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APPENDIX XI. LAUREL MANOR

A HACN-OWNED-SENIOR FACILITY

Laurel Manor is a HACN-owned senior facility for persons sixty-two (62) years ~~old of~~ age or older. The ~~HACN will allow voucher holders to use their Housing Choice Vouchers at this facility and shall be subject to the same program requirements that apply to other owners in the program.~~ program is used to pay for the rental assistance for the seniors who live in the facility when subsidies are available and the tenant is eligible.

~~A. — Selection from waiting list~~

~~The waiting list for the facility is generated from the Housing Choice Voucher program waiting list. Those applicants who qualify for the senior units and come to the top of the waiting list are contacted by the HACN to determine their interest in occupying a unit in Laurel Manor.~~

~~B. — OCCUPANCY~~

~~1. When a family accepts an offer of tenancy in Laurel Manor, the HACN will give the family an oral briefing. The briefing will include information on how the program works and information regarding the family's and the HACN's responsibilities.~~

~~2. The HACN will give the family a briefing packet that includes all information in accordance with HUD regulations.~~

~~3. If the family head or spouse is a disabled person, the HACN will take appropriate steps to assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet, including alternative formats for both.~~

~~4. The HACN will screen or cause to be screened all applicants to Laurel Manor for suitability for tenancy.~~

~~C. — LEASING~~

~~1. The tenant and the HACN will enter into a written lease for the unit.~~

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~~2. The lease will include a HUD-required tenancy addendum. The tenancy addendum will include, word for word, all provisions required by HUD.~~

~~3. The lease will include all of the following:~~

~~the HACN and the names of the tenant(s);~~

~~the unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);~~

~~the term of the lease (initial term and any provision for renewal);~~

~~the amount of the tenant rent to HACN; and~~

~~a specification of what services, maintenance, equipment, and utilities are to be provided by the HACN.~~

~~4. The initial lease term must be for at least one year unless terminated by mutual agreement by HACN and the tenant.~~

~~D. RIGHT TO MOVE~~

~~1. The family may terminate the assisted lease at any time after the first year of occupancy. The family must give the HACN advance written notice of intent to vacate in accordance with the lease.~~

~~2. If the family has elected to terminate the lease in this manner, the HACN will offer the family the opportunity for continued assistance under the voucher program.~~

~~3. When providing notice to terminate the lease, a family must contact the HACN to request comparable tenant-based rental assistance if the family wishes to move with continued assistance.~~

~~A. The HACN will inform the family that they have the right to select any eligible unit available for lease, and a HACN owned unit is freely selected by the family, without HACN pressure or steering.~~

~~EB. RENT~~

~~1. At all times during the term of the HAP contract, the rent at Laurel Manor will not exceed the reasonable rent.~~

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2. The reasonable rent of a contract unit will be determined by comparison to rent for other comparable unassisted units utilizing such factors as the location, quality, size, unit type, amenities, housing services, maintenance, and utilities.

3. The ~~amount of the~~ reasonable rent will be determined by an ~~HACN contracted~~ independent ~~agency entity, approved by HUD. approved by HUD, rather than by the~~ HACN. The independent entity will ~~communicate the~~ furnish a copy of the independent ~~entity~~ determination of ~~rent~~ reasonable ~~ness~~ ~~rent~~ for HACN-owned units to the HACN ~~and the family and the HUD field office.~~

4. This independent agency approved by HUD shall also ~~HACN has will contracted with~~ ~~an independent agency entity approved by HUD to~~ assist the family negotiate the rent to the HACN for the units ~~in at~~ Laurel Manor.

FC. HQS INSPECTIONS

1. The HACN will ~~contracts~~ with an independent ~~agency entity approved by HUD~~ to conduct all HQS inspections for Laurel Manor and the independent ~~contractor entity~~ will communicate the results of each inspection to the family and the HACN.

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MOD REHAB PROGRAM APPENDIX VIII:

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APPENDIX VIII. MODERATE REHABILITATION PROGRAM (SRO)

~~The HACN manages an eight (8) unit Section 8 Moderate Rehabilitation Program for Single Room Occupancy (SRO). At the time HUD approved this project, all requirements were complied with in accordance with Title 24 Part 882 Subpart H, 882.801 – 882.810. This section only addresses the ongoing operation requirements of one SRO facility.~~

~~A. TENANT OUTREACH~~

~~1. The HACN may utilize the Section 8 HCV program waiting list and referrals from other community agencies to fill the SRO units.~~

~~2. Homeless individuals will have the first priority for occupancy of housing under this program.~~

~~3. The HACN and the Owner have undertaken outreach efforts to homeless individuals. The HACN outreach efforts ensure that all persons of all race, color, religion, sex, age, national origin, or mental or physical disability who may qualify for admission to the program are reached. Outreach efforts include the notification of the availability of the facility to all local emergency shelter providers and other organizations that could provide referrals of homeless individuals. These agencies provide interested persons information concerning the existence and location of the facility.~~

~~B. TENANT SUPPORTIVE SERVICES~~

~~Community agencies that have referred clients to this facility will provide ongoing case management as needed. Community group activities on holidays will be provided by the Owner.~~

~~C. CONTRACT RENTS~~

~~Contract rents do not include the costs of providing supportive services, transportation, furniture, or other non-housing costs, as determined by HUD. The initial gross rent (contract rent plus any utility allowance) for these units will be 75 percent of the 0-~~

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PAGE 13 EQUAL ACCESS

E. EQUAL OPPORTUNITY

1. It is the policy of the HACN to comply fully with all Federal, State, and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.
2. No person shall, on the grounds of race, color, gender, religion, creed, national or ethnic origin, familial status, marital status, handicap, disability, gender identity or sexual orientation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the HACN housing programs.
3. To further its commitment to full compliance with applicable Civil Rights laws, the HACN will provide Federal/State/local information to applicants for and participants in the Section 8 Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. All written information and advertisements will contain the appropriate Equal Opportunity language and logo.
4. If a family claims that illegal discrimination because race, color, gender, religion, creed, national or ethnic origin, familial status, marital status, handicap, disability or sexual orientation has prevented the family from finding or leasing a suitable unit with assistance under the Housing Choice Voucher program, HACN will provide the family with a HUD-903.1 discrimination claim form and assist the family in filling out and filing the housing discrimination complaint.
5. Fair Housing posters are posted throughout the Housing Authority office/s, including in the lobby and interview rooms. No individual with disabilities will be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the HACN's facilities are inaccessible to or unusable by persons with disabilities. For example, posters and housing information are displayed in locations throughout the HACN's office in such a manner as to be easily readable from a wheelchair.

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PAGES 36 AND 45 UTILITY ALLOWANCE:

Circumstances may dictate a larger size than the subsidy standards permit when persons cannot share a bedroom because of a need, such as a verified medical or health reason, or if an elderly person or persons with disabilities requires a live-in aide.

A family may request in writing a larger sized voucher than indicated by the HACN's subsidy standards. The request must explain and document the justification for a larger bedroom. Documentation verifying the justification may be required. Requests based on health related reasons must be verified by a knowledgeable medical professional.

2. Changes for Participants - The members of the family residing in the unit must be approved by the HACN. The family must obtain approval of any additional family member before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody of a child, in which case the family must inform the HACN within fourteen (14) calendar days of the addition to the family.

3. Under-housed and Over-housed Families - If a unit does not meet HQS space standards due to an increase in family size, the HACN will issue a new voucher of the appropriate size and assist the family in locating a suitable unit. When an appropriate sized unit is found by the family, HACN will terminate the current HAP contract in accordance with its terms.

D. UNIT SIZE SELECTED [24 CFR 982.402(c)]

1. If the family selects a different sized dwelling unit than that listed on the voucher, there are three criteria considered:

- a. The family unit size as determined for a family under the HACN subsidy standard for a family assisted in the voucher program is based on the HACN's adopted payment standards. The payment standard for a family will be the lower of:
 - 1) the payment standard amount for the family unit size; or
 - 2) the payment standard amount for the unit size rented by the family.
- b. The utility allowance ~~used to calculate the gross rent is based on the actual size of the unit the family selects, regardless of the size authorized on the family's voucher.~~ is determined by the lower of (1) the size of the unit the family leases or (2) by the size on the family's voucher (whichever is the lowest of the two).
- c. Housing Quality Standards allow two persons per living/sleeping room and permits maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The levels may be exceeded if a room other than a bedroom or living room is used for sleeping.

E. HQS GUIDELINES FOR UNIT SIZE SELECTED

Unit Size	Maximum Number in Household
0 Bedroom	2
1 Bedroom	4

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2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10

1. The HACN's utility allowance covers the cost of utilities not included in the rent. It is not based upon actual usage by the family.
2. The utility allowance schedule is based on the typical cost of utilities and services paid by households that occupy housing of similar size and type in the same locality.
3. The HACN's utility allowance schedule, and the utility allowance for an individual family, includes the utilities and services that are necessary in the locality to provide housing that complies with Housing Quality Standards.
4. HACN will review the utility allowance schedule annually and it will revise the schedule if the utility rate has increased ten (10) percent or more since the last revision.
5. If the family provides their own range and/or refrigerator, HACN will establish an allowance allowing for the purchase or rent of each appliance. Allowances for ranges and refrigerators will be the cost of leasing or purchasing over a twelve month period, whichever cost is less.
6. If the HUD 50058 calculation results in a utility reimbursement, the HACN will provide a monthly utility reimbursement payment, on behalf of the family, to the utility company or to the owner if the owner pays the utility and subsequently bills the family.
7. At reexamination, the HACN will use the current utility allowance schedule.

8. A family's utility allowance is determined by the lower of the (1) size of the unit the family leases; or (2) by the size on the family's voucher.

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C ANNUAL HQS INSPECTIONS [24 CFR 982.405(a)]

The HACN will conduct an inspection in accordance with Housing Quality Standards at least ~~annually biennially~~. Annual inspections will be done for units that failed the previous year's HQS inspection, for units with a history of failed HQS inspections, and for units whose owners have requested annual inspections. The family must allow the HACN to inspect the unit at reasonable times with reasonable notice. The family is responsible for an HQS breach caused by the family. Modifications or adaptations to a unit to accommodate a person with a disability must meet all applicable HQS standards.

D. SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]

If at any time the family or Owner notifies the HACN that the unit does not meet Housing Quality Standards, the HACN will conduct an inspection within five (5) days of the request for an inspection. The HACN may also conduct a special inspection based on information from third parties.

E. EMERGENCY/NON-EMERGENCY REPAIR ITEMS [24 CFR 982.404(a)]

1. Emergency items which endanger the family's health or safety will be corrected by the Owner within twenty-four (24) hours of notification. Non-emergency item repairs will be corrected within thirty (30) days.

2. If the emergency repair item(s) are not corrected in the time period required by the HACN and the Owner is responsible, the Housing Assistance Payment (HAP) will be abated and the HAP contract may be terminated. No retroactive payments will be made to the Owner for the period of time the rent was abated and the unit did not comply with HQS. If repairs are completed before the effective termination date, the termination may be rescinded by the HACN, if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

3. If the emergency repair item(s) are not corrected in the time period required by the HACN, and it is an HQS breach caused by the tenant, the HACN will terminate the assistance to the family after providing an opportunity for an informal hearing. If emergency or non-emergency violations of HQS are determined to be the responsibility of the tenant, the HACN will require the tenant to make any repair(s) or corrections within twenty-four (24) hours to thirty (30) days, depending on the repair(s) necessary.

PAGE 69 FAMILY SPLIT

family member is added, family income must include any income of the new family member. The HACN will conduct a reexamination to determine such additional income and will make the appropriate adjustments in the housing assistance payment and

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family unit size. The U.S. citizenship/eligible immigrant status of additional family members must be declared and verified.

3. Changes in Income - Families are required to report all changes in income and/or assets within fourteen (14) calendar days of the change. Changes must be reported to the HACN in writing. Written verification of the changes must be provided when requested by the HACN. The HACN will conduct an interim re-examination of income and process an interim recertification if the reported change in income would result in a HAP change of fifty dollars (\$50) or more. The HACN will conduct an interim re-examination and calculate the HAP change if a decrease in income of any amount is reported.

4. If the HACN makes a calculation error at admission to the program or at an annual reexamination, an interim reexamination will be conducted, if necessary, to correct the error. The effective date of the corrective action will be retroactive to the date the calculation error took effect with regard to the HAP.

5. Other Reporting Issues - An interim reexamination may be scheduled for families with zero or fluctuating income every ninety (90) days. Families with fluctuating income may request a reassessment of their rent portion every ninety (90) days.

6. Income Changes Resulting from Welfare Program Requirements [24 CFR 5.615]

- a. The HACN will not reduce the family share of rent if the family's welfare assistance is reduced due to a specified welfare benefit reduction for fraud or noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- b. The HACN will reduce the family's share of rent if the welfare assistance reduction is a result of the expiration of a lifetime time limit on receiving benefits, or a situation where the family has complied with welfare program requirements but cannot or has not obtained employment, or a situation where a family member has not complied with other welfare agency requirements.

7. Family Split – If a participant family splits due to separation or divorce and the family cannot agree on who should continue to receive the assistance the following factors will determine which of the family units will continue to be assisted:

- a. which of the family units has custody of the dependent children;
- b. which of the family units contains elderly or disabled members;
- c. the recommendation of social service professionals;
- d. which family members remain in the unit;
- e. whether family members are forced to leave the unit as a result of actual or threatened domestic violence, dating violence or stalking;

If the family breakup results from an occurrence of domestic violence, dating violence, or stalking, the victim will retain the assistance.

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If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement or judicial decree, the HACN is bound by the court's determination of which family members continue to receive assistance in the program.

The HACN cannot issue an additional Voucher and assist two family units separately after a breakup; only one family unit may continue to receive assistance.

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PAGE 78 & 50 SHARED HOUSING

B. SHARED HOUSING [24 CFR 982.615]

1. The HACN will permit the use of shared housing ~~in its program in accordance with the requirements of the program. only if the applicant/participant can demonstrate that it is needed as a reasonable accommodation for a person with a disability.~~

~~2. Occupancy - If approved by the HACN, a live-in aide may reside with the family to care for a person with disabilities. The HACN will approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. Both the disabled person and the aide must be working with a supportive services agency with a case management plan in place.~~

~~In the event that the head of household vacates the unit, the remaining assisted occupant(s) may qualify for the voucher. In the event that one of the occupants of the unit wishes to relocate, the HACN may qualify that individual for a voucher. In either case, the HACN will conduct an eligibility review. Live-in aides will not receive the voucher.~~

~~23.~~ Rent and HAP Contract - For shared housing, the term "pro-rata portion" means the ratio derived by dividing the number of bedrooms available for occupancy by the total number of bedrooms in the unit. The rent to Owner for the family may not exceed the pro-rata portion of the reasonable rent for the shared housing dwelling unit.

~~34.~~ Maximum Subsidy - For a family that resides in a shared housing unit the payment standard is the lower of the amount on the HACN payment standard schedule for the family unit size or the pro-rata portion of the amount on the HACN payment standard for the shared housing unit size, whichever is lower. ~~If the HACN approves a live-in aide, the live-in aide will be counted in determining the family unit size.~~

~~45.~~ Utility Allowance -The utility allowance for an assisted family living in shared housing is the pro-rata portion of the utility allowance for the shared housing unit.

~~6. Head of Household - In shared housing situations, one person will be designated as the head of household. The other occupant(s) of the unit must meet HACN criteria of either participating in a case management plan with a supportive services agency or be a live-in aide. In the event that the head of household vacates the unit, the remaining assisted occupant(s) may qualify for the Voucher. In the event that one of the occupants of the unit wishes to relocate, the HACN may qualify that individual for a Voucher. In either case, the HACN will conduct an eligibility review. Live-in aides have no right to the Voucher.~~

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B. ELIGIBLE TYPES OF HOUSING [24 CFR 982.353]

1. The HACN will approve any of the following types of housing in the voucher program:
 - a. all structure types can be utilized;
 - b. manufactured homes where the tenant leases the home and the pad;
 - c. manufactured homes where the tenant owns the home and rents or leases the pad;
 - d. shared housing ~~with appropriate supportive services plan~~;
 - e. single room occupancy;
 - f. units owned (but not subsidized) by the HACN (following HUD-prescribed requirements).

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PAGE 92 PROJECT BASED

Any changes in ownership must be approved in writing by HACN through a HAP contract amendment. HACN reserves the right to not make any requested amendments to the contract.

If contract is terminated prematurely, HACN will offer the PBV tenants an HCV voucher at the end of their existing lease term. The tenant may choose to remain on the property under the HCV program or can relocate using the HCV voucher.

N. Overcrowded, under-occupied, and accessible units.

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The HACN subsidy standards determine the appropriate unit size for the family size and composition. If ~~the~~ HACN determines that a family is occupying a wrong size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, ~~the~~ HACN will promptly notify the family and the owner of this determination and of ~~the~~ HACN's offer of continued assistance in another unit.

~~The~~ HACN's offer of continued assistance will be in the form of project based voucher assistance in an appropriate size unit (in the same project or in another project) or tenant based rental assistance under the voucher program.

If ~~the~~ HACN offers the family the opportunity to receive tenant based rental assistance under the voucher program, ~~the~~ HACN will terminate the housing assistance payments for a wrong sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by ~~the~~ HACN) or the date upon which the family vacates the unit. If the family does not move out of the wrong sized unit or accessible unit by the expiration date of the term of the family's voucher, ~~the~~ HACN will remove the unit from the HAP contract.

If ~~the~~ HACN offers the family the opportunity of continued assistance in another project based unit in the same project or in another project and the family does not accept the offer or does not move out of the PBV unit within 30 days, ~~the~~ HACN will terminate the housing assistance payments for the wrong sized or accessible unit, at the expiration of 60 days and will remove the unit from the HAP contract.

SECTION XI. HOUSING QUALITY STANDARDS INSPECTIONS AND RENT REASONABLENESS

A. Pre-selection Inspection

HACN will examine the proposed site before the proposal selection date to determine if the units substantially comply with HQS. HACN shall inspect each Contract unit before executing a HAP Contract.

B. Pre-HAP Contract Inspections

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PAGE 154-155 VAWA

APPENDIX X. VAWA

NOTIFICATION REGARDING APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT OF 2013 (VAWA)

~~The~~ HACN will post the information regarding VAWA in its offices and on its Web site. It will also make the information readily available to anyone who requests it.

A. NOTIFICATION TO PARTICIPANTS

~~The~~ HACN ~~will make available to~~ will provide all participants notification of their protections and rights under VAWA at the time of admission and ~~at is available to participants at~~ annual reexamination. Notification will also be provided when a tenant is notified of eviction or termination of housing benefits. This notice will explain the protections afforded under the law ~~and~~ inform the participant of HACN confidentiality requirements. ~~The HACN and~~ provides contact information for local victim advocacy groups or service providers. ~~The HACN will also include in all assistance termination notices a statement explaining assistance termination protection provided by VAWA and the HUD 50066 form will also be provided with the notification.~~

B. NOTIFICATION TO APPLICANTS

~~The~~ HACN will ~~make available provide to~~ all applicants notification of their protections and rights under VAWA at the time they receive their Housing Choice Voucher and in any notice of denial of assistance request an application for housing assistance. The notice will explain the protections afforded under the law ~~and~~ inform ~~each~~ applicants of ~~PHACN~~ confidentiality requirements. ~~The HACN and~~ provides contact information for local victim advocacy groups or service providers. ~~The HACN will also include in all denial of assistance letters a notice of rights and the form HUD-50066 form will also be provided with the notification.~~

C. NOTIFICATIONS TO OWNERS AND MANAGERS

~~The~~ HACN will inform property owners and managers of their screening and termination responsibilities related to VAWA. ~~The~~ HACN will utilize any or all of the following means to notify owners of their VAWA responsibilities:

- As appropriate in day to day interactions with owners and managers.
- Inserts in HAP payments, 1099s, owner workshops, classes, orientations, and/or newsletters.

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- Signs in the HACN lobby and/or mass mailings which include model VAWA certification forms.

4) D. – EMERGENCY TRANSFERS

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~~The~~ HACN will allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to transfer to another unit assisted under the Housing Choice Voucher program if the tenant expressly requests the transfer and the tenant reasonably believes that ~~they~~ ~~tenant is are~~ threatened with imminent harm from further violence if ~~they~~ ~~tenant~~ remains within the same dwelling unit (and in the case of a tenant who is a victim of sexual assault, the sexual assault occurred on the premises during the 90 day period preceding the request-).

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These emergency transfers will be processed before all other voucher transfers and will be processed within ~~two 48~~ working ~~days hours~~ of the request.

~~The~~ HACN will require that all staff maintain confidentiality to ensure that they do not disclose the location of the dwelling unit to a person that commits an act of domestic violence, dating violence, sexual assault, or stalking against the tenant.

Information will not be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

~~The~~ HACN, when presented with a claim based on VAWA protections, will require that the individual making the claim document the abuse. The individual may satisfy ~~the~~ HACN's request by providing any one of the following three forms of documentation:

1) A completed and signed HUD-approved certification form (HUD-50066) which must include the name of the perpetrator.

2) A federal, state, tribal, territorial, or local police report or court record

3) Documentation signed by a person who has assisted the victim in addressing the abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The documentation must be provided or an extension must be requested within 14 calendar days of ~~the~~ HACN's request. ~~The~~ HACN may extend the deadline 14 additional days.