

CHA 2011 Agency Plan

October 2010

VI

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information Chattanooga Housing Authority PHA Code: TN004 PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input checked="" type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): 01/2011
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2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: 2951 Number of HCV units: 3140
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3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only
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4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)
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Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
				PH	HCV
PHA 1:					
PHA 2:					
PHA 3:					

5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.
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5.1	Mission. The mission of the Chattanooga Housing Authority is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
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Goals and Objectives.

Increase the availability of decent, safe and affordable housing

Expand the supply of assisted housing through the application for additional rental vouchers, reduction in public housing vacancies, leveraging of private or other public funds to create additional housing opportunities and acquisition or development of new units and projects.

Improve the quality of assisted housing by improvement of public housing management score, improvement of voucher management, increase in customer satisfaction, concentration on efforts to improve specific management functions such as public housing finance, voucher unit inspections, renovation and modernization of public housing units, demolition or disposition of obsolete public housing, provision of replacement public housing and replacement vouchers and use of project based vouchers to support tax credit financial rehabilitation other development activities and housing opportunities.

Increase assisted housing choices through voucher mobility counseling, outreach to landlords, provision of homeownership programming for both public housing residents and HCVP participants continue to offer public housing site-based waiting lists, and conversion of public housing to vouchers.

Improve community quality of life and economic vitality.

Provide an improved living environment by implementing measures to promote income mixing in public housing by assuring access for lower income families into higher income developments when identified, by implementing public housing security improvements, and by designating development for elderly residents.

Promote self-sufficiency and asset development of families and individuals

Promote self-sufficiency and asset development of assisted households through increased numbers and percentages of employed persons in assisted families, provide or partner with supportive services to improve assistance recipients' employability and increased independence for the elderly or families with disabilities, and apply for grant funding to support these initiatives. Additionally, for applicants to new developments or substantially rehabilitated properties, the CHA will institute an "Upward Mobility Program" that will include admission criteria designed to promote family self-sufficiency. Said criteria are reflected in the ACOP.

Ensure equal opportunity in housing for all Americans

Ensure equal opportunity and affirmatively further fair housing by undertaking affirmative measures to ensure access to assisted housing regardless of race, color, religion, national origin, sex, sexual preference, familial status, and disability. The CHA will undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion, national origin, sex, sexual preference, familial status and disability and to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required. The CHA will also take affirmative action to diversify the public housing resident and HCVP participant populations.

Work to reestablish financial foundation of CHA

The CHA hereby incorporates by reference the terms of its Financial Recovery Plan and HUD Tier One Review as approved by HUD Nashville into this Plan.

PHA Plan Update

(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:

The following plan elements have been updated since the last Agency Plan submission.

- Utility Allowances
- Dwelling Lease
- ACOP (minor changes)
- HCVP Admin Plan (minor changes)

(b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions.

CHA 2011 Plan may be examined by the public in Chattanooga TN at:

1. Mayor's Office
2. Community Development Office
3. Bicentennial Library
4. Villages at Alton Park office
5. Oaks at Camden office
6. Harriet Tubman office
7. Emma Wheeler Homes office
8. Cromwell office
9. Greenwood Terrace, LLC office
10. East Lake Courts office
11. College Hill Courts office
12. Boynton Terrace office
13. Gateway Towers office
14. Mary Walker Towers office
15. Greater Housing Resource Center, CHA main Office
16. www.chahousing.org
17. Citywide/RAB President

In addition to the above the following **Resident Councils** have been provided access to this plan.

- Boynton Terrace
- College Hill
- Cromwell
- East Lake
- Emma Wheeler
- Gateway
- Greenwood
- Harriet Tubman
- Mary Walker

6.0

HOPE VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-Based Vouchers

(a) HOPE VI, Mixed Finance Modernization or Development

Description of Potential Project	AMP No.	No. Units	Timeframe Application Submit
College Hill (potential HOPE VI and/or mixed-finance)	TN004000001	497	2012
East Lake Courts (potential HOPE VI and/or mixed-finance)	TN004000002	417	2012
Harriet Tubman (potential HOPE VI and/or mixed-finance)	TN004000003	440	2012
Emma Wheeler Homes (Modernization/Development)	TN004000008	340	2010
Boynton Terrace (potential HOPE VI and/or mixed-finance)	TN004000010	250	2011
Steiner Apartments (potential mixed-finance)	part of TN004000012	50	2010
Fairmount Ave. Apartments (CFRC)		18	2010
Cromwell Hills (potential mixed-finance)	TN004000021	200	2014
11-Acre parcel, Chandler & 34 th Street Project-based vouchers	N/A	N/A	2012

(b) Demolition and/or Disposition

Description of Potential Demo/Dispo, Approval Status	AMP No.	Units Affected, Sizes, Accessibility Features	Potential Timeframe, Demolition Start or Disposition Closing
Fairmount Ave. Apartments Unit Nos. 120525-120552 (approved demolition)	part of TN004000012	28 units total 20 2-BR 8 3-BR 0 for physically disabled	2010
College Hill Unit Nos. 010001-010497 (disposition of James A. Henry School property; potential disposition of other portions of site)	part of TN004000001; TN004000001	497 units total 214 1-BR 249 2-BR 34 3-BR 0 for physically disabled	2011-2012 for James A. Henry School; 2012 for other portions
East Lake Courts Unit Nos. 020001-020437 (potential disposition)	TN004000002	417 units total 150 1-BR 220 2-BR 47 3-BR 0 for physically disabled	2012
Harriet Tubman Unit Nos. 030001-030599 (potential demolition or disposition)	TN004000003	440 units total 0 0-BR 76 1-BR 204 2-BR 120 3-BR 20 4-BR 7 for physically disabled (not to current UFAS)	2010
Missionary Heights Apartments Unit Nos. 120101-120144 (potential disposition)	part of TN004000012	44 units total 30 2-BR 14 3-BR 0 for physically disabled	2011
Glenwood-Devel Lane Unit Nos. 120230-120243 (potential disposition)	part of TN004000012	14 units total 8 2-BR 4 3-BR 2 4-BR 0 for physically disabled	2011
Steiner Apartments Unit Nos. 120301-120350 (potential disposition)	part of TN004000012	50 units total 37 2-BR 13 3-BR 0 for physically disabled	2010

Cromwell Hills Unit Nos. 120601-120800 (potential demolition or disposition)	TN004000021	200 units total 42 1-BR 108 2-BR 40 3-BR 10 4-BR 5 for physically disabled	2014

(c) Conversion of Public Housing

Description of Conversion, Mandatory or Voluntary	AMP No. Affected	Units Affected, Sizes, Accessibility Features	Potential Timeframe for Demolition Start or Disposition Closing
Harriet Tubman Development (Mandatory Conversion)	TN004000003	440	2010

(d) Homeownership

Description of Homeownership Project	Project No.	No. of Units	Potential Timeframe for Application for Approval
Market rate lots and for-sale homes at former McCallie Homes HOPE VI site. Homes to be developed by HOPE VI Developer Pennrose Properties, Inc. Potential for using RHF funding.	TN4-32	43 remaining: 1 home, 42 lots	Approval complete (activity approved under previous HOPE VI grant). Development of new homes and sales ongoing, market- and appraisal-dependant. 1 HOPE VI assisted home remaining for sale. No HOPE VI funding will be utilized in the remaining market-rate lots/homes homes.
Housing Choice Voucher Program Homeownership Program	N/A	We currently have 20 active homeownership clients in HCVP.	CHA's Section 8 Homeownership Coordinator is working with 38 clients in various stages working toward attaining homeownership. Clients are working to improve credit, develop savings for down payment, learn about the mortgage and home buying process, and locate suitable homes on the market.

(e) Project-Based Vouchers

The CHA currently has project based vouchers at Dogwood Manor [116 vouchers], as well as 102 Project based vouchers that serve disabled and handicapped families at various other facilities. The CHA may create one or more competitive proposals for project based vouchers for use at developments servicing families, as well as elderly and disabled individuals in Hamilton County. The CHA recently convened a meeting of service providers and others interested in subsidized housing opportunities to identify gaps in housing opportunities in Hamilton County for individuals with special needs. The group identified several populations that would benefit from a project based housing initiative, including but not limited to: children aging out of foster care, handicapped/disabled families, victims of domestic violence, veterans, homeless and other groups as identified. The CHA may consider including these targeted populations in its project based voucher RFP. If made available, the CHA's affiliated entity Greenwood Terrace, LLC and other CHA's LLCs related to mixed finance developments may choose to submit one or more responses to CHA-generated Requests for Proposals for Project Based Vouchers.

8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the *Capital Fund Program Annual Statement/Performance and Evaluation Report*, form HUD-50075.1, for each current and open CFP grant and CFFP financing.
See Attachment (H)

8.2 Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the *Capital Fund Program Five-Year Action Plan*, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.
See Attachment (I)

8.3 Capital Fund Financing Program (CFFP).
 Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.

Housing Needs. The CHA has reviewed demographic data related to the composition of its public housing resident population, the HCV Program participant population, available demographic data relating to applicants to both programs, the City of Chattanooga's Consolidated Plan, information provided by HUD and other generally identifiable data. The "housing needs" analysis addresses issues of affordability, supply, quality, accessibility, size of units and location.

Tables of the LIPH wait list and current occupancy data for both LIPH and HCVP are shown below with analysis and information regarding the housing needs of low, very low and extremely low income families in the jurisdiction including elderly families, families with disabilities, and households of various races and ethnic groups.

9.0

LIPH Waiting List Data (1870 Applicants)					
	<30% Area Median	30% to 50% Area Median	>50% Area Median		
Income	1552 (83%)	205 11%	113 6%		
Age	<20 yr. 225 (12%)	20 to 39 yrs. 748 (40%)	40 to 59 yrs 523 (28%)	60 yrs.> 374 (20%)	Not Identified
	Disabled	Non-disabled			

Accessibility	204 (11%)	1666 (89%)			
Race	Caucasian 135 (7%)	African American 1619 (87%)	Other 116 (6%)		
Household Size	One 217 (12%)	Two 374 (20%)	Three 463 (25%)	Four 578 (31%)	Five or more 238 (18%)

LIPH Occupied Household Data (2658 Households)

Income	<30% Area Median 2400 (91%)	30% to 50% Area Median 225 (9%)	>50% Area Median 33 (.02%)		
Accessibility	Disabled 959 (36%)	Non-disabled 1698 (64%)	Not Reported 0		
Household Size	One 1357 (51%)	Two 562 (21%)	Three 387 (15%)	Four 214 (8%)	Five or more 138 (5%)

HCVP Occupied Household Data (2615 Households)

Income	<30% Area Median 2116 (81%)	30% to 50% Area Median 425 (15%)	>50% Area Median 74 (3%)		
Accessibility	Disabled 903 (35%)	Non-disabled 1712 (65%)			
Household Size	One	Two	Three	Four	Five or more

HCVP Wait List

At the start of 2010, the CHA contacted every applicant [approximately 4,200 applicants] on the HCVP waiting list to determine if the applicants were still interested in the HCV Program. Fifteen hundred applicants responded. There are currently 200 applicants remaining on the list. At this time, there are approximately 600 voucher holders in the community seeking units. The CHA anticipates that it will open the HCVP waiting list in the last quarter of 2010. The current waiting list contains only name, address, contact info, and SS#. Since no demographic info is available it is not shown in the charts above.

Affordability

Currently unit occupancy lists indicate that 98% of the HCVP units and 99% of the LIPH units are occupied by residents with an income level below 50% of the AMI and with the majority of these in the extremely low category. The LIPH waiting list indicates almost identical characteristics with 99% of the applicants with an income below 50% AMI.

The City of Chattanooga's Consolidated Plan [hereinafter "CCP"] indicates that the median family income for 17% of the families in Chattanooga is below 30% AMI and 11% of the families in Chattanooga is below 50%. The CCP notes that there is a "definite tightening of the rental market, resulting in housing shortages and increased cost burdened conditions for very low-income, low-income and special needs households. Units that are available for rental or homeownership may be substandard or out of the range of affordable to some low to moderate income citizens." The CCP's recommended increase in affordable, decent rental units by 100 units in low and very low income areas appears warranted. Additionally the CCP recommends assistance to 250 first time purchasers with affordable mortgage financing and assistance with closing and down payment costs.

Supply

HCVP - In 2010, HUD increased HAP funding for the HCV Program by approximately \$3,000,000, which will enable the CHA to lease to its full allocation of 3,140 vouchers by year end. In comparison to 2009, this represents an increase of approximately 500 more affordable housing opportunities that will be needed. On average these new voucher holders had been on the waiting list for a 3-5 year period. This indicates that the supply of affordable choice housing in the private market is exceptionally tight and has resulted in housing shortages and increased cost burdened conditions for extremely low income, very low income, and special needs households.

LIPH- The waiting list for public housing is equal to 71% of the current occupied number of units. This demonstrates the critical demand for affordable housing that appears to be growing. Due to insufficient funding in the past few years, several public housing complexes are in severe need of either complete modernization or demolition and replacement. Without additional capital funding from HUD or other leveraged support to address capital needs, the CHA will be unable to keep pace with this growing demand. Additional or replacement units should be created as funding can be arranged, including the leveraging of private and/or public funds.

In addition to the tight supply for affordable housing, Chattanooga is facing an increasing problem of homeless individuals that are living either on the street or in temporary shelters. The CCP indicates that "more than 4,094 individuals experience homelessness annually in the Chattanooga region."

Quality

Units are available for rental for low income and very low income families and homeownership possibilities exist. However, these may be substandard or, if of good quality, then out of the range of affordable to most low-to-moderate income citizens. This degradation of quality usually occurs more frequently during real estate downturns and recessions. Although the quality issue may improve with a changing economy, this does not address the issue of insufficient quality availability in the short term.

Accessibility

There is a need for both rental housing and homeownership opportunities for people with physical disabilities who require special modifications to housing. The same is true for the mentally ill. The disabled needs indicated by both waiting lists and occupancy lists demonstrate that this issue needs should be addressed and that current supply for this need is inadequate.

Elderly

CHA has 535 units designated for Elderly Housing, with a waiting list of 374. There are some non-public housing complexes in the area that provide affordable housing for the elderly. The supply of affordable housing for the elderly for the area appears to be inadequate for current demand.

Special Needs

CHA and the CCP both recognize that there is a demand in Chattanooga for Special Needs Housing. This includes but is not limited to housing for disabled/handicapped families, homeless families, victims of domestic violence, children aging out of foster care and veterans. Specialized housing for those requiring fully accessible units and units for the hearing and vision impaired are needed.

Size of Units

According to the CCP, there is an increasing need for an expanded supply of one, two and three bedroom, non-elderly affordable units both in public and private housing. This statement is supported by data from the LIPH waiting list for three bedroom units only; in 2009 14% of those on the LIPH waiting list required three bedroom units and in 2010 25% of those on the LIPH waiting list required three bedroom

In contrast with the CCP, LIPH waiting list data shows a sharp decline in the demand for one and two bedroom units. Specifically in 2009 applicants for one bedroom units represented 39% of the applicant population, while in 2010 applicants for one bedroom units represented only 12% of the applicant population. Similarly, with regard to two bedroom units, the percentage of waiting list applicants dropped from 37% in 2009 to 20% in 2010

Notably, the CHA has witnessed a significant increase in demand for four bedroom units, rising from 7% of the waiting list application pool in 2009 to 31% in 2010. Demand for five (or more) bedroom units has also significantly increased, rising from 3% in 2009 to 18% in 2010.

Location

According to the City of Chattanooga's Consolidated Plan, there is a need for deconcentration of replacement housing for planned demolition activities.

Improve the housing mix and building configuration of public housing developments by reconfiguring selected developments through the demolition of non-viable units and replacement with scattered site developments

Strategy for Addressing Housing Needs

The CHA will begin the demolition of the Fairmount Apartments and construction of 18 new public housing townhomes. This will increase the CHA's fully handicapped accessible unit count by one (1) and visual/auditory unit count by one (1) unit. The location of the development is in a neighborhood with a low concentration of poverty.

The CHA currently has 100 elderly units under renovation at Mary Walker Towers, which will be completed during the next year. This will increase the CHA's fully handicapped accessible unit count by five (5) units and visual/auditory units by two (2) units.

The CHA plans to demolish 50 public housing units at Edward Steiner Apartments and develop 48 units, some of which will be public housing units. In addition to tax credits, the CHA will dedicate Replacement Housing Funds. The CHA has applied to the City of Chattanooga for funding from the Neighborhood Stabilization Program to provide for the demolition of the Steiner Apartments and for the development of surrounding blighted lots to enhance and stabilize the East Chattanooga Neighborhood.

The CHA is modernizing 18 public housing units at Boynton Terrace specifically for disabled families. There will be thirteen (13) fully handicapped accessible units and five (5) visual/auditory units.

The CHA plans to identify additional development opportunities in areas around the City where there are low concentrations of poverty and use any available funding mechanisms, including Replacement Housing Funds. The CHA may pursue opportunities under TRA, if available, for redevelopment opportunities in the public housing portfolio.

The CHA applied for and received HUD funding for the continuation of two positions in the HCV Program dedicated to family self-sufficiency and homeownership counseling for HCV participants. The CHA will work closely with the interested participants to ensure that the chosen homes are of good quality and within the range of affordability for the families. The CHA is working with the City of Chattanooga to award HOME funds to eligible families to support the purchase of homes of good quality.

The CHA will continue to support special needs housing through partnerships with community agencies that provide case management support and through specialized project based initiatives. This includes but is not limited to:

Providing up to 15 units for homeless victims of domestic abuse through the Housing First Program at Emma Wheeler Homes
 Providing 12 units and office space for recovering victims of drug and/or alcohol abuse under the Council of Alcohol and Drug Abuse Services (CADAS) Program.
 Administering 44 collaborative vouchers under the Shelter Plus Care for chronically homeless with disabilities.
 Administering 29 Family vouchers under Shelter Plus Care for homeless with disabilities.

Administering 35 vouchers for veterans under VASH program

Development and implementation of project based programs that address a wide array of special needs populations including but not limited to children aging out of foster care, handicapped/disabled families, victims of domestic violence, veterans, homeless and other groups as identified.

Long range plans include improving the housing mix and building configuration of public housing developments by reconfiguring selected developments through the demolition of non-viable units and replacement with scattered site developments.

10. Additional Information

(a) Progress in Meeting Missions and Goals of 5 Year Plan

Expand the supply of Assisted Housing.

- Attempted to have 3,140 families participating in HCV Program by January 2011, an increase of 600 families during calendar year 2010, using increased HAP allocation.
- Maintained occupancy rates of 97% or higher at all LIPH sites, with exception of Harriet Tubman
- Continued to maintain a vacant unit reduction program utilizing both site staff and Force Account labor
- Began the construction of 18 handicapped and A/V units at Boynton Terrace to service the needs of persons with disabilities/handicaps.

Improve the quality of assisted housing.

- Continued the renovation of 100 units at Mary Walker Tower 2.
- Awarded a contract for construction of 18 new townhomes at Fairmount site through AARA funding.
- Applied for LIHTC award to redevelop Edward Steiner Apartments, with plan to demolish 50 public housing units and build 48 units, some for public housing.

Increase Assisted Housing Choices.

- Applied for and received HUD funding for Homeownership Coordinator on HCVP staff.
- Applied for and received HUD funding for Family Self Sufficiency Counselor on HCVP staff.
- Attracted new landlords to HCV Program through monthly outreach meetings

Improve Community Quality of Life and Economic Vitality.

- Partnered with existing agencies to provide educational, recreational and social opportunities on site in public housing developments including, but not limited to, Front Porch Alliance; Partnership for Families, Children & Adult Services; Re-Start, The Center for Adult Education; Hamilton County Board of Education Title I Program; Chattanooga Hamilton County Bicentennial Library; Memorial Healthcare Systems – Mary Ellen Locher Breast Cancer Center; Partners and Peers for Diabetes Care; Hamilton County Board of Education Virtual School Program; Phipps Foundation, Urban League of Greater Chattanooga; Moccasin Bend Girl Scout Council,; United Way; Parents are First Teachers, Alexian Brothers, and Chattanooga Neighborhood Enterprises.

10.0

Promote Self-sufficiency and Asset Development of Families.

- Create a position of Upward Mobility Counselor to implement Upward Mobility Programs at Fairmount Apartments, Greenwood Terrace and Edward Steiner and other developments as time permits.
- Apply for available grants that focus on crime prevention and self-sufficiency initiatives.

Ensure Equal Opportunity and affirmatively further Fair Housing.

- Began construction on conversion of 18 units at Boynton Terrace for persons with disabilities/handicaps. Thirteen units will be fully handicapped accessible; 5 A/V units will be created.
- Contracted with Tennessee Fair Housing Council to provide training to all CHA staff on Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act and Violence Against Women Act Reauthorization of 2005.
- Conducted outreach to Latino community in Chattanooga through La Paz de Dios and other groups.
- Developed and implemented Effective Communication Policy and Language Assistance Plan.
- Appointed Section 504/ADA coordinator, effective through 12/31/12.
- Work closely with Bridge Refugee & Sponsorship Services to provide housing opportunities to resettling refugees.

Financial Recovery of CHA

- Reduced CHA deficit by approximately \$2.5 million
- Repaid HCVP Program in full, thereby closing OIG Audit Finding.
- Continued to control expenses in order to build working capital to acceptable levels

(b) Significant Amendment and Substantial Deviation/Modification

The CHA defines “significant amendment” and “substantial deviation” to include changes to rent or admission policies or organization of the waiting list, changes in the use of replacement reserve funds under the Capital Fund, and any change to demolition, disposition, designation or conversion activities.

The CHA recognizes that the CHA’s Plan is subject to the same requirements as the original CHA Plan [including timeframes]; i.e. the CHA must consult with the Resident Advisory Board, the CHA must ensure consistency with the Consolidated Plan of Chattanooga, the CHA must provide for a review of the amendments/modifications by the public during a 45-day public review period [as defined in 24 CFR 903.17] and the CHA may not adopt the amendment or modification until the CHA has duly called a meeting of its Board of Commissioners that is open to the public.

CHA 2011 Agency Plan Elements

October 2010

VI

**Chattanooga Housing Authority
2011 Plan Elements**

1. Eligibility, Selection and Admission policies including Deconcentration and Wait List Procedures.

These policies and procedures are included in the ACOP (Admissions and Continued Occupancy Policy) for LIPH and in the HCVP Administrative Plan for Section 8.

2. Statement of Finances Resources for Year Ending 2011

Statement of Financial Resources for YE 2011

<u>Category</u>	<u>Description</u>	<u>Amount</u>
Public Housing		
	Operating Subsidy & Rental	16,180,000
	Capital Fund grants	4,142,000
	RHF grants	1,158,000
	ROSS grants	200,000
		21,680,000
 Housing Choice Voucher		
	HCVP - Voucher	14,708,665
	HCVP - Admin	1,672,222
	Shelter Plus Care	300,000
	SRO grant	134,700
		16,815,587
 Other		
	Weed & Seed	146,000

Property Mgmt	103,740
HOME - Homeownership	100,000
Other Income	100,000
	<hr/>
	719,000
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	<hr/>
	38,945,327
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3. Rent Determination

This procedure is included in the Admissions and Continued Occupancy Policy (ACOP) for Public Housing and in the HCVP Administrative Plan for Section 8 Housing.

4. Operations and Management

The following documents provide the standards, rules, and policies which govern CHA Operations, Management and Maintenance.

- ACOP (Admissions and Continued Occupancy Policy) - 2010
- Administrative Plan for the Housing Choice Voucher Program- 2010
- Dwelling Lease-2010
- Family Self-Sufficiency Action Plan (August 2003)
- Internal Controls Plan - 2010
- HCVP Procedures Manual- 2005
- Housing Managers Procedures Manual- 2005
- LIPH Operations Manual- 2005
- Maintenance Charge List- 2008
- Maintenance Plan-2009
- Personnel Policy-2010
- Procurement Policy-2007
- Section 8 Homeownership Plan (August 2003)
- Utility Allowance Schedule- 2009
- Effective Communication Policy - 2010
- Limited English Proficiency and Language Access Plan

5. Grievance Procedure

This procedure is included in the Admissions and Continued Occupancy Policy (ACOP) for Public Housing and in the HCVP Administrative Plan for Section 8 Housing.

6. Designated Housing for Elderly and Disabled Families

This item is included in the Admissions and Continued Occupancy Policy (ACOP) for Public Housing.

7. Community Service, Self-Sufficiency and Home Ownership

This item is included in the Admissions and Continued Occupancy Policy (ACOP) for Public Housing.

8. Safety and Crime Prevention Measures

A. Need for measures to ensure the safety of public housing residents

Describe the need for measures to ensure the safety of public housing residents.

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime

What information or data did the PHA use to determine the need for PHA actions to improve safety of residents?

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports
- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs

Which developments are most affected? (list below)

- Family Sites
- East Lake Courts
- College Hills Courts
- Emma Wheeler Homes
- Harriet Tubman

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

List the crime prevention activities the PHA has undertaken or plans to undertake:

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Applied for CFP Safety and Security grant for Emma Wheeler Homes

Which developments are most affected? (list below)

- Family Sites
- East Lake Courts
- College Hills Courts

- Emma Wheeler Homes
- Harriet Tubman

C. Coordination between PHA and the police

Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (explained below)

The Chattanooga Housing Authority created its own P.O.S.T. Certified Department in 2002. The Police Department is very active within the Housing Authority Communities. The core policing principles of the Housing Police are based on community policing. The Housing Police Department has a very strong relationship with the managers of the community and the residents. The officers attend all community meetings and testify in all eviction and criminal cases.

Which developments are most affected? (list below)

- Family Sites
- East Lake Courts
- College Hills Courts
- Emma Wheeler Homes
- Harriet Tubman

9. Pet Policy

This item is included in the Admissions and Continued Occupancy Policy (ACOP) for Public Housing.

10. Civil Rights Certification

Housing Discrimination:

Included in the Admissions and Continued Occupancy Policy (ACOP) and the HCVP Administrative Plan.

Employee Discrimination:

CHA does not unlawfully discriminate in hiring or in any of the terms or conditions of employment because of an individual's race, age, religion, gender, national origin, creed, color, veteran status or disability.

CHA will make reasonable accommodations for qualified individuals with known disabilities unless doing so will result in an undue hardship for CHA. Individuals who believe they may qualify for/need such an accommodation in order to be able to perform the essential functions of their jobs should notify the Human Resources Officer of this need as soon as they become aware of it. The Human Resources Officer then will engage in the interactive process with the employee (with the

assistance of the employee's treating/evaluating physician and/or other medical and/or vocational professionals as needed).

CHA also will make reasonable accommodations for individuals who make a core religious belief known unless doing so will result in an undue hardship for CHA. Individuals who believe they may qualify/need such an accommodation should notify the Human Resources Officer of this need as soon as they become aware of it. Such individuals may be asked to provide such requests in writing and to provide verified documentation from a leader and/or published treatise from their religious sect supporting the fact that their request is based on a core belief of that sect.

11. Financial Audit

(Appendix 1)

12. Asset Management

The Chattanooga Housing Authority will carry out its asset management function in accordance with the plans outlined in the Template Sections of this Plan. These sections address how the CHA will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs. The CHA will undertake a variety of asset management activities including private management at 2 asset management projects, development based accounting, comprehensive stock assessment and will examine all options available to maintain the long-term viability of its properties, which may include conversion, demolition, revitalization and/or sale.

13. Violence Against Women Act (VAWA)

Implementation of the Violence Against Women Act (VAWA) Description of Program of Services in Chattanooga, TN.

A. Any activities, services, or programs provided or offered, by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking.

- The CHA has a contract with the Partnership for Children, Families, and Adults. The Partnership is an organization that provides case management services for victims of domestic violence and sexual assault through their Domestic Violence/Sexual Assault Crisis Center. This Center is staffed with professional case managers, health professionals, and representatives of law enforcement.

B. Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing;

- The CHA offers a special program in partnership with the Partnership for Children, Families, and Adults that provides housing for homeless families that have been victims of domestic violence. The CHA provides up to 15 housing units at a Family Development exclusively to support this specialized program.

C. Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

- The above noted program is viewed as a prevention program and targets victims who has a member who was a victim of domestic violence, is at low risk of further victimization and is able and willing to participate in programming for a 6-12 month period.
- The CHA also offers to its employees an Employee Assistance Program that provides professional counseling for Marital or relationship issues relating to domestic violence.
- The CHA monitors its public housing developments through the use of an internal police force. In addition, many of the housing developments are equipped with video surveillance equipment which monitors activities on the development to help prevent incidences of domestic violence.

14. ACOP

(Appendix 2)

15. HCVP Admin. Plan

(Appendix 3)

CHA 2011 Agency Plan

Attachment A
Certifications

October 2010
v1

Civil Rights Certification

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/2011

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

Chattanooga Housing Authority

TN004

 PHA Name

 PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official • Eddie F. Holmes	Title Board Chair
Signature <i>Eddie F. Holmes</i>	Date 09/28/2010

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Chattanooga Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Elizabeth F. McCright	Title Executive Director
Signature X <i>Elizabeth F. McCright</i>	Date 9/28/10

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

Chattanooga Housing Authority

Program/Activity Receiving Federal Grant Funding

Five-Year and 2011 Agency Plan - Capital Fund TN37P00450111

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Elizabeth F. McCright

Title

Executive Director

Signature

Elizabeth F. McCright

Date (mm/dd/yyyy)

9/28/10

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

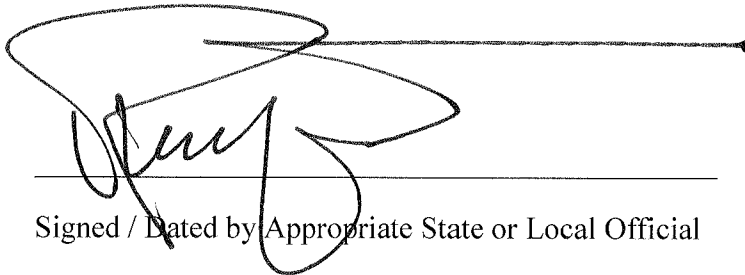
1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Chattanooga Housing Authority 801 N. Holtzclaw Avenue Chattanooga, TN 37404 Congressional District, if known: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: U.S. Department of Housing & Urban Development	7. Federal Program Name/Description: Funding for Capital Fund Program 2011 CFDA Number, if applicable: _____	
8. Federal Action Number, if known: TN37P0450111	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Elizabeth F. McCright</u> Print Name: <u>Elizabeth F. McCright</u> Title: <u>Executive Director</u> Telephone No.: <u>423-668-2374</u> Date: <u>9/28/10</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, RON LITTLEFIELD the MAYOR OF CHATTANOOGA certify that the Five Year and
Annual PHA Plan of the CHATTANOOGA HOUSING AUTHORITY is consistent with the Consolidated Plan of
City of Chattanooga, TN prepared pursuant to 24 CFR Part 91.



Signed / Dated by Appropriate State or Local Official

CHA 2011 Agency Plan

Attachment B
Board Resolution

October 2010

V1

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ✓ 5-Year and/or ✓ Annual PHA Plan for the PHA fiscal year beginning 2011, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

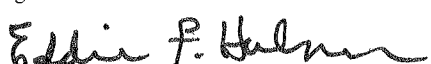
Chattanooga Housing Authority
PHA Name

TN004
PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20~~11~~ - 20~~15~~

Annual PHA Plan for Fiscal Years 20~~11~~ - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Eddie F. Holmes	Board Chair
Signature	Date
	9/28/10

CHA 2011 Agency Plan

Attachment C
RAB/ Public Comments

October 2010

VI

CHATTANOOGA HOUSING AUTHORITY
2010 AGENCY PLAN COMMENTS
BY
RESIDENT ADVISORY BOARD

A meeting was held on August 18, 2010 by the Chattanooga Housing Authority with the Resident Advisory Board (RAB) to discuss changes and modifications to the Agency Plan, Admissions and Continued Occupancy Policy (ACOP), and the Housing Choice Voucher Program Administrative Plan. Four RAB members attended.

A list of attendees for this meeting is on file at the Chattanooga Housing Authority's Central Office.

The following comments were received from the Resident Advisory Board for consideration by the Chattanooga Housing Authority:

The RAB wanted to understand the "police car" and "maintenance trucks" items in the Capital Fund budget, and mentioned a derelict police car parked in the Mary Walker Towers parking lot.

Response:

The CHA explained the schedule for replacing vehicles for the police department and the sites on an annual basis as old vehicles become unusable, and would look into the police car at Mary Walker.

The RAB agreed with the policy of issuing a \$25.00 yard fine for dumping trash, and voiced concerns about large items left out on Fridays after the 4:00 pickup. These items remain until the following Monday morning pickup and become a safety hazard for children playing on them over the weekend.

Response:

The CHA appreciates the shared concern of the RAB in eliminating this hazard and agreed that language addressing the disposal of bulk trash be added to the lease and the ACOP.

The RAB believes that housekeeping inspections should be made more often and that the areas inspected should include the public halls.

Response:

The CHA will address this by expanding the roll of maintenance staff to include notifying the manager when they encounter housekeeping problems on routine maintenance visits.

The RAB expressed appreciation for the detailed pet policy.

Response:

This affirms the position CHA has taken on pets.

The RAB made the statement that housekeeping classes should be held for residents, especially the younger ones.

Response:

The CHA agrees that housekeeping classes are valuable to both the CHA and to the residents and suggested that the Resident Associations recruit volunteers from each site to train young people in housekeeping basics.

CHATTANOOGA HOUSING AUTHORITY
2011 AGENCY PLAN COMMENTS
BY
MEMBERS OF THE PUBLIC

I have reviewed the 2011 Draft Agency Plan for the Chattanooga Housing Authority and was very pleased to see project based voucher assistance to special needs populations included in the plan. I strongly encourage the project based program for these populations since they are most-in-need of support. CHA's collaboration with agencies that provide housing and support services to their residents will encourage development from these agencies, increasing their capacity, and keeping people housed and improving their ability to be self-sufficient. Without project based voucher assistance these programs and agencies are not able to develop housing and make the rents affordable to this population.

Susan H. Greene, CPRP
Region III Housing Facilitator
Creating Homes Initiative
AIM Center, Inc.
472 W M.L. King Blvd.
Chattanooga, TN 37402

Good Morning,

This letter is to address the population of youth that age-out of State custody and are homeless. My program provides housing and social services for these youth to stabilize them and assist them with their vocation and educational needs. To do this, Pathway will need approx. eight (8) Project Based Vouchers for two (2) homes to house these teens to keep them off the streets and give them a chance to get an education. As you know, they have to have an address to even apply for funding. Therefore, I strongly support Project Based Vouchers for teens aging out of Foster Care.

Respectfully,
William H Ward
Exec. Director

William H Ward & Associates
PATHWAY YOUNG ADULT PROGRAM

CHA 2011 Agency Plan

Attachment D
Challenged Elements

October 2010
V1

CHATTANOOGA HOUSING AUTHORITY

BOARD OF COMMISSIONERS

EDDIE F. HOLMES, CHAIRPERSON
JAMES F. SATTLER, VICE CHAIRPERSON
MOLLY H. COOPER
CONSUELO O'NEAL
WILBERT R. ROBERTS, JR.
BETTY ROBINSON
JIM STEFFES



ELIZABETH F. MCCRIGHT
EXECUTIVE DIRECTOR

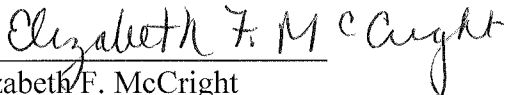
801 N. HOLTZCLAW AVENUE
CHATTANOOGA, TN 37404-1236
TEL (423) 668-2374
FAX (423) 752-4462
TDD (423) 752-4830
www.chahousing.org

MAILING ADDRESS
P.O. BOX 1486
CHATTANOOGA, TN 37401-1486

October 14, 2010

SUBJECT: ATTACHMENT D - 2011 AGENCY PLAN

Please note that there were no challenged elements during the review process of the 2011 Agency Plan.



Elizabeth F. McCright
Executive Director

CHATTANOOGA HOUSING AUTHORITY
CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2009
with
Report of Independent Auditors
and
Management's Discussion and Analysis



TABLE OF CONTENTS

	PAGE
Report of Independent Auditors	1-2
Management's Discussion and Analysis	3-13
Consolidated Financial Statements:	
Consolidated Statement of Net Assets	14-15
Consolidated Statement of Revenues, Expenses, and Changes in Net Assets	16
Consolidated Statement of Cash Flows	17
Notes to Consolidated Financial Statements	18-32
Report of Independent Auditors on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	33-34
Report of Independent Auditors on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133	35-36
Schedule of Findings and Questioned Costs	37-38
Schedule of Prior Audit Findings	39-42
Supplementary Information:	
Financial Data Schedule – Consolidating Schedule of Net Asset Accounts	44-45
Financial Data Schedule – Consolidating Schedule of Revenues, Expenses and Changes in Net Asset Accounts	46-47
Schedule of Expenditures of Federal Financial Awards	48
Statements and Certifications of Actual HUD Modernization Grant Costs	49-59

Report of Independent Auditors

To the Board of Commissioners of
Chattanooga Housing Authority:

We have audited the accompanying consolidated statement of net assets of Chattanooga Housing Authority as of December 31, 2009, and the related consolidated statements of revenues, expenses, and changes in net assets and cash flows for the year then ended. These financial statements are the responsibility of the Housing Authority's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Chattanooga Housing Authority as of December 31, 2009, and its consolidated changes in net assets and its consolidated cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated June 29, 2010, on our consideration of Chattanooga Housing Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grants and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

The Management's Discussion and Analysis shown on pages 3 to 13 is not a required part of the basic financial statements, but is supplementary information required by accounting principles generally accepted in the United States of America and the Governmental Accounting Standards Board. We have applied certain limited procedures that consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was performed for the purpose of forming an opinion on the consolidated financial statements of Chattanooga Housing Authority taken as a whole. The accompanying supplementary information, including the schedule of expenditures of federal financial awards as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and the financial data schedule required by the U.S. Department of Housing and Urban Development, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the consolidated financial statements taken as a whole.

Novogradac & Company LLP
June 29, 2010

CHATTANOOGA HOUSING AUTHORITY

BOARD OF COMMISSIONERS

EDDIE F. HOLMES, CHAIRPERSON
JAMES F. SATTLER, VICE CHAIRPERSON
MOLLY H. COOPER
CONSUELO O'NEAL
WILBERT R. ROBERTS, JR.
BETTY ROBINSON
JIM STEFFES



ELIZABETH F. McCRIGHT
EXECUTIVE DIRECTOR

801 N. HOLTZCLAW AVENUE
CHATTANOOGA, TN 37404
TEL (423) 668-2374
FAX (423) 752-4462
TDD (423) 752-4830
www.openingdoors.org

MAILING ADDRESS
P.O. BOX 1486
CHATTANOOGA, TN 37401

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) FOR THE YEAR ENDED DECEMBER 31, 2009

Our Mission:

The Chattanooga Housing Authority will provide safe, decent, affordable housing; while promoting those community service programs that encourage the education, personal development and wealth building capabilities of the residents and participants we serve, in the most customer friendly, cost-effective manner.

This section of the Authority's annual financial report presents Management's analysis of the Authority's financial performance during the Fiscal Year Ended December 31, 2009.

FINANCIAL HIGHLIGHTS AND CONCLUSIONS:

The Chattanooga Housing Authority (the "Authority") has made the transition to the Governmental Accounting Standards Board Statement No. 34 (GASB 34) in prior periods which require this executive narrative. The financial statements for 2009 have been reviewed by key management staff to assess the financial health of the Authority. The reader of this report should also understand that the interfund accounts, which balance between all funds, have been eliminated from the consolidated report and from this analysis. It is apparent in the future that the Authority must rely less on uncertain grant funding and develop alternative resources to maintain current service levels. The Authority has made the necessary financial and organizational changes to comply with the requirements of project based accounting in this next year. Financial highlights of this past year are as follows:

- During FY 2009, the Authority's federal grant funding increased by over \$4.7 million from FY 2008 levels.
- The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year by \$66.2 million (net assets). This amount is materially similar to the ending balance of \$66.5 million for the prior fiscal year.
- The Authority also received two American Recovery and Reconciliation Act Grants (ARRA) totaling in excess of \$10 million during the fiscal year and expended \$2.9 million of these amounts during 2009.
- The Housing Choice Voucher Program experienced a loss of \$1.3 million for the fiscal year ended December 31, 2009. This loss was a direct result of HUD "right-sizing" funding advances for the year and as such, there was a funding advance shortfall of \$1.5 million for the period. The Authority utilized HAP equity reserves (excess advances from prior periods) to

make payments to landlords. The HAP equity reserve at December 31, 2009, was \$681,893 compared with the 2008 ending balance of \$2,189,018. For the administrative portion of the program, there was a surplus of about \$171,000 which is a substantial improvement over the performance of the past few years and the program is now no longer in a deficit position.

- Business Activities (Non-Federal Programs) continue to represent an ongoing challenge to the Authority. This area of operations experienced a net loss of over \$1.9 million. The primary factors contributing to this loss were the recognition of a \$1 million write-down in the investment in joint venture that represented The Authority's remaining interest in the Mayfair-on-Market development and \$212,805 of interest expense related to the Fannie Mae loan that remains in default and whose outstanding balance (including accrued interest payable) now exceeds \$3.86 million.
- In an effort to increase revenue, the Authority dedicated \$458,000 of stimulus dollars from the American Recovery and Reinvestment Act to unit turnaround activities to address long term vacancies at several of the Authority's Public Housing developments.
- The Authority continues to address the financial indicators scores that have dropped markedly during the last two years as established by the Real Estate Assessment Center (REAC). While the Agency has been designated a non-standard (financially troubled) performer by HUD, the Authority continues to make the necessary operational changes and budgetary responses to return the agency to a Standard Performer.

REQUIRED FINANCIAL STATEMENTS

The basic financial statements of the Authority are designed to be corporate-like in that all business-type activities are consolidated for the entire Authority. The Authority consists exclusively of enterprise funds. Enterprise funds utilize the full accrual basis of accounting, making them more similar to the accounting methods utilized by the private sector. Many of the funds maintained by the Authority are required by the U.S. Department of Housing and Urban Development (HUD). Other funds are segregated to enhance accountability and control.

The basic financial statements include a Statement of Net Assets, which is similar to a balance sheet. The Statement of Net Assets reports all financial and capital resources for the Authority. The statement is presented in the format where assets minus liabilities equal "Net Assets", formerly known as equity. Assets and liabilities are presented in order of liquidity, and are classified as "current" (convertible into cash within one year), and "non-current". Net Assets are reported in three broad categories:

Net Assets Invested in Capital Assets, Net of Related Debt: This component of Net Assets consists of all Capital Assets, reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Assets: This component of Net Assets consists of restricted assets, whereby constraints are placed on the assets by creditors (such as debt covenants), grantors, contributors, laws, and regulations.

Unrestricted Net Assets: This component of Net Assets consists of Net Assets that do not meet the definition of the other two categories. Unrestricted Net Assets represent the net available liquid (non-capital) assets, net of liabilities for the entire Authority.

The basic financial statements also include a Statement of Revenues, Expenses and Changes in Net Assets, similar to an income statement. This statement includes operating revenues such as rental income, operating expenses such as administrative, utilities, maintenance and depreciation, and non-operating revenues and expenses such as grant revenue, investment income and interest expense.

The focus of the Statement of Revenues, Expenses and Changes in Net Assets is the “Change in Net Assets”, which is similar to net income or loss.

Finally, a Statement of Cash Flows is included, which discloses net cash provided by, or used in, operating activities, non-capital financing activities, capital and related financing activities, and investing activities.

Major Programs

The focus of the Authority’s financial statements should be on the major programs of the Authority. The following are considered major programs of the Authority:

Conventional Public Housing – Under the Conventional Public Housing Program, the Authority rents units that it owns to eligible low-income families, the elderly, and persons with disabilities. The Authority uses income limits developed by HUD which set the limits at 50 to 80 percent of median income for the area. This program is operated under an Annual Contributions Contract (ACC) with HUD, whereby HUD provides the Authority operating subsidy funding to assist in funding the operating and maintenance expenses and offer rent based upon 30 percent of household income. The Conventional Public Housing Program also includes the Capital Fund Program and ARRA programs, which remain the primary funding sources for modernization of, and physical and management improvements to, the Authority’s properties.

Housing Choice Voucher Program – Under the Housing Choice Voucher Program, the Authority administers contracts with independent landlords to allow low-income families to reside in privately-owned rental housing. The Authority subsidizes the family’s rent through a Housing Assistance Payment paid to the landlord. This program is administered under an ACC with HUD, whereby HUD provides funding to enable the Authority to structure a lease that sets the participant’s rent at 30 percent of household income.

Non-Major Programs

In addition to the major programs above, the Authority also administers a number of non-major programs. These funds include:

Youth-Build Program – This program is funded through HUD’s Community Planning and Development Division to provide opportunities for unemployed and undereducated youth to become employable and achieve a level of self sufficiency through education, construction training, and job training.

Weed & Seed Program – This program is a comprehensive, multi-disciplinary approach to combating violent crime, drug use, and gang activity in high crime neighborhoods.

Resident Opportunity and Supportive Services Program – This program provides public housing residents with supportive services, resident empowerment activities, and assistance in becoming economically self-sufficient.

Shelter Plus Care – Through this program the Authority provides rental assistance to hard-to-serve homeless persons with disabilities in connection with supportive services funded from sources outside the program.

Business Activities – These represent programs supported by non-HUD resources developed from a variety of Authority-initiated activities including Greenwood Terrace LLC, Holtzclaw Development, LLC, as well as the remnants of the Mayfair on Market development.

FINANCIAL ANALYSIS OF THE AUTHORITY

One question frequently asked about an Authority’s finances is “Did the Authority’s operations and financial position improve or deteriorate over the previous fiscal year?” The Statement of Net Assets and the Statement of Revenues, Expenses and Changes in Net Assets report information about the Authority’s activities and are summarized in the following sections. To begin our analysis, a summary of the Authority’s Statement of Net Assets is presented in Table I:

**Chattanooga Housing Authority
Combined Statement of Net Assets**

TABLE I

<u>Account Descriptions</u>	<u>2009</u>	<u>2008</u>	<u>Total Change</u>
Current Assets	\$ 5,592,407	\$ 4,959,728	\$ 632,679
Capital Assets	60,064,367	61,858,966	-1,794,599
Other Noncurrent Assets	<u>22,915,940</u>	<u>22,914,138</u>	<u>1,802</u>
Total Assets	<u>\$ 88,572,714</u>	<u>\$ 89,732,832</u>	<u>\$ -1,160,118</u>
Current Liabilities	\$ 8,731,559	\$ 8,317,170	\$ 414,389
Noncurrent Liabilities	<u>13,584,105</u>	<u>14,831,828</u>	<u>-1,247,723</u>
Total Liabilities	<u>22,315,664</u>	<u>23,148,998</u>	<u>-833,334</u>
Invested in Capital Assets			
Net of Related Debt	45,826,374	39,708,069	6,118,305
Restricted Net Assets	681,893	7,694,745	-7,012,852
Unrestricted Net Assets	16,427,526	15,625,847	801,679
Noncontrolling interest	<u>3,321,257</u>	<u>3,555,173</u>	<u>-233,916</u>
Total Net Assets	<u>66,257,050</u>	<u>66,583,834</u>	<u>-326,784</u>
Total Liabilities and Net Assets	<u>\$ 88,572,714</u>	<u>\$ 89,732,832</u>	<u>\$ -1,160,118</u>

As illustrated in the Combined Statement of Net Assets, Total Assets decreased \$1,160,118. Liabilities were also stable and also decreased by about 4% (\$833,334), and the overall Net Assets decreased by less than 1%. The increase in current assets was primarily due to the positive change in cash and cash equivalents (\$1,987,489). Overall, restricted assets decreased by \$7,012,852. Restricted cash increased by \$375,960, but was offset by a reduction in Restricted Investments of \$1,023,037. Accounts receivable decreased by \$655,946 mainly due to the write-down of the business activity receivables for the Mayfair project. Capital Assets decreased by \$1,794,599 as illustrated further in this document. Current liabilities increased by \$387,456 which was due to primarily to increases in the current portion of compensated absences and accrued interest payable on the Fannie Mae loan. Total non-current liabilities decreased by \$1,220,790, which was mainly due to the retirement of debt.

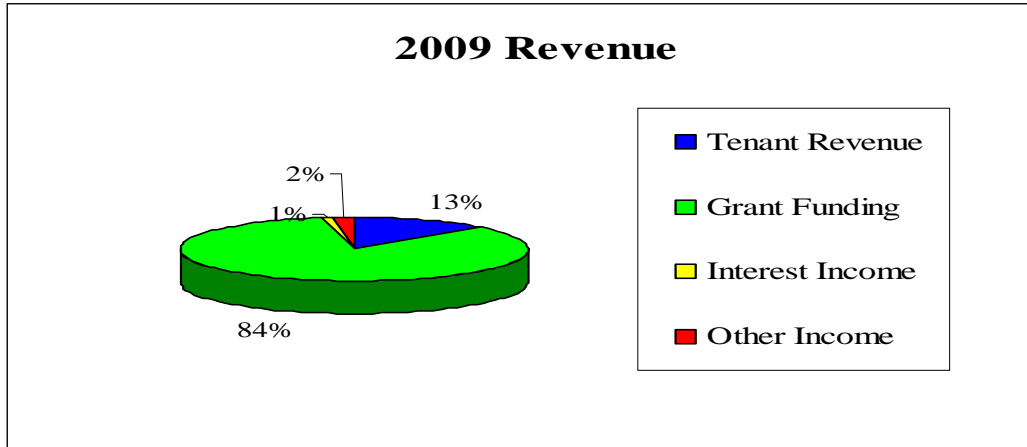
While the Statement of Net Assets shows the change in financial position, the Statement of Revenues, Expenses, and Net Assets breaks down our revenues and expenses further. Table II, below provides a combined statement of these changes.

Chattanooga Housing Authority
Combined Statement of Revenues, Expenses and Change in Net Assets
TABLE II

<u>Account Descriptions</u>	<u>2009</u>	<u>2008</u>	<u>Total Change</u>
Tenant Revenue	\$ 5,326,754	\$ 4,930,100	\$ 396,654
Grant Funding	33,459,774	28,692,806	4,766,968
Interest Income	134,220	218,891	(84,671)
Other Income	<u>840,160</u>	<u>3,057,996</u>	<u>(2,217,836)</u>
Total Revenue	\$ <u>39,760,908</u>	\$ <u>36,899,793</u>	\$ <u>2,861,115</u>
Administration	5,749,636	10,618,572	(4,868,936)
Tenant Services	1,314,399	342,019	972,380
Utilities	4,337,208	4,055,378	281,830
Maintenance	3,175,109	3,550,279	(375,170)
Protective Services	636,553	571,623	64,930
Insurance Expense	515,331	610,022	(94,691)
General Expense	291,636	523,471	(231,835)
Interest Expense	1,168,433	1,173,622	(5,189)
Write-down on investments - restricted	1,000,000	1,136,500	(136,500)
Unrealized Loss (Gain) on interest rate swap	116,084	(6,233)	122,317
Housing Assistance Payments	16,549,134	16,851,139	(302,005)
Depreciation	<u>5,234,175</u>	<u>4,876,157</u>	<u>358,018</u>
Total Expenses	<u>40,087,698</u>	<u>44,302,549</u>	<u>(4,214,851)</u>
Change in Net Assets	(326,790)	(7,402,756)	7,075,966
Beginning Net Assets	<u>66,583,840</u>	<u>73,986,596</u>	<u>(7,402,756)</u>
Ending Net Assets	\$ <u>66,257,050</u>	\$ <u>66,583,840</u>	\$ <u>(326,790)</u>

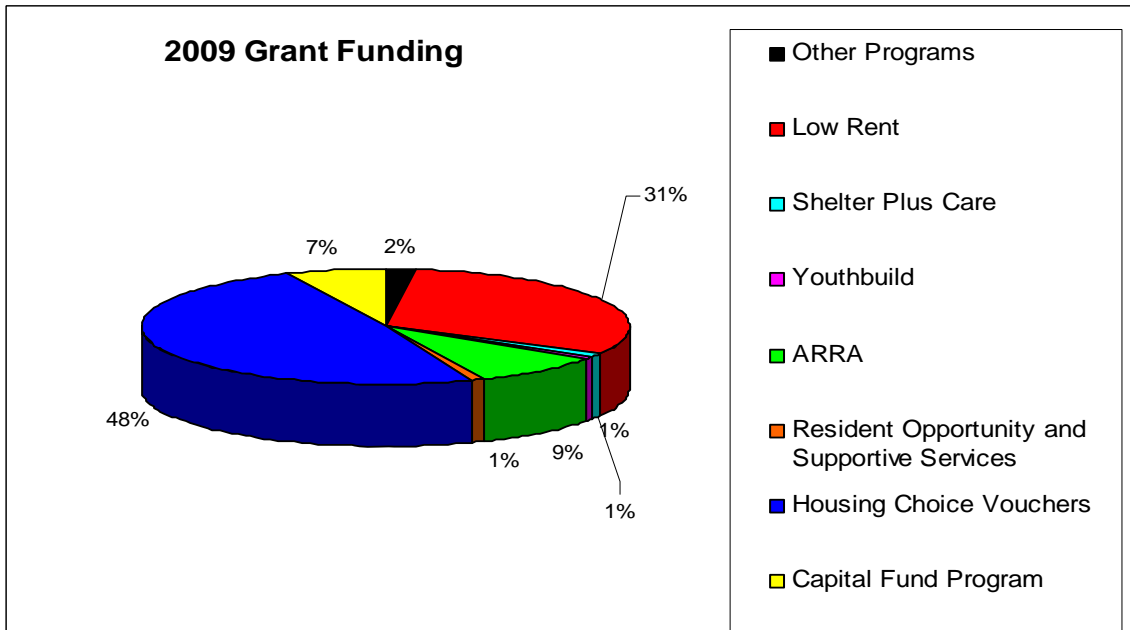
REVENUES

In reviewing the Statement of Revenues, Expenses, and Net Assets, you will find that 84% of the Authority’s revenues are derived from grants from the Department of Housing and Urban Development and other Federal programs. The Authority receives revenue from tenants for dwelling rental charges, excess utilities, and miscellaneous charges of 13% of total revenue. Interest Revenue and Other Revenue comprises the remaining 3%. Compared to the Fiscal Year Ended December 31, 2008, revenues had an overall increase of \$2,861,115 or 8% as discussed below:



Tenant Revenue – Tenant Revenue increased from \$4,930,100 to \$5,326,754 (8%). The Authority was able to increase unit months leased for Public Housing Program by 225 additional unit months over FY2008 levels.

Program Grants/Subsidies – The Authority had a \$4,766,968 increase (16%) in Federal Financial Assistance from 2008 levels [See chart on next page for detail by program]. This increase was primarily attributable to the receipt of new ARRA grant funding (\$2,917,887), increased ROSS program utilization (\$203,801) and Housing Choice Voucher Program advances from HUD (\$1,685,940).



**Chattanooga Housing Authority
Federal Financial Awards Comparison
For Fiscal Years 2009 and 2008**

PUBLIC HOUSING	<u>2009</u>	<u>2008</u>	Increase/ (Decrease)
Low Rent Public Housing Program	\$ 10,257,816	\$ 9,717,134	\$ 540,682
Capital Fund Program	2,275,165	3,043,223	(768,058)
ARRA - Formula Grant	2,915,487	-	2,915,487
ARRA - Competitive Grant	2,400	-	2,400
Revitalization of Severely Distressed Public Housing	61,490	25,534	35,956
Resident Opportunity and Supportive Services	300,817	97,016	203,801
Youthbuild Program	263,948	372,268	(108,320)
Community Development Block Grant/EDI	103,626	62,674	40,952
Weed and Seed Program	160,521	24,270	136,251
Home Investment Partnership Program	132,341	-	132,341
HOUSING ASSISTANCE PAYMENT PROGRAMS			
Housing Choice Voucher Program	16,370,254	14,684,314	1,685,940
Disaster Housing Assistance Grant	119,404	128,383	(8,979)
Disaster Voucher Program	-	53,271	(53,271)
Moderate Rehabilitation/ SRO	103,240	-	103,240
Shelter Plus Care	393,265	316,876	76,389
TOTALS	<u>\$ 33,459,774</u>	<u>\$ 28,524,963</u>	<u>\$ 4,934,811</u>

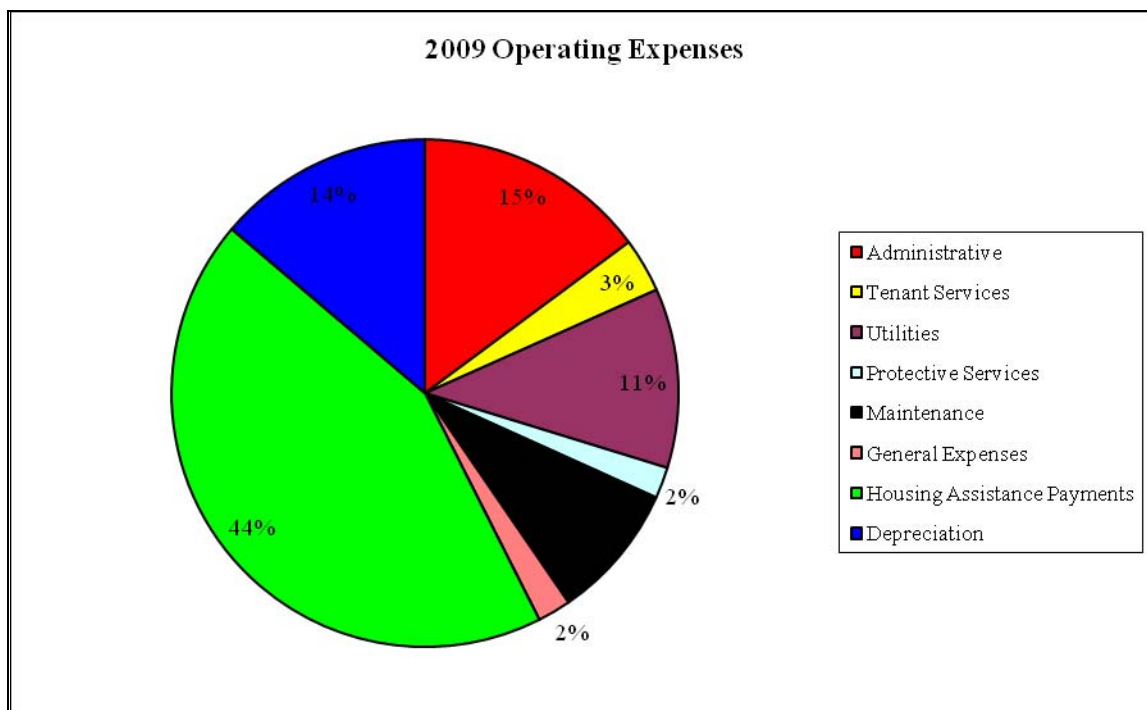
Interest and Other Income – There was a decrease in interest income during the year due to lower interest rates and the \$1.5 million reduction of HAP equity. Other income decreased by \$144,236 as 2008’s level contained the sale of the Grove Street Apartments.

EXPENSES

The Authority experienced a decrease in total expenses for the current year from \$44,302,549 to \$40,087,698 or 11%. The highlights of the expenses for the current year are as follows:

Administrative – Administrative costs include all non-maintenance and non-resident service personnel costs (including benefits and accrued leave), legal costs, auditing costs, travel and training costs, and other administrative costs such as supplies, telephone expense, etc. Compared to 2008, administrative costs decreased dramatically with a 53% drop of \$4,986,726. A review of individual line items revealed that this decrease can be isolated primarily to two line items, administrative salaries and fringe benefits. In comparison with 2008 levels, administrative salaries decreased approximately \$684,007 and fringe benefits decreased \$211,000. In addition, legal expenses were \$142,000 higher but this increase was offset by decreases in travel and office expenses of \$90,289 and \$446,706, respectively.

Utilities - The total utilities expense for the Authority increased by \$281,830 or 7% due to higher occupancy levels and increased storm-water fees/ water quality fees.



Tenant Services – Tenant Services costs include all costs incurred by the Authority to provide social services to the residents. In addition to the HUD ROSS, Youthbuild and Neighborhood Networks grants, the Resident Advisory Board (RAB) receives funding for board meetings, training costs, and other items to assist the RAB in staying informed on its role in the Authority’s operations. The individual tenant councils receive assistance on costs of meetings and other social activities provided. Tenant Services costs increased from \$342,019 to \$1,314,399 (a 26% increase).

Maintenance – Maintenance costs are all costs incurred by the Authority to maintain the Public Housing units available for occupancy, which are owned by the Authority, in a safe and sanitary manner. Costs include personnel costs, materials used to maintain the units, contracts for waste management, vehicles etc. The Maintenance Expense for the Authority decreased by \$375,170 or 1% below the fiscal year 2008 levels. This decrease was primarily the result of lower contract labor costs, materials costs, and contract costs.

Protective Services – Protective services expense changed from \$571,623 to \$636,553 or an increase of \$64,930 or 11%.

General Expenses – General Expenses include insurance costs (property, auto, liability, workers’ compensation, public officials’ liability, lead based paint insurance, etc.), collection losses, and payment in lieu of taxes to the City of Chattanooga. General expenses changed from \$523,471 to \$291,636 or a decrease of 55%. Insurance expense was reduced by \$94,691 due to lower workers compensation premiums and the provision for bad debt was reduced by \$136,500, which accounted for most of this change.

Interest expense – Interest expense was relatively flat with a change from \$1,173,622 to \$1,168,433 (a decrease of \$5,189).

Housing Assistance Payments Program – HAP payments consists of rental payments to owners of private property for which the housing authority has a HAP agreement with the tenant and the owner for the difference between the tenants rent and the applicable payment standard. Housing Authority leasing levels were 3,042 unit-months lower and during the year, HAP expense decreased by \$302,005 from FY 2008 levels.

Depreciation – Because the costs of all capitalized additions are spread over the estimated useful life of an asset, the estimated current year costs of capitalized items is recorded as depreciation. Depreciation expense for 2009 increased from \$4,876,157 to \$5,234,175 over the previous year level (a 7% increase).

CAPITAL ASSETS

At the end of fiscal year 2009, the Authority had invested in Capital Assets of \$60,064,367, net of depreciation. For the year ended December 31, 2009, net capital assets decreased by \$1,794,599 (3%). Decreases in capital assets were \$5.331 million comprised of depreciation expense and disposition of scattered site housing at Gurley. Additions during the year totaled \$3.54 million as detailed below:

TABLE III

<u>Account Descriptions</u>	<u>2009</u>	<u>2008</u>	<u>Total Change</u>
Land	\$ 9,765,619	\$ 9,844,187	\$ (78,568)
Buildings	135,980,141	132,117,083	3,863,058
Furniture & Equipment	2,004,659	3,293,629	(1,288,970)
Construction in Process	5,279,757	7,486,256	(2,206,499)
Accumulated Depreciation	<u>(92,965,809)</u>	<u>(90,882,189)</u>	<u>(2,083,620)</u>
Total Capital Assets	<u>\$ 60,064,367</u>	<u>\$ 61,858,966</u>	<u>\$ (1,794,599)</u>

A summary of the changes in capital assets were as follows:

Balance at January 1, 2009	\$ 61,858,966
Current period additions - Capital grants	930,921
Current period additions - ARRA	2,586,966
Current period additions - Greenwood Terrace LLC	18,601
Current period disposition - Gurley	(96,912)
Current period depreciation expense	(5,234,175)
Balance at December 31, 2009	\$ <u>60,064,367</u>

DEBT ADMINISTRATION

As of December 31, 2009, the Authority had \$18,100,798 of debt outstanding (including accrued interest) related to the operation of various federal and local programs. The following is a summary in the changes of total debt obligations for the year ended December 31, 2009:

Balance at January 1, 2009	\$ 19,012,472
Default FNMA interest added to principal	212,805
Debt payments	<u>(1,124,479)</u>
Balance at December 31, 2009	<u>\$ 18,100,798</u>

ECONOMIC FACTORS AND EVENTS AFFECTING OPERATIONS:

Several factors may affect the financial position of the Authority in the subsequent fiscal year. These factors include:

- (1) The level of low rent Public Housing funding provided by Congress to HUD has been decreasing over the past few years;
- (2) Local labor supply and demand, which can affect salary and wage rates; Volkswagen recently announced that it would be opening an assembly plant bringing additional job opportunities to the Chattanooga SMSA;
- (3) Local inflationary, recessionary and employment trends, which can affect resident incomes and therefore the amount of rental revenue paid; Unemployment continues to remain close to 10%
- (4) Inflationary pressure is expected to increase supplies and other costs.

In an effort to improve its financial position, during 2009, the Authority continued to decrease expenses, eliminated 5 staff positions and realigned job responsibilities, while adhering to the goal of providing uninterrupted “core services” to public housing residents and participants in the Housing Choice Voucher Program. Despite these financial challenges, the Authority made strides in its efforts to improve the quality of its portfolio and to enhance available services for residents and participants as noted below:

- HUD awarded \$6,200,000 to the Authority in funding pursuant to the American Recovery and Reinvestment Act. This funding allows for a complete renovation of 100 units and associated common areas at Mary Walker Towers, the renovation of elevators at Gateway Tower, and roof replacement and infrastructure improvements at Emma Wheeler Homes. These improvements will be completed in the coming year.
- The Authority was the recipient of a competitive ARRA grant award in excess of \$3.9 million that is to be utilized to redevelop the Fairmount Avenue Apartments in north Chattanooga. This development is expected to contain 18 townhouse style units that are to be energy efficient and LEED certified.
- For the fiscal year ended December 31, 2009, HUD has designated the Authority a “high performer” for the Housing Choice Voucher Program. In addition, the Authority experienced a record year in its Homeownership Program by assisting 10 families in home closings, more closings in one year since the inception of the program in 2006.

- The City of East Ridge honored the Authority with a “Flood Hero Award” for the Authority role in placing 12 families in apartments after a devastating flood ravaged the region in September 2009.
- In 2009, a major focus of the Low Income Public Housing Program [“LIPH”] was the training and cross training of existing staff. The Director organized a month long “peer to peer” training program during which staff members shared their knowledge and expertise with others to address training needs.
- The Authority reached a settlement with 700 Block Development Partners, thereby extricating itself from pending litigation related to the Mayfair on Market development project.
- In 2009 the Authority reached its goal of having a recognized Resident Council for every Asset Management Project, thereby empowering the public housing communities to self-govern and to work on programming that suited the unique needs of each site.
- The Authority received an award from the Avon Foundation for its collaborative efforts with Memorial Hospital to bring mammography services on-site for women in public housing. This initiative is part of the programming offered at the Neighborhood Network Center made possible by a 2007 HUD grant.

The challenges continue in 2010. As part of a strategic planning process, the Authority Board of Commissioners identified twelve goals that include: settlement of the Fannie Mae loan issue, building of reserves, increase in communication, achievement of “buy-in” on the Authority’s plan from staff and other stakeholders, the development of a long-term asset strategy, the preparation for obligation of Replacement Housing Factor funding, the implementation of relevant training programs for staff and others, the enhancement of public safety for residents and staff, the refinement of resident training, communication and focus groups, a study and determination of how success is measured for those we serve, the continuation of software improvement for program support and the development of an Upward Mobility Pilot Program for the Fairmount Apartment Project.

The Authority and its development partner, Pennrose Properties, recently submitted a tax credit application that seeks funding to demolish the Edward Steiner Apartments, a 50 unit public housing development, and to develop a 48 unit mixed finance community.

FINANCIAL CONTACT

This financial report is designed to provide our residents and participants, the citizens of Chattanooga, Tennessee, all federal and state regulatory bodies and any creditors with a general overview of the Authority’s finances. If you have any questions regarding these financial statements or supplemental information, you may contact Philippe Lindsay, Chief Financial Officer 423.752-4158 or via mail at P.O. Box 1486, Chattanooga, TN 37401.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
CONSOLIDATED STATEMENT OF NET ASSETS
DECEMBER 31, 2009

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$	2,457,863
Investments		58,956
Accounts receivable - net of allowance		459,681
Prepaid expenses		80,578
		3,057,078
Restricted cash		2,507,145
Investments - restricted		28,184
		2,535,329
Total current assets		5,592,407

NONCURRENT ASSETS

Capital Assets		
Land		9,765,619
Buildings and improvements		135,980,141
Personal property		2,004,659
Construction in progress		5,279,757
Less: accumulated depreciation		(92,965,809)
Capital Assets - net		60,064,367
Other assets		84,444
Notes receivable - long-term		22,831,496
		22,915,940
Total assets	\$	88,572,714

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
CONSOLIDATED STATEMENT OF NET ASSETS (CONTINUED)
DECEMBER 31, 2009

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	855,258
Accrued expenses		794,319
Tenant security deposits		229,809
Unearned revenue		1,563,351
Current portion of long-term debt		5,031,077
Accrued liabilities - other		40,112
Other current liabilities		190,700
Total current liabilities		8,704,626

NONCURRENT LIABILITIES

Long-term debt, net of current		13,069,721
Accrued compensated absences		63,643
Other noncurrent liabilities		477,674
Total noncurrent liabilities		13,611,038

Total liabilities		22,315,664
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NET ASSETS

Invested in capital assets, net of related debt		45,826,374
Restricted net assets		681,893
Unrestricted net assets		19,748,783
		66,257,050

Total liabilities and net assets	\$	88,572,714
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The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
CONSOLIDATED STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2009

OPERATING REVENUE	
Dwelling rent	\$ 5,326,754
Governmental grants and subsidy	30,203,467
Other income	586,292
Total revenue	<u>36,116,513</u>
OPERATING EXPENSES	
Administrative	5,749,636
Tenant services	1,314,399
Utilities	4,337,208
Protective services	636,553
Maintenance	3,175,109
General expense	806,967
Housing assistance payments	16,549,134
Depreciation	5,234,175
Total operating expenses	<u>37,803,181</u>
Net operating loss	(1,686,668)
NONOPERATING REVENUE (EXPENSES)	
Interest expense	(1,168,433)
Unrealized loss on interest rate swap	(116,084)
Write-down of investment in joint venture	(1,000,000)
Gain on disposition of capital assets	253,868
Investment income	134,220
Total Nonoperating Revenue (expenses)	<u>(1,896,429)</u>
Net loss before capital grants	(3,583,097)
Governmental grants - capital	<u>3,256,307</u>
Change in net assets	(326,790)
Net assets, beginning	<u>66,583,840</u>
Net assets - ending	<u>\$ 66,257,050</u>

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2009

CASH FLOWS FROM OPERATING ACTIVITIES	
Rental revenue	\$ 5,980,997
HUD operating grants	30,203,467
Other revenue	1,937,967
Total receipts	<u>38,122,430</u>
Payments to vendors	13,125,717
Payments to employees	5,274,017
Housing assistance payments	16,549,134
Total disbursements	<u>34,948,868</u>
Net cash provided by operating activities	3,173,562
CASH FLOWS FROM INVESTING ACTIVITIES	
Decrease in investments - restricted	23,036
Increase in restricted cash	(375,960)
Decrease in investments	7,924
Increase in capital assets	(3,536,488)
Proceeds from governmental grants - capital	3,256,308
Proceeds from sale of capital assets	350,780
Net cash used in investing activities	<u>(274,399)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Decrease in notes payable	<u>(911,674)</u>
Net cash used in financing activities	<u>(911,674)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	1,987,489
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>470,374</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u><u>\$ 2,457,863</u></u>
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Change in net assets	\$ (326,790)
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation and amortization	5,234,175
Write-down of investment in joint venture	1,000,000
Governmental grants - capital	(3,256,308)
Gain on disposition of capital assets	(253,868)
Unrealized gain on interest rate swap	116,084
Changes in operating assets and liabilities:	
(Increase) decrease in operating assets:	
Accounts receivable	654,242
Prepaid expenses	43,863
Increase (decrease) in operating liabilities:	
Accounts payable and accrued expenses	(1,393,217)
Tenant security deposits	3,706
Unearned revenue	1,351,675
Total adjustments	<u>3,500,352</u>
Net cash provided by operating activities	<u><u>\$ 3,173,562</u></u>

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009

NOTE A – SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY:

The accounting policies of the Chattanooga Housing Authority (Housing Authority) conform to generally accepted accounting principles (GAAP) as applicable to proprietary funds of governments. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. In June 1999, GASB approved Statement 34, *Basic Financial Statements and Management Discussion and Analysis for State and Local Governments*. This and consecutive statements are reflected in the accompanying consolidated financial statements (including notes to consolidated financial statements).

The Housing Authority has an interest in an entity that is a variable interest entity. The Housing Authority holds a .01% ownership interest in Greenwood Terrace, LLC, and the Housing Authority has provided certain guarantees, which include, but may not be limited to, a construction completion guaranty, an operating deficit guaranty and a tax credit guaranty. The maximum exposure to loss is the Housing Authority's current investment and the sum of any guaranty payments required. The Housing Authority consolidates the entity since it has control and bears the majority of the expected losses or expected residual returns. The equity interest of the limited partner in the entity is reflected in unrestricted net assets on the consolidated statement of net assets.

The following is a summary of the most significant policies:

1. Reporting Entity:

The Housing Authority is a public body corporate and politic with a seven member Board of Commissioners. The Mayor of Chattanooga appoints the Board of Commissioners (Board). However, the Housing Authority has complete administrative authority and it recruits and employs personnel. The Housing Authority adopts a budget that is approved by the Board of Commissioners. Subsidies for operations are received primarily from U.S. Department of Housing and Urban Development (HUD). The Housing Authority has substantial legal authority to control its affairs without local government approval; therefore, all operations of the Housing Authority are a separate reporting entity as reflected in this report. The Housing Authority has three component units that are reported as blended component units: Holtzclaw Development, LLC, Grove Street Center, LLC and Greenwood Terrace LLC. In addition, the Housing Authority has .01% ownership interests in three tax credit developments which are not considered component units because the Housing Authority does not have either control or financial responsibility for them: McCallie Homes Housing Partnership – Phase I, LLC, Alton Park Housing Partnership, LLC, and The Villages Housing Partnership, LLC. These investments are accounted for using the cost method. The Housing Authority is responsible for its debts and is entitled to surpluses. No separate agency receives a financial benefit nor imposes a financial burden on the Housing Authority.

2. Basis of Presentation and Accounting:

The accounting records of the Housing Authority are maintained and reported in accordance with methods prescribed by HUD. The Housing Authority must report using GAAP; however, it has the option to use either the single enterprise proprietary fund or special purpose governmental fund model. The Housing Authority is a Special Purpose Government engaged only in business-type activities and therefore, presents only the financial statements required for the enterprise fund. In accordance with the Enterprise Fund Method, activity is recorded using the accrual basis of accounting and the measurement of focus is on the flow of economic resources. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded at the time liabilities are incurred. This required the Housing Authority to account for operations in a manner similar to private business or where the Board has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE A – SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Continued)

The Housing Authority has elected to report as a single-enterprise proprietary fund and uses the accrual basis of accounting. The measurement focus is on the flow of economic resources. The proprietary fund is composed of a number of programs. These programs (Housing Choice Voucher, Disaster Voucher, Shelter Plus Care, Low Rent Public Housing, Capital Fund, Revitalization of Severely Distressed Public Housing, Resident Opportunity and Supportive Services, Youthbuild, Community Development Block Grant, and Weed & Seed Programs) are designed to provide quality affordable housing opportunities and increase the self-sufficiency of those housed. The major programs are described as follows:

The Housing Authority has multiple programs which are accounted for in one enterprise fund, which is presented in the consolidated financial statements as follows:

Low Income Public Housing – The Housing Authority owns, operates and maintains 12 projects consisting of 2,740 units of public housing. The program offers income based rental assistance (subsidy) for elderly, disabled and single families who qualify under the low-income guidelines. Revenues for the projects consist of rents and other fees collected from tenants and an operating subsidy received from HUD. Typically residents pay 30% of their adjusted gross income in rents. The Housing Authority's subsidy is received under an Annual Contributions Contract to offset the cost of operating the units. HUD also provides funds to maintain and improve the public housing projects under the *Capital Fund* Program. Substantially all additions and improvements to land, structures and equipment of public housing are accomplished through these capital grant funds.

Housing Choice Vouchers – The Housing Authority provides rental assistance payments to approximately 2,700 households who live in private rental housing. Funded by HUD pursuant to Section 8 of the U.S. Housing Act, this program allows participating families and individuals to choose their own housing with the use of a housing voucher. Generally, the participant pays between 30% and 40% of their monthly income towards rent and the Housing Authority pays the remainder. The Housing Authority targets this program to the elderly, disabled households and families that are homeless or at the risk of homelessness.

Proprietary funds are used to account for activities that are operated in a manner similar to private enterprise business. Under this method revenues are recognized when earned and expenses are recognized when incurred.

Capital asset purchases are capitalized and long term liabilities are accounted for in the fund.

The Housing Authority has applied all applicable Governmental Accounting Standards Board pronouncements as well as pronouncements issued by the Financial Accounting Standards Board on or before November 30, 1989, and those issued after November 30, 1989, except for those that conflict with or contradict GASB pronouncements.

3. Cash and Cash Equivalents:

Cash and cash equivalents consist principally of demand deposits and U.S. Treasury Instruments with original maturities of 90 days or less. These are stated at cost which approximates fair value.

4. Accounts Receivable:

Tenant accounts receivable are carried at the amount considered by management to be collectible. Tenant accounts receivable are immaterial for further disclosures. Other accounts receivable consist of amounts due from U.S. Department of Housing and Urban Development and State and Local governments for Grant Income.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE A – SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Continued)

5. Prepaid Items:

Payments made to vendors for goods or services that will benefit periods beyond December 31, 2009, are recorded as prepaid items.

6. Inter-program Receivables and Payables:

Inter-program receivables and payables are all current and are the result of the use of the Public Housing Program as the common paymaster for shared costs of the Housing Authority. Cash settlements are made periodically and all inter-program balances net to zero. These inter-program receivables and payables have been eliminated in the preparation of the consolidated financial statements. The detail by program can be found in the Financial Data Schedule of this report.

7. Investments:

Investments are recorded at cost which approximates fair value. Investment instruments consist only of items specifically approved for public housing agencies by HUD. Investments are either insured or collateralized using the dedicated method. Under the dedicated method of collateralization, all deposits and investments over the federal depository insurance coverage are collateralized with securities held by the Housing Authority's agent in the Housing Authority's name. It is the Housing Authority's policy that all funds on deposit are collateralized in accordance with both HUD requirements and requirements of the State of Tennessee.

8. Inventories:

The Housing Authority maintains no inventory of expendable items. All supplies are expenses when purchased. Supplies on hand are minimal. The Housing Authority's administration believes that the benefits of maintaining an inventory would be less in value than the cost of maintaining such a system.

9. Capital Assets:

All purchased capital assets are valued at cost when historical records are available. When no historical records are available, capital assets are valued at estimated historical cost. Donated capital assets are recorded at their fair value at the time they are received. Donor imposed restrictions are deemed to expire as the asset depreciates. Land values were derived from development closeout documentation.

All normal expenditures of preparing an asset for use are capitalized when they meet or exceed the capitalization threshold.

The cost of buildings and equipment is depreciated over the estimated useful lives of the related assets on a composite basis using the straight-line method. Depreciation commences on modernization and development additions in the year following completion. Small dollar value minor equipment items are expensed. Depreciation on assets has been expensed in the statement of income. The useful lives of buildings and equipment for purposes of computing depreciation as follows:

Buildings	15-20 years
Personal property	3-7 years

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE A – SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Continued)

The Housing Authority has been, and is currently, involved in various demolition activities in conjunction with its modernization and development programs. In accordance with GASB No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*, the Housing Authority has at December 31, 2009, recognized in the accompanying consolidated financial statements the impact of the demolition activities. Under the provisions of the statement, long-lived assets are to be reviewed for impairment. If the sum of the expected future cash flows is less than the carrying value amount of the asset, an impairment loss should be recognized. No such impairment loss was incurred during the year.

10. Derivatives and hedging activities

The Housing Authority recognizes all derivatives on the balance sheet at fair value. Derivatives that are not hedges must be adjusted to fair value through income. If the derivative is a hedge, depending on the nature of the hedge, changes in the fair value of derivatives are either offset against the earnings of the hedged item or recognized in other comprehensive income (loss) in partners' capital until the hedged item is recognized in earnings. The ineffective portion of a derivative's change in fair value will be immediately recognized in earnings.

The Housing Authority holds derivative financial instruments for the purpose of limiting its exposure to interest rate fluctuations through the use of an interest rate swap. Net amounts paid or received under interest rate swap arrangements are reflected as adjustments to interest expense.

Derivatives are held only for the purpose of hedging or limiting such risks, not for speculation. As of December 31, 2009, none of the Housing Authority's derivative financial instruments qualify as hedges.

11. Compensated Absences:

The Housing Authority's employees accrue personal leave or compensated absences. The Housing Authority accrues the liability for those absences that the employee has earned the rights to the benefits. Accrued amounts are based on a prescribed formula based on length of service. Full-time, permanent employees are granted vacation and sick leave benefits in varying amounts to specified maximums depending on tenure with the Housing Authority. Vacation pay is recorded as an expense and related liability in the period earned by employees. Leave accrued but not yet paid as of December 31, 2009, is shown as a liability allocated between current and noncurrent.

12. Litigation Losses:

The Housing Authority recognizes estimated losses related to litigation in the period in which the occasion giving rise to the loss occurs but not before the loss is probable and reasonably estimable.

13. Restricted Assets:

Certain assets may be classified as restricted assets on the balance sheet, because their use is restricted by contracts or agreements with outside third parties and lending institutions.

Net assets are reported as restricted when constraints placed on net asset use are either: externally imposed by creditors (such as debt covenants), grantors, contributors, or laws or regulations of other governments, imposed by law through constitutional provisions or enabling legislation.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE A – SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Continued)

14. Operating Revenues and Expenses:

Operating revenues and expenses consist of revenues earned and expenses incurred as a result of the principal operations of the Housing Authority. Operating revenue results from exchange transactions associated with providing housing and related services, and federal operating subsidies and housing assistance payments that are directly related to the Housing Authority's mission. Nonoperating revenue includes capital and noncapital federal grants, interest revenue, and other revenues not meeting the definition of operating. Operating expenses consist of all expenses incurred to provide housing services.

15. Use of Estimates:

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

16. Fair Value of Financial Instruments:

The carrying amount of the Housing Authority's financial instruments at December 31, 2009, including cash, investments, accounts receivable, and accounts payable, closely approximate fair value.

17. Annual Contribution Contracts:

Annual Contribution Contracts provide that HUD shall have the authority to audit and examine the records of public housing authorities. Accordingly, final determination of the Housing Authority's financing and contribution status for the Annual Contribution Contracts is the responsibility of HUD based upon financial reports submitted by the Housing Authority.

18. Application of Restricted Resources:

The Housing Authority will first apply restricted resources when an expense incurred for purposes for which both restricted and unrestricted net assets are available.

19. Subsequent Events:

Subsequent events have been evaluated through June 29, 2010, which is the date the financial statements were available to be issued. See Note J for subsequent event.

NOTE B – DEPOSITS AND INVESTMENTS:

HUD requires public housing authorities to invest excess HUD program funds in obligations of the United States, certificates of deposit or any other federally insured instruments.

The Housing Authority's cash and cash equivalents consist of cash held in both interest and non-interest bearing checking accounts totaling \$2,457,863. The restricted cash of \$2,507,145 is held in six interest-bearing checking accounts. Investments consist of a U.S. Treasury Bill totaling \$58,956.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE B – DEPOSITS AND INVESTMENTS: (Continued)

Cash equivalents and investments at December 31, 2009, consisted of the following:

Checking Accounts	\$ 2,462,132
Savings Accounts/Money Market	2,588,316
Petty Cash	<u>1,700</u>
	<u>\$ 5,052,148</u>

All investments are carried at cost plus accrued interest, which approximates market. The Housing Authority had no realized gains or losses on the sale of investments. The calculation of realized gains or losses is independent of a calculation of the net change in the fair value of investments.

Interest rate risk – the Housing Authority’s policy does not address interest rate risk.

Credit risk – the Housing Authority’s investments consist of certificates of deposits and a federal home loan discount note, which do not have credit ratings, and U.S. Treasury obligations, which are not considered to have any credit rate risk; however, the Housing Authority’s policy does not address credit rate risk.

Custodial credit risk –the Housing Authority’s deposits and investments may not be returned in the event of a bank failure. As of December 31, 2009, \$4,306,101 of the Housing Authority’s deposits and investments were exposed to this risk because the amounts were in excess of FDIC insurance limits; however, \$3,655,800 was collateralized with investments and securities held by the pledging financial institution in the Housing Authority’s name.

NOTE C – ACCOUNTS RECEIVABLE:

Accounts receivable at December 31, 2009, consisted of the following:

Tenant accounts receivable (net)	\$ 174,918
Accounts receivable - HUD	212,628
Accounts receivable - City of Chattanooga (Home Program)	5,000
A/R - Fraud recovery	23,686
Notes receivable - net of allowance of \$358,663	-
A/R - Other	<u>43,449</u>
	<u>\$ 459,681</u>

Note: The above receivable balance excludes \$1,924,555 of inter-program balances that have been eliminated as a result of financial statement consolidation.

NOTE D – DEFERRED CHARGES:

Deferred charges at December 31, 2009, consisted of the following:

Prepaid expenses	<u>\$ 80,578</u>
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CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE E – NOTES RECEIVABLE:

The notes and mortgages receivable consist of:

McCallie Homes Housing Partnership, LLC (net of allowance of \$146,641)	\$ 4,933,448
Alton Park Housing Partnership, LLC (net of allowance of \$189,022)	8,185,370
The Villages at Alton Park, Inc. (net of allowance \$3,176,456)	-
The Villages Housing Partnership, LLC (net of allowance of \$23,000)	6,336,100
Johnson Terrace LLC (The Oaks at Camden)	3,376,578
	<u>\$ 22,831,496</u>

On August 26, 2003, the Housing Authority entered into various loan agreements with McCallie Homes Housing Partnership, LLC totaling \$5,540,088, as evidenced by notes receivable, for the construction of low income dwellings in association with the HOPE VI Program and secured by deeds of trust. The terms of the notes are generally between forty (40) and forty-five (45) years from the date of the note. The notes bear 0% interest; however, one loan for \$2,973,447 bears interest at the long-term Applicable Federal Rate in effect at the date of the note. No payments of principal or interest are due until the payment date. The total outstanding balance on the notes, net of allowance, as of December 31, 2009, was \$4,933,448.

On December 16, 2003, the Housing Authority entered into various loan agreements with Alton Park Housing Partnership, LLC totaling \$8,418,385, as evidenced by notes receivable, for the construction of low income dwellings in association with the HOPE VI Program and secured by deeds of trust. The terms of the notes are generally between forty-nine (49) and fifty (50) years from the date of the note. The notes bear 0% interest; however, one loan for \$3,954,363 bears interest at the long-term Applicable Federal Rate in effect at the date of the note. No payments of principal or interest are due until the payment date. The total outstanding balance on the notes, net of allowance, as of December 31, 2009, was \$8,185,370.

On October 26, 2004, the Housing Authority entered into a loan agreement with The Villages at Alton Park, Inc., totaling \$3,176,456, as evidenced by a note receivable, for the construction of low income homeownership dwellings in association with the HOPE VI Program and secured by a deed of trust. The term of the note is the termination/expiration date of the ground lease (December 31, 2010). The note bears 0% interest. No payment of principal is due until the payment date. The total outstanding balance on the notes, net of allowance, as of December 31, 2009, was \$0.

On May 12, 2005, the Housing Authority entered into various loan agreements with The Villages Housing Partnership, LLC totaling \$6,884,100, as evidenced by notes receivable, for the construction of low income dwellings in association with the HOPE VI Program and secured by deeds of trust. The terms of the notes are generally between forty-five (45) and fifty (50) years from the date of the note. The notes bear 0% interest; however, one loan for \$3,111,100 bears interest at the long-term Applicable Federal Rate, compounded annually, in effect at the date of the note. No payments of principal or interest are due until the payment date. The total outstanding balance on the notes, net of allowance, as of December 31, 2009, was \$6,336,100.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE E – NOTES RECEIVABLE: (Continued)

On June 6, 2007, the Housing Authority entered into two loan agreements with Johnson Terrace LLC (The Oaks at Camden) totaling \$3,376,578, as evidenced by notes receivable, for the construction of low income dwellings and secured by deeds of trust. The terms of the notes are between forty (40) and forty-three (43) years from the date of the note. One note bears 0% interest; however, the other loan for \$943,144 bears interest at the long-term Applicable Federal Rate in effect at the date of the note. No payments of principal or interest are due until the payment date. The total outstanding balance on the notes as of December 31, 2009, was \$3,376,578.

Management believes the notes are collectible with the exception of The Villages at Alton Park, Inc. No provision for an allowance other than for The Villages at Alton Park, Inc. as well as other amounts of \$358,663 that management has deemed as uncollectible. Management has not reserved such balances where the insured values of the properties exceed the face value of the Notes Receivable. An evaluation is made annually by management to verify collectability.

The Housing Authority entered into land lease agreements with the Promisors of the Notes Receivable. The term of the leases shall be for forty (40) to fifty (50) years and rent is \$1 per year. The cost of the leased land is \$7,946,997, which is included in Land on the Statement of Net Assets.

NOTE F – CAPITAL ASSETS:

A summary of the changes in capital assets was as follows:

	Balance 12/31/08	Additions	Retirements/ Adjustments	Balance 12/31/09
Land	\$ 9,844,187	\$ -	\$ (78,658)	\$ 9,765,619
Buildings and improvements	132,117,083	-	3,863,058	135,980,141
Furniture and equipment	3,293,629	18,601	(1,307,571)	2,001,659
Construction in progress	7,486,256	3,517,887	(5,724,386)	5,279,757
Total capital assets	152,741,155	3,536,488	(3,247,467)	153,030,176
Accumulated depreciation	(90,882,189)	(5,234,175)	3,150,555	(92,965,809)
Net capital assets	\$ 61,858,966	\$ (1,697,687)	\$ (96,912)	\$ 61,858,966

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE F – CAPITAL ASSETS: (Continued)

A summary of the changes in capital assets were as follows:

Balance at January 1, 2008	\$ 61,858,966
Current period additions – Capital grants	930,921
Current period additions – ARRA	2,586,966
Current period additions – Greenwood Terrace LLC	18,601
Current period dispositions – Scattered sites (Gurley)	(96,912)
Current period depreciation expense	<u>(5,234,175)</u>
Balance at December 31, 2008	<u>\$ 60,064,367</u>

Depreciation By Asset Class	Balance 12/31/08	Net Change	Balance 12/31/09
Building and improvements	\$ 88,402,020	\$ 2,582,040	\$ 90,984,060
Personal property	2,480,169	(498,420)	1,981,749
	<u>\$ 90,882,189</u>	<u>\$ 2,083,620</u>	<u>\$ 92,965,809</u>

NOTE G – ACCOUNTS PAYABLE:

Accounts payable consisted of the following at December 31, 2009:

Vendors and contractors payable	\$ 650,954
Accounts payable – HUD	93,941
Payment in lieu of taxes	<u>110,363</u>
	<u>\$ 855,258</u>

Note: The above payable balance excludes \$1,924,555 of inter-program balances that have been eliminated as a result of financial statement consolidation.

NOTE H – ACCRUED LIABILITIES AND UNEARNED REVENUE:

Accrued liabilities and unearned revenue consisted of the following at December 31, 2009:

Accrued wages/payroll tax liability	\$ 221,544
Accrued compensated absences – current portion	572,775
Accrued liabilities - other	190,700
Other current liabilities	40,112
Current portion of long-term debt	5,031,077
Unearned revenues - ARRA	100
Unearned revenues - Wells Fargo Homebuyer program	7,938
Unearned revenues - VASH program	49,738
Unearned revenues - HCV program advances (January 2010)	1,449,329
Tenant security deposits	229,809
Tenants prepaid rent	<u>56,246</u>
	<u>\$ 7,849,368</u>

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE I – NON-CURRENT LIABILITIES:

Noncurrent liabilities consisted of the following at December 31, 2009:

Accrued wages/payroll tax liability	\$ 65,438
Accrued compensated absences – current portion	412,236
Tenant security deposits	13,069,721
Tenants prepaid rent	<u>63,643</u>
	<u>\$ 13,611,038</u>

NOTE J – NOTES PAYABLE:

As of December 31, 2009, the Chattanooga Housing Authority has \$18,100,798 of debt outstanding related to various projects and programs. These debts are the obligations associated with the following programs:

Citicapital Bank	\$ 7,822,599
First Tennessee Bank - Holtz claw LLC	2,883,600
Honeywell Global - Public Housing	3,523,994
Mayfair on Market - Fannie Mae (Unsecured)	3,862,805
Leases Payable - operations (COCC)	<u>7,800</u>
Total Debt outstanding as of December 31, 2009	<u>\$ 18,100,798</u>

Current portion	\$ 5,031,077
Long-term portion	<u>13,069,721</u>
	<u>\$ 18,100,798</u>

On April 27, 2005, the Housing Authority entered into a capitalized lease purchase agreement with Citicapital Bank. The two original notes were for \$5,101,719 and \$5,276,526. Both notes have an interest rate of 4.88% with monthly payments and are secured by deeds of trust. Interest expense during the year was \$401,525. The combined outstanding balance at December 31, 2009, was \$7,822,599.

Future payments for each of the next five years, and thereafter, consist of:

Citicapital

	<u>Principal</u>	<u>Interest</u>	<u>Total Payments</u>
2010	\$ 779,914	\$ 364,529	\$ 1,144,366
2011	818,837	325,529	1,144,366
2012	859,701	284,665	1,144,366
2013	902,606	241,760	1,144,366
2014	955,391	188,975	1,144,366
Thereafter	<u>3,506,150</u>	<u>308,404</u>	<u>3,814,554</u>
	<u>\$ 7,822,599</u>	<u>\$ 1,713,785</u>	<u>\$ 9,536,384</u>

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE J – NOTES PAYABLE: (Continued)

On April 28, 2007, Holtzclaw Development, LLC entered into a promissory note agreement with First Tennessee Bank National Association. The original note was for an amount not to exceed \$3,100,000. The note bears interest at LIBOR plus 1.25% with monthly payments, which began January 1, 2007 and is secured by a deed of trust. Interest expense during the year was \$203,547. The outstanding balance as of December 31, 2009, is \$2,883,600.

Holtzclaw Development, LLC, a wholly-owned component unit, has entered into an interest rate swap agreement with an original notional amount of \$3,027,400 that limits the variable interest cash flow exposure on the loan for a period of eleven years from the date issued. Under the interest rate swap agreement, Holtzclaw Development, LLC pays or receives on a monthly basis an amount based on the notional amount multiplied by the positive or negative difference, respectively, of .34%. As of December 31, 2009, the fair value of the interest rate swap obligation was \$412,236. During the year ended December 31, 2009, the Housing Authority's net cash payments under the swap agreement were \$116,084.

Future payments for each of the next five years, and thereafter, consist of:

First Tennessee (Holtzclaw LLC)

	Principal	Interest	Total Payments
2010	\$ 96,700	\$ 122,056	\$ 218,756
2011	103,800	114,069	217,869
2012	111,200	105,674	216,874
2013	120,000	95,884	215,884
2014	130,950	83,957	214,907
Thereafter	2,320,950	575,619	2,936,569
	<u>\$ 2,883,600</u>	<u>\$ 1,097,259</u>	<u>\$ 4,020,859</u>

On July 17, 2007, the Housing Authority entered into a capitalized lease purchase agreement with Honeywell Global Finance LLC. The original note was for \$4,266,570. The note bears interest at an effective rate of 4.238% with monthly payments, which began on June 30, 2007, and is secured by a deed of trust. Interest expense during the year was \$182,787. The outstanding balance at December 31, 2009, is \$3,523,994.

Future payments for each of the next five years, and thereafter, consist of:

Honeywell Global (Public Housing)

	Principal	Interest	Total Payments
2010	\$ 283,858	\$ 171,898	\$ 455,756
2011	299,096	156,660	455,756
2012	312,020	143,736	455,756
2013	325,502	130,254	455,756
2014	339,852	115,904	455,756
Thereafter	1,936,666	315,114	2,278,780
	<u>\$ 3,523,994</u>	<u>\$ 1,033,566</u>	<u>\$ 4,557,560</u>

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE J – NOTES PAYABLE: (Continued)

Fannie Mae Loan (Currently in Default)

On December 21, 2007, the Housing Authority entered into a loan and security agreement with Fannie Mae. The original note was for \$3,650,000. The note bears a variable interest rate based on three month LIBOR plus 205 basis points and is secured by the Housing Authority's general fund. Payments are due monthly. The outstanding principal balance as of December 31, 2009, is \$3,650,000. In August 2009, Fannie Mae notified the CHA that the loan was in default and no additional payments have been made since that time. In addition, the loan has been designated non-performing and now is subject to a 300 basis point penalty. Interest expense during the year was \$379,349. The outstanding obligation as of December 31, 2009, was \$3,862,805 which includes \$212,805 of accrued and unpaid interest. Since the obligation is unrelated to any Housing Authority operations and is unsecured, it is anticipated that CHA will seek a negotiated settlement in 2010. Consequently, all of the outstanding balance is considered short-term and is therefore a current liability.

Capital Leases Payable (Operations)

The Housing Authority has various leases for vehicles, which have been capitalized for accounting purposes. The term of the note is for 35 months. The leases bear interest at 6.7% and are collateralized by the vehicles. The Housing Authority makes monthly payments of principal and interest of \$1,975. Interest expense during the year was \$1,225. The outstanding balance on these leases as of December 31, 2009, was \$7,800. This balance was subsequently paid off in February 2010.

NOTE K – INTER-PROGRAM BALANCES:

The following amounts from the Financial Data Schedules have been eliminated in preparing the consolidated financial statements:

Due from and due to accounts	\$ 1,924,555
OIG mandated inter-program reimbursements	1,367,286
Notes receivable non-current and long-term debt	2,179,719
Buildings – Greenwood Terrace LLC	97,701
Depreciation expense - Greenwood Terrace LLC	(408)
Cash overdraft	127,399
STATEMENT OF NET ASSETS TOTALS	<u>\$ 5,696,246</u>
Asset Management Fees	\$ 2,703,878
Bookkeeping Fees	442,827
Front-line Expenses	592,325
INCOME STATEMENT TOTALS	<u>\$ 3,739,057</u>

NOTE L – PENSION PLAN OBLIGATIONS:

The Chattanooga Housing Authority sponsors a defined contribution plan for all employees having at least six months of service. Participants do not contribute to the plan and become fully vested in employer contributions and investments earnings after five years of participation in the plan. Total employer contributions to the plan during the year were \$790,499. Total payroll during the year was \$8,308,212. Forfeited amounts can be used for administrative fees or disbursed by percentage to remaining employees.

The Chattanooga Housing Authority sponsors a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan permits all employees to defer a portion (\$15,500 in 2009) of their salary until future years. Such amounts are not available to employees until termination, retirement, death, or unforeseeable emergency.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE L – PENSION PLAN OBLIGATIONS (Continued):

Assets in the plan are recorded at market value but are administered by a private corporation under contract with the Housing Authority. The Housing Authority has no liability for losses under the plan but does have the duty of due care that would be required of an ordinary prudent investor. Additional details on the plan can be obtained from USI Consulting Group, Carissa Dunaway, 900 South Gay Street, Suite 1796, Knoxville, TN 37902, 865-523-8353.

NOTE M – EQUITY TRANSFERS:

The following equity transfers were recognized for the year ended December 31, 2009:

LOW RENT PROGRAM

Equity transfer - Business Activities	\$ (148,614)
Equity transfer - ARRA Program Improvements	2,586,966
Equity transfer - COCC disallowed OIG expenses	596,683
Equity transfer - Low Rent program assets included in COCC	611,468
Equity transfer - Close out HOPE VI program assets	26,041,880
Equity transfer - Greenwood Terrace LLC interest	(148,395)
	<u>\$ 29,540,168</u>

HOPE VI PROGRAM

Equity transfer - Close out HOPE VI program to Low Rent	<u>\$ (26,041,880)</u>
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HOUSING CHOICE VOUCHER PROGRAM

Equity transfer from COCC to eliminate administrative fee deficit	<u>\$ 70,603</u>
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ARRA PROGRAM

Equity transfer to Low Rent [AMP improvements]	<u>\$ (2,586,966)</u>
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CENTRAL OFFICE COST CENTER

To transfer of non-federal funds to cover costs disallowed by OIG	\$ (596,683)
To record transfer of funds to HCV to eliminate deficit	(70,603)
Removal of assets owned by Low Rent Program	(611,648)
	<u>\$ (1,278,934)</u>

BUSINESS ACTIVITIES

Equity Transfer from Low Rent Program	<u>\$ 148,614</u>
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NONCONTROLLING INTEREST

Equity Transfer from Low Rent Program - Greenwood Terrace LLC	<u>\$ 148,395</u>
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NET EQUITY TRANSFERS

	<u>\$ -</u>
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CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE N – CONTINGENCIES:

The entity is subject to possible examinations made by federal regulators who determine compliance with terms, conditions, laws and regulations governing grants given to the entity in the current and prior years. These examinations may result in required refunds by the entity to federal grantors and/or program beneficiaries. In prior periods, the Housing Authority improperly utilized \$788,639 of funds from the Housing Choice Voucher Program to pay operational expenditures. Such amounts are to be repaid to the program in June 2010. All personnel associated with the approval of diverting such funds have been terminated. This and other factors have resulted in increased oversight by the local HUD field office.

There are currently lawsuits ongoing that have arisen in the normal course of the Housing Authority's operations; however, there are no amounts which are deemed as contingent liabilities which should be disclosed or accrued in the consolidated financial statements. The Housing Authority believes that an unfavorable outcome of these matters would not have a material adverse effect to the consolidated financial statements.

NOTE O – LEASING ACTIVITIES (AS LESSOR):

The Housing Authority is the lessor of dwelling units mainly to low-income residents. The rents under the leases are determined generally by the resident's income as adjusted for eligible deductions regulated by HUD, although the resident may opt for a flat rent. Leases may be cancelled by the lessee at any time. The Housing Authority may cancel the lease only for cause.

Revenues associated with these leases are recorded in the consolidated financial statements and schedules as "Rental Revenue." Rental Revenue per dwelling unit generally remains consistent from year to year, but is affected by general economic conditions which impact personal income and local availability.

NOTE P – ANNUAL CONTRIBUTIONS BY FEDERAL AGENCIES:

Pursuant to the Annual Contributions Contract, HUD contributes an operating subsidy approved in the operating budget under the Annual Contributions Contract. HUD operating subsidy contributions for the year ended December 31, 2009, were \$9,678,406.

Section 8 programs provide for housing assistance payments to private owners of residential units on behalf of eligible low or very low-income families. The program provides for such payments with respect to existing and moderately rehabilitated housing covering the difference between the maximum rental on a dwelling unit, the amount of rent contribution by a participating family and related administrative expense. The Housing Authority is also eligible to receive reimbursement of preliminary expenses prior to lease up.

NOTE Q – ECONOMIC DEPENDENCY:

Both the PHA Owned Housing Program and the Section 8 Program are economically dependent on annual contributions and grants from HUD. Both programs operate at a loss prior to receiving the contributions and grants.

The Housing Authority receives approximately 90% of its revenues from HUD. If the amount of revenues received from HUD falls below critical levels, the Housing Authority's operating reserves could be adversely affected.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2009
(Continued)

NOTE R – RISK MANAGEMENT:

The Housing Authority is exposed to all common perils associated with the ownership and rental of real estate properties. A risk management program has been established to minimize loss occurrence and to transfer risk through various levels of insurance. Property, casualty, employee dishonesty and public official's liability forms are used to cover the respective perils.

The Housing Authority is exposed to various risks of loss related to torts; thefts of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Housing Authority carries commercial insurance, including workers' compensation and employee health and accident insurance, general liability, fire and extended coverage, fidelity bond, automobile, and Director and Officers liability. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. Additionally, there have been no significant reductions in insurance coverage from the prior year.

NOTE S – SUPPLEMENTAL INFORMATION:

The supplemental information has been included in order to show the consolidated financial statements of the Housing Authority on the GAAP basis of accounting but in the format of the HUD Handbook 7476.3, *Audit Guide*. This is due to the fact that some supplemental information is reviewed by the field office and provides greater detail concerning the operations of the Housing Authority.

Report of Independent Auditors on Internal Control over Financial
Reporting and on Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Commissioners of
Chattanooga Housing Authority:

We have audited the accompanying consolidated financial statements of Chattanooga Housing Authority (the "Housing Authority") as of and for the year ended December 31, 2009, and have issued our report thereon dated June 29, 2010. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the Housing Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Housing Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority's internal control over financial reporting.

A control deficiency in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Housing Authority's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles, such that there is more than a remote likelihood that a misstatement of the Housing Authority's financial statements that is more than inconsequential will not be prevented or detected by the Housing Authority's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Housing Authority's internal control.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in the internal control that might be significant deficiencies and, accordingly, would not necessarily disclose all significant deficiencies that are also considered to be material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Housing Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information of the Board of Commissioners, management, and federal awarding agencies and is not intended to be and should not be used by anyone other than these specified parties.


June 29, 2010

Report of Independent Auditors on Compliance with Requirements
Applicable to Each Major Program and on Internal Control over Compliance
in Accordance with OMB Circular A-133

To the Board of Commissioners of
Chattanooga Housing Authority:

Compliance

We have audited the compliance of Chattanooga Housing Authority with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended December 31, 2009. The Housing Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the Housing Authority's management. Our responsibility is to express an opinion on the Housing Authority's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance occurred with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program. An audit includes examining, on a test basis, evidence about the Housing Authority's compliance with those requirements and performing such other procedures, as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Housing Authority's compliance with those requirements.

In our opinion, the Housing Authority complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended December 31, 2009.

Internal Control over Compliance

The management of Chattanooga Housing Authority is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the Housing Authority's internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Housing Authority's internal control over compliance.

A control deficiency in an entity's internal control over compliance exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect noncompliance with a type of compliance requirement of a federal program on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Housing Authority's ability to administer a federal program such that there is more than a remote likelihood that noncompliance with a type of compliance requirement of a federal program that is more than inconsequential will not be prevented or detected by the Housing Authority's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected by the Housing Authority's internal control.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the Board of Commissioners, management and federal awarding agencies, and is not intended to be and should not be used by anyone other than these specified parties.


June 29, 2010

**CHATTANOOGA HOUSING AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2009**

Section I – Summary of Auditor’s Results

Financial Statements

Type of audit report issued on financial statements of auditee: Unqualified

Internal control over financial reporting:

- Material weaknesses identified? _____yes X no
- Significant deficiencies identified that are not considered to be material weaknesses? _____ yes X none reported

Noncompliance material to financial statements noted? _____yes X no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? _____yes X no
- Significant deficiencies identified that are not considered to be material weaknesses? _____ yes X none reported

Type of auditor’s report issued on compliance for major programs: Unqualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? _____ yes X none reported

Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
CFDA 14.850	Low Rent Public Housing Program
CFDA 14.871	Housing Choice Voucher Program
CFDA 14.872	Capital Fund Program
CFDA 14.885	ARRA Formula Grant
CFDA 14.886	ARRA - Competitive Grant

Dollar threshold used to distinguish between Type A and Type B programs: \$1,003,793

Auditee qualified as low-risk auditee? _____ yes X no

**CHATTANOOGA HOUSING AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2009**

Section II – Financial Statement Findings

There were no financial statement findings for the year ended December 31, 2009.

Section III – Federal Award Findings and Questioned Costs

There were no federal award findings for the year ended December 31, 2009.

**CHATTANOOGA HOUSING AUTHORITY
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2009**

Section I – Summary of Auditor’s Results

Financial Statements

Type of audit report issued on financial statements of auditee: Unqualified

Internal control over financial reporting:

- Material weaknesses identified? yes no
- Significant deficiencies identified that are not considered to be material weaknesses? yes none reported

Noncompliance material to financial statements noted? yes no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? yes no
- Significant deficiencies identified that are not considered to be material weaknesses? yes none reported

Type of auditor’s report issued on compliance for major programs: Qualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? yes none reported

Identification of major programs:

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
CFDA 14.850	Low Rent Public Housing Program
CFDA 14.871	Housing Choice Voucher Program
CFDA 14.872	Capital Fund Program

Dollar threshold used to distinguish between Type A and Type B programs: \$855,749

Auditee qualified as low-risk auditee? yes no

**CHATTANOOGA HOUSING AUTHORITY
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2009**

Section II – Financial Statement Findings

Finding 2008-1

Statement of condition

In several instances, we identified control lapses resulting from management's override of key internal controls. Certain key management/accounting personnel authorized payments or adjustments that lacked adequate support or documentation. These same personnel also had the authority to sell investments and execute wire transfers without approval or notification to the Board of Commissioners. Presentations of budgets and financial statements to the Board of Commissioners were deemed to be misleading and masked the Housing Authority's true financial position and operating results.

Criteria

Under the Committee of Sponsoring Organizations of the Treadway Commission report titled, *Internal Control—Integrated Framework* (COSO Report), the components of internal control are (1) control environment, (2) risk assessment, (3) control activities, (4) information and communication, and (5) monitoring. Under the COSO Report, control environment states that "The core of any business is its people—their individual attributes, including integrity, ethical values and competence—and the environment in which they operate. They are the engine that drives the entity and the foundation on which everything rests."

Effect

The lapses of ethical conduct by certain management/accounting personnel resulted in an ineffective control environment at the Housing Authority.

Cause

Lack of ethical conduct by certain management personnel resulted in the override of internal control.

Recommendation

The Housing Authority should provide regular training on the Standards of Conduct. At least annually, the employees should review the Standards of Conduct and sign a confirmation that is maintained by Human Resources.

Response

The Housing Authority will review its Standards of Conduct and require an annual confirmation from all employees.

Current status

During 2009, the Housing Authority conducted mandatory Standards of Conduct and Conflict of Interest meetings with all employees. Each employee signed a confirmation stating they had received and understood the training provided. The Housing Authority has also established a tip hotline on their website in which employees, residents, and concerned citizens can anonymously report potentially fraudulent or suspicious activities. Any tips that are received are forwarded to a designated Board Commissioner.

**CHATTANOOGA HOUSING AUTHORITY
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2009**

Finding 2008-1

Current status (continued)

In addition, the Housing Authority revised their internal control policy and procedures, which were adopted by the Housing Authority's Board and approved by HUD in February 2010.

Based upon the above actions, this finding is cleared.

Finding 2008-2

Statement of condition

The Housing Authority transferred \$1,200,000 of Fannie Mae funds designated for use on the Mayfair on Market project for its operating expenditures.

Criteria

In December 2007, the Housing Authority entered into a loan and security agreement with Fannie Mae to fund a mixed-use development to be called Mayfair on Market (Development). The loan agreement restricted the use of the funds to the Development only.

Effect

The Housing Authority breached the terms of the loan and security agreement.

Cause

The Housing Authority had deficiencies in internal controls over cash management that lead to improper cash transactions.

Recommendation

Management should implement procedures surrounding review of contracts and agreements. Key provisions should be identified and summarized. Periodically, the Housing Authority should determine its level of compliance with these contracts, agreements and requirements.

Response

The Housing Authority is currently negotiating with Fannie Mae regarding how to cure the default.

Current status

The Housing Authority has implemented additional procedures surrounding the review of contracts and has also updated their internal control policies and procedures. In addition, the Housing Authority has been under a Memorandum of Agreement with HUD since January 22, 2010 and has had numerous opportunities to determine its level of compliance with regard to agency contracts, agreements, and requirements.

The Housing Authority is currently working with HUD to determine the appropriate settlement strategy with Fannie Mae and expects the issue to be resolved by December 31, 2010.

Based upon the above actions, this finding is cleared.

**CHATTANOOGA HOUSING AUTHORITY
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED DECEMBER 31, 2009**

Section III – Federal Award Findings and Questioned Costs

There were no federal award findings for the year ended December 31, 2008.

SUPPLEMENTARY INFORMATION

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

FINANCIAL DATA SCHEDULE
SCHEDULE OF NET ASSET ACCOUNTS
DECEMBER 31, 2009

	Low-Rent 14.850	COCC	Housing Choice Voucher Program 14.871	Hope VI 14.866	Shelter Plus	ROSS	SRO
ASSETS:							
CURRENT ASSETS:							
Cash:							
Cash - unrestricted	\$ 570,639	\$ 1,548,477	\$ 0	\$ 0	\$ 0	\$ 0	\$ 31,761
Cash - restricted - modernization	80,889	0	0	0	0	0	0
Cash - other restricted	0	0	2,196,660	0	0	0	0
Cash - security deposits	220,111	0	0	0	0	0	0
Total Cash	871,639	1,548,477	2,196,660	0	0	0	31,761
Accounts and notes receivable:							
Accounts receivable - PHA projects	596,683	0	770,603	0	0	0	0
Accounts receivable - HUD other projects	177,982	0	0	0	0	60	0
Accounts receivable - other government	0	0	0	0	0	0	0
Accounts receivable - miscellaneous	9,778	14,681	0	0	13,923	0	0
Notes receivable - current	0	358,663	0	0	0	0	0
Accounts receivable - tenants - dwelling rents	170,334	0	0	0	0	0	0
Allowance for doubtful accounts - tenants	0	0	0	0	0	0	0
Fraud recovery	23,686	0	0	0	0	0	0
Allowance for doubtful accounts - fraud	0	0	0	0	0	0	0
Allowance for doubtful accounts - other	0	(358,663)	0	0	0	0	0
Accrued interest receivable	0	0	0	0	0	0	0
Total receivable, net of allowances	978,463	14,681	770,603	0	13,923	60	0
Current investments							
Investments - unrestricted	0	0	0	0	0	0	0
Investments - restricted	28,184	0	0	0	0	0	0
Prepaid expenses and other assets	44,302	31,813	4,463	0	0	0	0
Inventories	0	0	0	0	0	0	0
Allowance for obsolete inventories	0	0	0	0	0	0	0
Interprogram due from	790,843	813,365	0	0	99,769	0	0
TOTAL CURRENT ASSETS	2,713,431	2,408,336	2,971,726	0	113,692	60	31,761
NONCURRENT ASSETS:							
Capital Assets:							
Land	9,765,619	0	0	0	0	0	0
Buildings and improvements	126,928,264	914	0	0	0	0	0
Furniture and equipment	1,342,275	270,934	0	0	0	0	0
Accumulated depreciation	(91,838,403)	(231,972)	0	0	0	0	0
Construction in progress	5,279,757	0	0	0	0	0	0
Total capital assets, net of accumulated depreciation	51,477,512	39,876	0	0	0	0	0
Other assets	0	0	0	0	0	0	0
Notes receivable - non-current	23,651,209	0	0	0	0	0	0
TOTAL NONCURRENT ASSETS	75,128,721	39,876	0	0	0	0	0
TOTAL ASSETS	\$ 77,842,152	\$ 2,448,212	\$ 2,971,726	\$ 0	\$ 113,692	\$ 60	\$ 31,761
LIABILITIES AND NET ASSETS:							
LIABILITIES:							
CURRENT LIABILITIES							
Cash overdraft	\$ 0	\$ 0	\$ 127,399	\$ 0	\$ 0	\$ 0	\$ 0
Accounts payable	525,530	67,277	2,698	0	0	0	0
Accounts payable - other government	110,363	0	0	0	0	0	0
Accrued wages/payroll taxes payable	116,352	71,590	32,485	0	0	0	0
Accrued compensated absences - current	240,191	244,846	87,738	0	0	0	0
Accrued interest payable	0	0	0	0	0	0	0
Accounts payable - PHA projects	700,000	667,286	0	0	0	0	0
Accounts payable - HUD	8,761	0	0	0	0	0	31,761
Tenant security deposits	220,324	0	0	0	0	0	0
Unearned revenue	54,054	0	1,449,329	0	0	0	0
Current portion - long-term debt	1,063,773	7,799	0	0	0	0	0
Current portion - operating	0	0	0	0	0	0	0
Other current liabilities	25,862	14,250	0	0	0	0	0
Accrued liabilities - other	165,200	0	25,500	0	0	0	0
Interprogram (due to)	696,308	0	489,497	0	0	60	0
TOTAL CURRENT LIABILITIES	3,926,718	1,073,048	2,214,646	0	0	60	31,761
NONCURRENT LIABILITIES							
Long-term debt	10,282,821	0	0	0	0	0	0
Accrued compensated absences - non-current	26,688	27,206	9,749	0	0	0	0
Other non-current liabilities	0	0	65,438	0	0	0	0
TOTAL NONCURRENT LIABILITIES	10,309,509	27,206	75,187	0	0	0	0
TOTAL LIABILITIES	14,236,227	1,100,254	2,289,833	0	0	60	31,761
NET ASSETS							
Invested in capital assets - net of related debt	40,130,918	32,077	0	0	0	0	0
Restricted net assets	0	0	681,893	0	0	0	0
Unrestricted net assets	23,475,007	1,315,881	0	0	113,692	0	0
TOTAL NET ASSETS	63,605,925	1,347,958	681,893	0	113,692	0	0
TOTAL LIABILITIES AND NET ASSETS	\$ 77,842,152	\$ 2,448,212	\$ 2,971,726	\$ 0	\$ 113,692	\$ 60	\$ 31,761

The accompanying notes are an integral part of the financial statements.

Youthbuild	VASH	DVP	Other Federal I/EDI	ARRA 1	ARRA 2	WandS	Business Activities	State/Local	Elimination	TOTAL
\$ 0	\$ 49,738	\$ 53,419	\$ 0	\$ 100	\$ 0	\$ 0	\$ 331,128	\$ 0	\$ (127,399)	\$ 2,457,863
0	0	0	0	0	0	0	0	0	0	80,889
0	0	0	0	0	0	0	0	0	0	2,196,660
0	0	0	0	0	0	0	9,485	0	0	229,596
0	49,738	53,419	0	100	0	0	340,613	0	(127,399)	4,965,008
0	0	0	0	0	0	0	0	0	(1,367,286)	0
6,671	0	0	314	25,138	2,400	63	0	0	0	212,628
0	0	0	0	0	0	0	0	5,067	0	5,067
0	0	0	0	0	0	0	0	5,000	0	43,382
0	0	0	0	0	0	0	0	0	0	358,663
0	0	0	0	0	0	0	4,584	0	0	174,918
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	23,686
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	(358,663)
0	0	0	0	0	0	0	0	0	0	0
6,671	0	0	314	25,138	2,400	63	4,584	10,067	(1,367,286)	459,681
0	0	0	0	0	0	0	0	58,956	0	58,956
0	0	0	0	0	0	0	0	0	0	28,184
0	0	0	0	0	0	0	0	0	0	80,578
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	17	220,561	0	(1,924,555)	0
6,671	49,738	53,419	314	25,238	2,400	80	565,758	69,023	(3,419,240)	5,592,407
0	0	0	0	0	0	0	0	0	0	9,765,619
0	0	0	0	0	0	0	9,148,664	0	(97,701)	135,980,141
0	0	0	0	0	0	0	391,450	0	0	2,004,659
0	0	0	0	0	0	0	(895,842)	0	408	(92,965,809)
0	0	0	0	0	0	0	0	0	0	5,279,757
0	0	0	0	0	0	0	8,644,272	0	(97,293)	60,064,367
0	0	0	0	0	0	0	84,444	0	0	84,444
0	0	0	0	0	0	0	1,360,000	0	(2,179,713)	22,831,496
0	0	0	0	0	0	0	10,088,716	0	(2,277,006)	82,980,307
\$ 6,671	\$ 49,738	\$ 53,419	\$ 314	\$ 25,238	\$ 2,400	\$ 80	\$ 10,654,474	\$ 69,023	\$ (5,696,246)	\$ 88,572,714
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ (127,399)	\$ 0
3,461	0	0	0	25,138	0	80	26,770	0	0	650,954
0	0	0	0	0	0	0	0	0	0	110,363
0	0	0	0	0	0	0	1,117	0	0	221,544
0	0	0	0	0	0	0	0	0	0	572,775
0	0	0	0	0	0	0	243,460	0	(243,460)	0
0	0	0	0	0	0	0	0	0	(1,367,286)	0
0	0	53,419	0	0	0	0	0	0	0	93,941
0	0	0	0	0	0	0	9,485	0	0	229,809
0	49,738	0	0	100	0	0	2,192	7,938	0	1,563,351
0	0	0	0	0	0	0	96,700	0	0	1,168,272
0	0	0	0	0	0	0	3,862,805	0	0	3,862,805
0	0	0	0	0	0	0	0	0	0	40,112
0	0	0	0	0	0	0	0	0	0	190,700
3,210	0	0	314	0	2,400	0	730,637	2,129	(1,924,555)	0
6,671	49,738	53,419	314	25,238	2,400	80	4,973,166	10,067	(3,662,700)	8,704,626
0	0	0	0	0	0	0	4,723,153	0	(1,936,253)	13,069,721
0	0	0	0	0	0	0	0	0	0	63,643
0	0	0	0	0	0	0	412,236	0	0	477,674
0	0	0	0	0	0	0	5,135,389	0	(1,936,253)	13,611,038
6,671	49,738	53,419	314	25,238	2,400	80	10,108,555	10,067	(5,598,953)	22,315,664
0	0	0	0	0	0	0	3,824,419	0	1,838,960	45,826,374
0	0	0	0	0	0	0	0	0	0	681,893
0	0	0	0	0	0	0	(3,278,500)	58,956	(1,936,253)	19,748,783
0	0	0	0	0	0	0	545,919	58,956	(97,293)	66,257,050
\$ 6,671	\$ 49,738	\$ 53,419	\$ 314	\$ 25,238	\$ 2,400	\$ 80	\$ 10,654,474	\$ 69,023	\$ (5,696,246)	\$ 88,572,714

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee
FINANCIAL DATA SCHEDULE
SCHEDULE OF REVENUES, EXPENSES AND CHANGE IN FUND NET ASSET ACCOUNTS
FOR THE YEAR ENDED DECEMBER 31, 2009

	Low Rent 14.850	Capital Fund Program 14.872	Total Projects	Central Office Cost Center	Housing Choice Voucher Program 14.871	Hope VI 14.866	Shelter Plus 14.238	ROSS 14.870
REVENUE:								
Total tenant revenue	\$ 4,701,395	\$ 0	\$ 4,701,395	\$ 6,750	\$ 0	\$ 0	\$ 0	\$ 0
HUD PHA grants	10,188,850	1,605,824	11,794,674	0	16,370,254	61,490	393,265	300,817
Capital grants	0	669,341	669,341	0	0	0	0	0
Other government grants	0	0	0	0	0	0	0	0
Management fees	0	0	0	2,703,878	0	0	0	0
Bookkeeping fees	0	0	0	442,827	0	0	0	0
Asset management fee	0	0	0	0	0	0	0	0
Other fees	0	0	0	592,352	0	0	0	0
Investment income - unrestricted	133,158	0	133,158	317	0	0	0	0
Fraud recovery	41,626	0	41,626	0	36,006	0	0	0
Other revenue	301,011	0	301,011	104,857	0	0	0	0
Loss on disposition of assets	253,868	0	253,868	0	0	0	0	0
Investment income - restricted	0	0	0	0	560	0	0	0
TOTAL REVENUE	\$ 15,619,908	\$ 2,275,165	\$ 17,895,073	\$ 3,850,981	\$ 16,406,820	\$ 61,490	\$ 393,265	\$ 300,817
EXPENSES:								
Administrative	0	0	0	0	0	0	0	0
Administrative salaries	\$ 1,033,674	\$ 0	\$ 1,033,674	\$ 1,585,383	\$ 692,635	\$ 0	\$ 0	\$ 0
Auditing fees	32,713	0	32,713	41,074	30,445	0	0	0
Management fees	1,625,243	0	1,625,243	0	377,556	0	0	0
Bookkeeping fees	206,854	0	206,854	0	235,973	0	0	0
Advertising and marketing	55	0	55	7,314	74	0	0	0
Employee benefit contributions - administrative	296,689	0	296,689	491,195	156,336	0	0	0
Office expense	773,319	0	773,319	402,785	141,813	0	0	0
Legal expense	15,435	0	15,435	431,109	2,631	0	0	0
Travel expense	10,807	0	10,807	6,694	810	0	0	0
Other operating - administrative	142,293	0	142,293	0	9,475	0	0	4,804
Total Administrative Expense	4,137,082	0	4,137,082	2,965,554	1,647,748	0	0	4,804
Asset Management Fee	0	0	0	0	0	0	0	0
Tenant Services	0	0	0	0	0	0	0	75,488
Tenant services - salaries	0	0	0	0	0	0	0	0
Relocation costs	10,000	0	10,000	0	0	0	0	0
Employee benefit contributions - tenant services	0	0	0	0	0	0	0	16,962
Other - tenant services	281,086	0	281,086	0	0	61,490	0	203,846
Total Tenant Services	291,086	0	291,086	0	0	61,490	0	296,296
Utilities	0	0	0	0	0	0	0	0
Water	324,881	0	324,881	2,810	769	0	0	0
Electricity	2,851,294	0	2,851,294	41,704	11,038	0	0	0
Gas	248,099	0	248,099	4,955	1,213	0	0	0
Sewer	533,160	0	533,160	0	0	0	0	0
Other utilities	132,344	0	132,344	10,548	640	0	0	0
Total Utilities Expense	4,089,778	0	4,089,778	60,017	13,660	0	0	0
Ordinary Maintenance and Operation	0	0	0	0	0	0	0	0
Ordinary maint. and oper. - labor	1,610,867	0	1,610,867	0	0	0	0	0
Ordinary maint. and oper. - materials and others	335,374	0	335,374	16,377	3,549	0	0	0
Contracts - garbage and trash removal contracts	35,968	0	35,968	0	225	0	0	0
Contracts - heating and cooling contracts	37,414	0	37,414	0	0	0	0	0
Contracts - elevator maintenance contracts	64,169	0	64,169	0	0	0	0	0
Contracts - landscaping	242,201	0	242,201	0	800	0	0	0
Contracts - unit turnaround	13,843	0	13,843	0	89	0	0	0
Contracts - electrical contracts	37,921	0	37,921	0	262	0	0	0
Contracts - extermination contracts	115,087	0	115,087	0	56	0	0	0
Contracts - janitorial contracts	827	0	827	0	92	0	0	0
Contracts - routine maintenance contracts	0	0	0	0	0	0	0	0
Contracts - miscellaneous contracts	108,671	0	108,671	18,703	1,666	0	0	0
Employee benefit contributions - maint.	462,473	0	462,473	0	0	0	0	0
Total Ordinary Maintenance and Operation	3,064,815	0	3,064,815	35,080	6,739	0	0	0
Protective services	0	0	0	0	0	0	0	0
Protective services - personnel	283,344	0	283,344	214,340	0	0	0	0
Protective services - other	0	0	0	1,385	55,893	0	0	0
Protective services - employee benefits	71,332	0	71,332	100,866	0	0	0	0
Protective services - contract costs	26,008	0	26,008	0	0	0	0	1,175
Total Ordinary Maintenance and Operation	380,684	0	380,684	316,591	55,893	0	0	1,175
General Expenses	0	0	0	0	0	0	0	0
Property insurance	0	0	0	41,331	0	0	0	0
Liability insurance	0	0	0	17,242	0	0	0	0
Workmen's compensation	86,620	0	86,620	39,688	5,826	0	0	0
All other insurance	293,523	0	293,523	409	4,702	0	0	0
Other general expense	2,297	0	2,297	100	2,634	0	0	0
Payments in lieu of taxes	125,220	0	125,220	0	0	0	0	0
Bad debts - tenant rents	125,486	0	125,486	0	0	0	0	0
Interest expense	584,312	0	584,312	1,225	0	0	0	0
Compensated absences	20,127	0	20,127	(13,259)	11,780	0	0	0
Total General Expenses	1,237,585	0	1,237,585	86,736	24,942	0	0	0
TOTAL OPERATING EXPENSE	13,201,030	0	13,201,030	3,463,978	1,748,982	61,490	0	302,275
EXPENSE	2,418,878	2,275,165	4,694,043	387,003	14,657,838	0	393,265	(1,458)
Other Expenses	0	0	0	0	0	0	0	0
Extraordinary maintenance	395	0	395	0	0	0	0	0
Casualty losses - non-capitalized	16,609	0	16,609	0	0	0	0	0
Housing assistance payments	0	0	0	0	15,994,781	0	358,080	0
Depreciation expense	4,747,723	0	4,747,723	14,040	0	0	0	957
Total Other Expenses	4,764,727	0	4,764,727	14,040	15,994,781	0	358,080	957
TOTAL EXPENSES	\$ 17,965,757	\$ 0	\$ 17,965,757	\$ 3,478,018	\$ 17,743,763	\$ 61,490	\$ 358,080	\$ 303,232
Operating transfers in/(out)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 30,065	\$ 0	\$ 0	\$ 0
EXCESS OF REVENUE OVER EXPENSES	\$ (2,345,849)	\$ 2,275,165	\$ (70,684)	\$ 372,963	\$ (1,306,878)	\$ 0	\$ 35,185	\$ (2,415)
Beginning Net Assets	34,136,441	0	34,136,441	2,253,929	1,918,168	26,041,880	78,507	2,415
Special items OIG/700 Block writedown -	596,683	0	596,683	(596,683)	0	0	0	0
Equity transfers	29,091,880	0	29,091,880	(682,251)	70,603	(26,041,880)	0	0
Ending Net Assets	\$ 61,479,155	\$ 2,275,165	\$ 63,754,320	\$ 1,347,958	\$ 681,893	\$ 0	\$ 113,692	\$ 0

Youthbuild 14.243	SRO 14.249	DVP 14.182	Disaster Housing 97.109	Other Federal I/EDI	ARRA 1	ARRA 2	Weed and Seed	Business Activities	State/Local	Elimination	TOTAL
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 618,609	\$ 0	\$ 0	\$ 5,326,754
263,948	103,240	0	119,404	103,626	328,521	2,400	160,521	68,966	132,341	0	30,203,467
0	0	0	0	0	2,586,966	0	0	0	0	0	3,256,307
0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	(2,703,878)	0
0	0	0	0	0	0	0	0	0	0	(442,827)	0
0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	(592,352)	0
0	0	0	0	0	0	0	0	185	0	0	133,660
0	0	0	0	0	0	0	0	0	0	0	77,632
0	1,801	0	0	0	0	0	0	36,609	64,382	0	508,660
0	0	0	0	0	0	0	0	0	0	0	253,868
0	0	0	0	0	0	0	0	0	0	0	560
<u>\$ 263,948</u>	<u>\$ 105,041</u>	<u>\$ 0</u>	<u>\$ 119,404</u>	<u>\$ 103,626</u>	<u>\$ 2,915,487</u>	<u>\$ 2,400</u>	<u>\$ 160,521</u>	<u>\$ 724,369</u>	<u>\$ 196,723</u>	<u>\$ (3,739,057)</u>	<u>\$ 39,760,908</u>

\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 252,821	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 3,564,513
0	0	0	0	0	0	0	0	12,000	0	0	116,232
0	0	0	0	0	0	0	0	21,519	0	(1,931,959)	92,359
0	0	0	0	0	0	0	0	0	0	(442,827)	0
357	0	0	0	0	0	0	0	0	0	0	7,800
0	0	0	0	0	0	0	0	0	0	0	944,220
0	0	0	0	0	53,569	0	0	105,769	0	(971,765)	505,490
0	0	0	0	0	0	0	0	3,061	0	0	452,236
0	0	0	0	0	0	0	0	4,631	2,627	0	25,569
2,909	0	0	0	0	0	0	0	18,725	5,304	0	41,217
3,266	0	0	0	0	306,390	0	23,356	150,280	0	(3,488,844)	5,749,636
0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	34,671	0	0	58,338	0	0	0	168,497
0	0	0	0	0	22,131	2,400	0	0	0	0	34,531
0	0	0	0	6,974	0	0	0	0	0	0	23,936
260,682	0	0	0	61,981	0	0	78,827	1,756	137,767	0	1,087,435
260,682	0	0	0	103,626	22,131	2,400	137,165	1,756	137,767	0	1,314,399
0	0	0	0	0	0	0	0	32,106	0	0	360,566
0	0	0	0	0	0	0	0	107,706	0	0	3,011,742
0	0	0	0	0	0	0	0	0	0	0	254,267
0	0	0	0	0	0	0	0	0	0	0	533,160
0	0	0	0	0	0	0	0	33,941	0	0	177,473
0	0	0	0	0	0	0	0	173,753	0	0	4,337,208
0	0	0	0	0	0	0	0	0	0	0	1,610,867
0	0	0	0	0	0	0	0	10,345	0	0	365,645
0	0	0	0	0	0	0	0	0	0	0	36,193
0	0	0	0	0	0	0	0	11,661	0	0	49,075
0	0	0	0	0	0	0	0	0	0	0	64,169
0	0	0	0	0	0	0	0	15,172	0	0	258,173
0	0	0	0	0	0	0	0	3,386	0	0	17,318
0	0	0	0	0	0	0	0	2,688	0	0	40,871
0	0	0	0	0	0	0	0	4,895	0	0	120,038
0	0	0	0	0	0	0	0	0	0	0	919
0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	1,354	0	0	130,394
0	0	0	0	0	0	0	0	0	0	0	462,473
0	0	0	0	0	0	0	0	49,501	0	0	3,156,135
0	0	0	0	0	0	0	0	0	0	(79,188)	418,496
0	0	0	0	0	0	0	0	0	0	0	57,278
0	0	0	0	0	0	0	0	0	0	(38,602)	133,596
0	0	0	0	0	0	0	0	0	0	0	27,183
0	0	0	0	0	0	0	0	0	0	(117,790)	636,553
0	0	0	0	0	0	0	0	0	0	0	41,331
0	0	0	0	0	0	0	0	0	0	0	17,242
0	0	0	0	0	0	0	0	990	0	0	133,124
0	0	0	0	0	0	0	0	25,000	0	0	323,634
0	0	0	0	0	0	0	0	0	0	0	5,031
0	0	0	0	0	0	0	0	9,710	0	0	134,930
0	0	0	0	0	0	0	0	6,300	0	0	131,786
0	0	0	0	0	0	0	0	715,319	0	(132,423)	1,168,433
0	0	0	0	0	0	0	0	1,241	0	0	19,889
0	0	0	0	0	0	0	0	758,560	0	(132,423)	1,975,400
263,948	90,518	0	0	103,626	328,521	2,400	160,521	1,133,850	137,767	(3,739,057)	17,169,331
0	105,041	0	119,404	0	2,586,966	0	0	(409,481)	58,956	0	22,591,577
0	0	0	0	0	0	0	0	0	0	0	395
0	0	0	0	0	0	0	0	1,970	0	0	18,579
0	90,518	0	105,755	0	0	0	0	0	0	0	16,549,134
0	0	0	0	3,864	0	0	0	467,591	0	0	5,234,175
0	90,518	0	105,755	3,864	0	0	0	469,561	0	0	21,802,283
<u>\$ 263,948</u>	<u>\$ 90,518</u>	<u>\$ 0</u>	<u>\$ 105,755</u>	<u>\$ 107,490</u>	<u>\$ 328,521</u>	<u>\$ 2,400</u>	<u>\$ 160,521</u>	<u>\$ 1,603,411</u>	<u>\$ 137,767</u>	<u>\$ (3,739,057)</u>	<u>\$ 38,971,614</u>
<u>\$ 0</u>	<u>\$ (14,523)</u>	<u>\$ 0</u>	<u>\$ (15,542)</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
\$ 0	\$ 0	\$ 0	\$ (1,893)	\$ (3,864)	\$ 2,586,966	\$ 0	\$ 0	\$ (879,042)	\$ 58,956	\$ 0	\$ 789,294
0	0	0	1,893	3,864	0	0	0	2,392,431	0	(245,688)	66,583,840
0	0	0	0	0	(2,586,966)	0	0	(1,116,084)	0	0	(1,116,084)
0	0	0	0	0	0	0	0	148,614	0	0	0
<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 545,919</u>	<u>\$ 58,956</u>	<u>\$ (245,688)</u>	<u>\$ 66,257,050</u>

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2009

	Type	Federal CFDA #	Expenditures
FEDERAL GRANTOR			
US. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT:			
Public Housing:			
Low Rent Public Housing Program	A - Major	14.850	\$ 10,257,816
Capital Fund Program	A - Major	14.872	2,275,165
ARRA Formula Grant	A - Major	14.885	2,915,487
ARRA - Competitive Grant	B - Major	14.886	2,400
Revitalization of Severely Distressed Public Housing	B - Nonmajor	14.866	61,490
Resident Opportunity and Supportive Services	B - Nonmajor	14.870	300,817
Youthbuild Program	B - Nonmajor	14.243	263,948
Community Deveopment Block Grant/EDI	B - Nonmajor	14.246	103,626
City of Chattanooga Pass-through			
Home Investment Partnership Program	B - Nonmajor	14.239	132,341
Section 8 Programs			
Housing Choice Voucher Program	A - Major	14.871	16,370,254
Disaster Housing Assistance Grant	B - Nonmajor	97.109	119,404
Disaster Voucher Program	B - Nonmajor	14.182	103,240
Shelter Plus Care	B - Nonmajor	14.238	393,265
US. DEPARTMENT OF JUSTICE			
Weed & Seed Program	B - Nonmajor	16.595	160,521
TOTAL FEDERAL FINANCIAL AWARDS			\$ 33,459,774
Threshold for Type A / B			\$ 1,003,793

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37P004501-06

1. The Modernization Costs of Phase TN37P00450106 are as follows:

Funds Approved	\$ 4,565,651
Funds Expended	<u>4,565,651</u>
Excess / (Deficiency) of Funds Approved	<u><u>\$ -</u></u>
Funds Advanced	\$ 4,565,651
Funds Expended	<u>4,565,651</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. Audit period additions were \$18,557 and accordingly were audited by Novogradac & Company LLP.

3. The costs as shown on the Actual Comprehensive Grant Cost Certificate dated January 10, 2010 submitted to HUD for approval is in agreement with the PHA's records.

4. All Capital Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37P004501-05

1. The Modernization Costs of Phase TN37P00450105 are as follows:

Funds Approved	\$ 4,622,459
Funds Expended	<u>4,622,459</u>
Excess / (Deficiency) of Funds Approved	<u><u>\$ -</u></u>
Funds Advanced	\$ 4,622,459
Funds Expended	<u>4,622,459</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. Audit period requisitions for FY 2008 were \$15,129 and accordingly were audited by Novogradac & Company LLP.

3. The costs as shown on the Actual Comprehensive Grant Cost Certificate dated December 15, 2008 submitted to HUD for approval is in agreement with the PHA's records.

4. All Capital Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

6. This statement is included in the FY2009 report to facilitate grant closeout by HUD.

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37R004501-05

1. The Modernization Costs of Phase TN37R00450105 are as follows:

Funds Approved	\$ 577,234
Funds Expended	<u>577,234</u>
Excess / (Deficiency) of Funds Approved	<u><u>\$ -</u></u>
Funds Advanced	\$ 577,234
Funds Expended	<u>577,234</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. FY2007 Audit period additions were \$577,234 and accordingly were audited by Novogradac & Company LLP.

3. The costs as shown on the Actual Comprehensive Grant Cost Certificate dated August 7, 2008 submitted to HUD for approval is in agreement with the PHA's records.

4. All Capital Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

6. This statement is included in the FY2009 report to facilitate grant closeout by HUD.

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37P004501-04

1. The Modernization Costs of Phase TN37P00450104 are as follows:

Funds Approved	\$ 4,699,914
Funds Expended	<u>4,699,914</u>
Excess / (Deficiency) of Funds Approved	<u><u>\$ -</u></u>
Funds Advanced	\$ 4,699,914
Funds Expended	<u>4,699,914</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. Audit period requisitions for FY 2007 were \$86,240 and accordingly were audited by Novogradac & Company LLP.

3. The costs as shown on the Actual Comprehensive Grant Cost Certificate dated September 10, 2008 submitted to HUD for approval is in agreement with the PHA's records.

4. All Capital Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

6. This statement is included in the FY2009 report to facilitate grant closeout by HUD.

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37R004501-04

1. The Modernization Costs of Phase TN37R00450104 are as follows:

Funds Approved	\$ 1,021,652
Funds Expended	<u>1,021,652</u>
Excess / (Deficiency) of Funds Approved	<u><u>\$ -</u></u>
Funds Advanced	\$ 1,021,652
Funds Expended	<u>1,021,652</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. FY2007 Audit period additions were \$629,317 and accordingly were audited by Novogradac & Company LLP.

3. The costs as shown on the Actual Comprehensive Grant Cost Certificate dated August 7, 2008 submitted to HUD for approval is in agreement with the PHA's records.

4. All Capital Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

6. This statement is included in the FY2009 report to facilitate grant closeout by HUD.

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37R004501-03

1. The Modernization Costs of Phase TN37R00450103 are as follows:

Funds Approved	\$ 224,259
Funds Expended	<u>224,259</u>
Excess / (Deficiency) of Funds Approved	<u><u>\$ -</u></u>
Funds Advanced	\$ 224,259
Funds Expended	<u>224,259</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. FY2006 Audit period additions were \$224,259.

3. The costs as shown on the Actual Comprehensive Grant Cost Certificate dated August 7, 2008 submitted to HUD for approval is in agreement with the PHA's records.

4. All Capital Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

6. This statement is included in the FY2009 report to facilitate grant closeout by HUD.

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL URBAN REVITALIZATION GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37URD004N103

1. The Grant Costs of Phase TN37URD004N103 are as follows:

Funds Approved	\$ 250,000
Funds Expended	<u>250,000</u>
Excess / (Deficiency) of Funds Approved	<u><u>\$ -</u></u>
Funds Advanced	\$ 250,000
Funds Expended	<u>250,000</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. Audit period additions were \$61,490.

3. The costs as shown on the Actual HOPE VI Grant Cost Certificate dated December 14, 2009 submitted to HUD for approval is in agreement with the PHA's records.

4. All URD Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37R004501-02

1. The Modernization Costs of Phase TN37R00450102 are as follows:

Funds Approved	\$ 279,949
Funds Expended	<u>279,949</u>
Excess / (Deficiency) of Funds Approved	<u><u>\$ -</u></u>
Funds Advanced	\$ 279,949
Funds Expended	<u>279,949</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. FY2006 Audit period additions were \$279,949.

3. The costs as shown on the Actual Comprehensive Grant Cost Certificate dated August 7, 2008 submitted to HUD for approval is in agreement with the PHA's records.

4. All Capital Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

6. This statement is included in the FY2009 report to facilitate grant closeout by HUD.

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37R004501-01

1. The Modernization Costs of Phase TN37R00450101 are as follows:

Funds Approved	\$ 294,675
Funds Expended	<u>294,675</u>
Excess / (Deficiency) of Funds Approved	<u><u>\$ -</u></u>
Funds Advanced	\$ 294,675
Funds Expended	<u>294,675</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. All requisitions related to this grant were as follows:

Fiscal Year 2005 - \$ 39,148

Fiscal Year 2006 - \$255,227

3. The costs as shown on the Actual Comprehensive Grant Cost Certificate dated August 7, 2008 submitted to HUD for approval is in agreement with the PHA's records.

4. All Capital Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

6. This statement is included in the FY2009 report to facilitate grant closeout by HUD.

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL CAPITAL FUND GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37R004501-00

1. The Modernization Costs of Phase TN37R00450100 are as follows:

Funds Approved	\$ 35,665
Funds Expended	<u>35,665</u>
Excess / (Deficiency) of Funds Approved	<u><u>\$ -</u></u>
Funds Advanced	\$ 35,665
Funds Expended	<u>35,665</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. All requisitions related to this grant were received on August 24, 2006.

3. The costs as shown on the Actual Comprehensive Grant Cost Certificate dated August 7, 2008 submitted to HUD for approval is in agreement with the PHA's records.

4. All Capital Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

6. This statement is included in the FY2009 report to facilitate grant closeout by HUD.

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY
Chattanooga, Tennessee

STATEMENT AND CERTIFICATION OF ACTUAL URBAN REVITALIZATION GRANT COSTS
DECEMBER 31, 2009

Annual Contributions Contract A-3780

PHASE TN37URD004I100

1. The Grant Costs of Phase TN37URD004I100 are as follows:

Funds Advanced	\$ 35,000,000
Funds Expended	<u>35,000,000</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>
Funds Advanced	\$ 35,000,000
Funds Expended	<u>35,000,000</u>
Excess / (Deficiency) of Funds Advanced	<u><u>\$ -</u></u>

2. FY2007 Audit period requisitions were \$174,564

3. The costs as shown on the Actual HOPE VI Grant Cost Certificate dated January 11, 2008 submitted to HUD for approval is in agreement with the PHA's records.

4. All URD Grant Costs have been paid and all related liabilities have been discharged through payment.

5. The time in which such liens could be filed has expired.

6. This statement is included in the FY2009 report to facilitate grant closeout by HUD.

The accompanying notes are an integral part of the financial statements.

CHATTANOOGA HOUSING AUTHORITY

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

October 2010

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
FOR THE PUBLIC HOUSING PROGRAMS

TABLE OF CONTENTS

		Page
Chapter 1 – Introduction and Policy		
1.1	Introduction and Mission Statement	7
1.2	Statement of Nondiscrimination	8
1.3	Accessibility and Plain Language (See Appendix A)	12
Chapter 2 – Marketing and Outreach		
2.1	Marketing Policy	14
2.2	Marketing Requirements	14
2.3	Marketing and Outreach Strategies	15
2.4	Limited English Proficiency Plan (See Appendix B)	16
Chapter 3 – Applications and Processing		
3.1	Application Forms	18
3.2	Waiting Lists	18
3.3	Processing Applications for Admission	20
3.4	Communications	28
Chapter 4 – Eligibility and Suitability For Admissions		
4.1	General Provisions	29
4.2	Applicant Eligibility	30
4.3	Citizen / Non-Citizen Eligibility	31
4.4	Social Security Eligibility	32
4.5	Execution Of Consent Forms	32
4.6	Applicant Suitability	33
4.7	Considering Of Mitigating Circumstances	37
4.8	Results of Screening For Eligibility And Suitability For Tenancy	37
4.9	Review Of Denial Of Eligibility, Suitability, And Preference Status	38
Chapter 5 – Verification		
5.1	General	39
5.2	Income Eligibility	39
5.3	Eligible Immigration Status	40
5.4	Social Security Numbers	41
5.5	Suitability	41
5.6	Acceptable Methods Of Verification	42

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY
FOR THE PUBLIC HOUSING PROGRAMS**

TABLE OF CONTENTS

Chapter 6 – Income, Exclusions And Deductions From Income	Page
6.1 Computation Of Net Household Income	47
6.2 Annual Income	47
6.3 Exclusions From Annual Income	49
6.4 Deductions From Annual Income	54
6.5 Receipt Of A Letter Or Notice From HUD Concerning Income	54
6.6 Cooperating With Welfare Agencies	55
 Chapter 7 – Determination Of Total Tenant Payment and Tenant Rent	
7.1 Family Choice	56
7.2 Flat Rent	56
7.3 The Income Method	57
7.4 Minimum Rent	57
7.5 Rent For Families Under The Non-citizen Rule	58
7.6 Utility Allowance	59
7.7 Rent Payment Methods	60
 Chapter 8 – Community Service And Continued Occupancy	
8.1 General	61
8.2 Exemptions	61
8.3 Notification Of Requirement	62
8.4 Community Service Volunteer Opportunities	62
8.5 Assuring Resident Compliance	62
8.6 Resident Agreement To Comply With Community Service Requirement	63
8.7 Prohibition Against Replacement Of CHA Employees	63
 Chapter 9 – Recertification	
9.1 General	64
9.2 Annual Reexamination	64
9.3 Interim Reexamination	66
9.4 Additions To The Lease	67
9.5 Residual Tenancy	67
9.6 Misrepresentation	69

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
FOR THE PUBLIC HOUSING PROGRAMS

TABLE OF CONTENTS

Chapter 10 – Resident Transfers		Page
10.1	Policy	70
10.2	Administrative Transfers	70
10.3	Transfers For Good Cause	70
10.4	Requirements For Approval Of Requests To Transfer For Good Cause	71
10.5	Placement On The Waiting List	71
10.6	Unit Offers	72
10.7	Acceptance Of Unit	72
10.8	Cost Of Resident's Transfer	72
10.9	Appeal	73
Chapter 11 – Pet Policy		
11.1	Introduction	74
11.2	Pet Definition	74
11.3	Pet Guidelines	75
11.4	Pet Owners Rights and Responsibilities	77
11.5	CHA Rights and Responsibilities	78
11.6	Pet Deposit	79
11.7	Pet Policy Violation Procedures [24 CFR 5.356]	79
Chapter 12 – Inspections		
12.1	Move-In Inspections	82
12.2	Annual Inspections	82
12.3	Preventative Maintenance Inspections	82
12.4	Special Inspections	82
12.5	Housekeeping Inspections	82
12.6	Notice Of Inspection	82
12.7	Emergency Inspections	83
12.8	Pre-Move Out Inspections	83
12.9	Move-Out Inspections	83

ADMISSIONS AND CONTINUED OCCUPANCY POLICY
FOR THE PUBLIC HOUSING PROGRAMS

TABLE OF CONTENTS

	Page
Chapter 13 – Termination Of Tenancy	
13.1 Termination By Resident	84
13.2 Termination By The CHA	84
13.3 Extended Absences And Abandonment	85
Chapter 14 – Tenant Grievance	
14.1 General	86
14.2 Policy Application	86
14.3 Filing A Grievance	87
14.4 Informal Settlement Conference	87
14.5 Selection of a Hearing Officer	87
14.6 Hearing	88
Chapter 15 – Re-Payment Agreements	
15.1 Policy	90
Chapter 16 - Fraud and Misrepresentation	
16.1 Purpose	91
16.2 Federal Law Prohibitions	91
16.3 Applicant and Resident Certification	91
Chapter 17-Other CHA Housing Programs	
17.1 Housing First Program	93
17.2 Upward Mobility Program (Fairmount and Edward Steiner Apartments)	94

17.3	Southeast Tennessee Housing Resource Agency Program (SETHRA)	94
17.4	Tax Credit Housing Program	95
17.5	Employee Housing Program	95
17.6	HOPE VI Program	95
17.7	Police Officers In Public Housing	95
 Chapter 18-Family Self Sufficiency Program		
18.	FSS Program Policy	96
	Attachment A – Effective Communications Policy	102
	Attachment B – Limited English Proficiency and Language Access Plan	107
	Attachment C- FSS Program Action Plan	117

CHAPTER 1: INTRODUCTION

1.1 Introduction & Mission Statement

The mission of the Chattanooga Housing Authority (CHA) is to provide decent, safe, and sanitary housing, free from discrimination, and to promote economic opportunity for all residents.

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

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

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

1.2 Statement of Nondiscrimination

1.2.1 Compliance with Federal and State Laws

It is the policy of the CHA to comply fully with existing federal and state laws¹ protecting the individual rights of applicants, residents, and/or staff and any laws subsequently enacted.

1.2.2 Civil Rights and Fair Housing

The CHA shall not discriminate because of race, color, sex, religion, age, handicap, disability, ancestry, national origin, ethnicity, familial status or marital status, children or veteran status in the leasing, rental, sale or transfer of units, buildings, and related facilities, including land that it owns or controls. The CHA shall affirmatively further fair housing in the administration of its Public Housing Program(s).

To this end, the CHA shall not:

- a) Deny to any household the opportunity to apply for housing, or deny to any qualified applicant the opportunity to lease housing suitable to his/her needs;
- b) Provide housing which is different from that provided to others except as required or permitted by law and in accordance with this ACOP;
- c) Subject any person to segregation or disparate treatment;
- d) Restrict a person's access to any benefit enjoyed by others in connection with the housing programs;
- e) Treat a person differently in determining eligibility or other requirements for admission;
- f) Deny a person access to the same level of services available to other similarly situated individuals and/or
- g) Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the Programs.

¹ Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR Part 1; Title VIII of the Civil Rights Act of 1968 (as amended by the Fair Housing Amendment Act of 1988); Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107; Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR Part 8; the Age Discrimination Act of 1975 and the implementing regulations at 24 CFR Part 146; and the implementing regulations at 24 CFR Parts 100,108,110, and 121, Title II of the Americans with Disabilities Act and the implementing regulations at 28 CFR Part 35, Tennessee Landlord and Tenant Act. ² 24 CFR 960.103, 24 CFR 5.105(a).

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

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

1.2.3 Right To Privacy

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

The CHA will not release applicant or resident information unless there is a: (i) signed release of information request from the applicant or resident; (ii) lawful court order or through lawful civil or criminal discovery processes; (iii) a request for cooperation or for information from other governmental agencies or regulatory bodies; (iv) as authorized by HUD regulations; and/or (v) as otherwise authorized by law.

1.2.4 Reasonable Accommodations

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

Furthermore, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination

because the CHA's policies and/or procedures, lease or other provisions of law so provide.

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

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

An accommodation or structural modification is not reasonable if it would impose an undue administrative and financial burden on the CHA, or fundamentally alter the nature of the Programs. The burden of demonstrating that a requested accommodation is unreasonable and imposes an undue administrative and financial burden, or fundamentally alters the nature of the Programs is on the CHA. If granting the requested accommodation would create an undue administrative and financial burden, the CHA shall approve the request to the extent that it can do so without undergoing the undue burden or fundamental program alteration as described above.

The following procedures set out the means by which applicants and residents may request accommodations and the guidelines that the CHA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the CHA will ensure that all applicants/residents are aware of the opportunity to request reasonable accommodations.

a) Communication

The CHA will advise in writing the method to follow in order to request an accommodation at the time of orientation and will post the method in the Site Based Management Offices. The Development Departments, Project Manager is the Chattanooga Housing Authority's ADA/504 Coordinator and is responsible for reviewing all requests for accommodations and for responding in writing to the requestors.

b) Questions to ask in granting the accommodation

The appointed staff members will conduct the following analysis:

- Is the requestor a person with disabilities?

For the purpose of the Americans with Disabilities Act (ADA) the definition of a person with disabilities is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. "Major life activities" include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, bathing, learning and working.

If the disability, for which the accommodation is being requested, is apparent or has already been documented, the answer to this question is "yes." If the disability is not apparent or documented, the CHA will obtain verification from a physician that the person is a person with a disability within the meaning of the ADA.

- Is the requested accommodation related to the disability?

If it is apparent that the request is related to the apparent or documented disability, the answer to this question is "yes." If it is not apparent, the requestor must provide documentation that the requested accommodation is needed due to the disability. The CHA will not inquire as to the nature of the disability. However, the CHA may inquire about the disability only to the extent that it is needed to make a determination regarding the applicant's eligibility for a program, a preference, or a reasonable accommodation.

- Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

First, would the accommodation constitute a fundamental alteration?

The CHA's business is housing. If the request would alter the fundamental business that the CHA conducts, it would not be considered reasonable. For instance, the CHA would deny a request to have the CHA do grocery shopping for a person with disabilities.

Second, would the requested accommodation create an undue financial hardship or administrative burden?

Frequently, the requested accommodation costs little or nothing. If the cost would be an undue burden, the CHA may request a meeting with the individual to investigate and consider equally effective alternatives.

If more than one accommodation is equally effective in providing access to the CHA's housing programs and services, the CHA retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the CHA if there is no one else willing to pay for the modifications. If another party pays for the modifications, the CHA will seek to have the same entity pay for any restoration costs.

The CHA will consider a resident's request to make physical modifications to a unit at his/her own expense. In making its decision, the CHA will consider whether the proposed modifications comply with local code and/or affect the structural integrity of the building.

Any request for an accommodation that will enable a resident to materially violate essential lease terms will not be approved, (i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.).

The CHA shall promptly provide the applicant for a reasonable accommodation with written notice of the decision. The notice shall contain the reason for the decision and inform the applicant that he/she may appeal the decision in accordance with this Policy.

1.3 Accessibility and Plain Language

1.3.1 Accessible Facilities and Programs

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

1.3.2 Plain Language Paperwork

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

1.3.3 English Language Ability

Some applicants and residents will not be able to read (or to read English), so staff must be prepared to read and explain documents orally. Applicants who read or understand little English may need to be provided with an interpreter who can explain what is occurring. CHA will not pay the costs associated with having a foreign language interpreter but will make available information on free translation services. The CHA will make an effort to have its written materials translated into those languages frequently spoken by applicants and residents.

The CHA is committed to providing meaningful access to the CHA's programs and activities by persons with Limited English Proficiency (LEP). No LEP applicant or resident will be denied access to CHA's Programs and activities because the individual does not speak English, or communicates in English on a limited basis.

When given at least 24 hours notice of a need for an interpreter, the CHA will endeavor to have bilingual staff available or access to people who can translate and interpret languages other than English at no cost.

Any notice to an applicant or resident, who is known not to speak English, shall bear a notice in commonly spoken foreign languages of the importance that the notice be translated.

1.3.4 Other Services To Promote Accessibility To Programs

When provided with adequate notice, the CHA will endeavor to have sign language interpreters available for the hearing impaired. **(See Attachment A – Effective Communications Policy).**

CHAPTER 2: MARKETING AND OUTREACH

2.1 Marketing Policy

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

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

The CHA shall undertake a marketing effort in its programs whenever its waiting list for units is fewer than the number of applicants anticipated to be placed in the next twelve (12) months. Additionally, the CHA shall undertake appropriate affirmative fair marketing efforts whenever the number of its minority resident households and minority households on the waiting list for either family housing or elderly/handicapped housing is fewer than the number of households meeting its affirmative action goal for the respective Program.

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

2.1 Marketing Purpose

Marketing has two primary purposes:

- a) to make all potential applicants aware of the housing opportunities and related services that CHA offers its residents; and
- b) to attract specific groups of applicants, such as:
 - those with low- and very low-income levels, or
 - disabled persons who require units with accessible features.

2.2 Marketing Requirements

The following requirements apply to CHA marketing efforts:

2.2.1 Fair Housing

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

2.2.2 Plain Language

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

2.2.3 Eligibility

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

2.3 Marketing and Outreach Strategies

2.3.1 When CHA Will Market Apartments

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

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

2.3.2 Affirmative Marketing

The CHA shall undertake appropriate affirmative fair marketing efforts whenever the CHA identifies a need to augment the number of applicants on any of its site-based waiting lists.

2.3.3 Print Media

The CHA will establish a list of publications to use when it is necessary to print marketing material. As necessary, the CHA will utilize any or all of these publications to facilitate outreach.

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

2.3.4 Required Postings

In the lobby of the CHA's Central Office and in each of its site management offices, the CHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, a statement that the following information is available for review at the CHA's Central Office located at 801 North Holtzclaw Avenue, Chattanooga, TN, and at each site management office. In those developments where there is no site management office, the statement will be posted in the site management's community area.

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

2.4 Limited English Proficiency Plan

The CHA is committed to providing meaningful access to the CHA's Programs and activities by persons with Limited English Proficiency (LEP). No LEP applicant or

resident will be denied access to CHA's Programs and activities because the individual does not speak English, or communicates in English on a limited basis.

When given at least 24 hours notice of a need for an interpreter, the CHA will endeavor to have bilingual staff available or access to people who can translate and interpret languages other than English at no cost. **(See CHA's Limited English Proficiency and Language Access Plan – Attachment B).**

CHAPTER 3: APPLICATIONS AND PROCESSING

3.1 Application Forms

Applications are available during the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday at each site management office and on the CHA's website at www.chahousing.org.

Applications will be mailed to individuals upon request. The CHA shall provide reasonable assistance to applicants in completing the application form.

3.2 Waiting Lists

The following provisions set forth the procedures for managing the CHA's waiting list(s), placement of applicants on the waiting list(s), and the assignment of vacant units to persons on the waiting list(s) in a uniformly nondiscriminatory basis without respect to race, color, sex, religion, age, handicap, disability, national origin, ancestry, ethnicity, familial status, marital status, children or veteran status:

3.2.1 Management

The CHA maintains a waiting list for each of its sites by bedroom size, with the exception of its scattered sites. The CHA maintains one waiting list for its four scattered sites by bedroom size, and a separate waiting list for the Greenwood Terrace tax credit site. The CHA also maintains a separate waiting list for the Housing First Program for Emma Wheeler Homes, and may from time to time establish additional waiting lists for other special housing Programs. The CHA shall date and time stamp each application as received.

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

The waiting lists are generally open for an indefinite period; however, in the event of closure and reopening, the CHA shall follow the procedures delineated in this section.

a) Opening the Waiting List(s)

The CHA's Executive Director or his/her designee has the discretion of determining when to open a waiting list. The CHA will provide public notice at the time of opening a waiting list to ensure that families are aware that they may apply for public housing. The CHA will publish the notice in The Chattanooga Times Free Press, in available minority media

of general circulation, and to local organizations that service low and moderate income families. The CHA will also provide written notice in the lobbies of the Central Office, Housing Choice Voucher Program Office and all site management offices.

The notice shall state clearly the method of selection (date and time or lottery), where and when to apply, and will set forth any limitations on who may apply.

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

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

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

b) Closing the Waiting List(s)

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

If the CHA's Executive Director or his/her designee determines that the existing waiting list contains an adequate pool of applicants based on available housing opportunities and projected turnover, the CHA may stop accepting new applications or may accept only applications meeting identifying criteria.

Additionally, if the CHA opens the waiting list for a particular property, the CHA must ensure that all of the applicants on the waiting list prior to closing who have met the eligibility requirements for the Program have had an opportunity to be housed. This would include any applicant in any preference category, including Standard Applicants.

3.2.2 Updating and Reclassification of the Waiting List(s)

The CHA will update and reclassify all applications on file on its waiting lists on a bi-annual basis to ensure that the pool of applicants on the

waiting lists reasonably represents families who are still interested in applying for housing.

The CHA will contact applicants on the waiting list to confirm that they are still interested in participating in the program for which application was made. The CHA will also request that the applicant family update information regarding address, family composition, income category and claimed preferences to ensure that the applicant is still preliminarily eligible and that the preference status remains the same. The CHA will request that applicants respond within a timeframe set forth in the letter and shall indicate that failure to respond may result in the removal of the family from the waiting list. In the event that the applicant does not respond within the timeframe and/or attend a scheduled appointment at the CHA, the family shall be removed from the waiting list.

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

An applicant may at any time withdraw his/her application.

3.3 Processing Applications for Admission

3.3.1 Processing

It is the CHA's policy to accept and process applications in accordance with applicable CHA policies and federal regulations, and handbooks.

Applications will not be accepted unless they are complete, legible and signed by the Head of Household and Co-Head of Household (if applicable).

3.3.2 Applicant Placement On Waiting List

All applications shall be assigned and shall be date and time stamped when they are completed and received at the CHA site management office. Applicants may apply and be placed on up to three site based waiting lists.

The CHA places applicants on the waiting lists based upon the date and time of application and eligibility for a weighted selection preference as set forth below:

a) Category 1: Witness Protection

This selection preference is available when a local, state, and/or federal law enforcement organization requests that the CHA house a witness or other person involved in an investigation or pending criminal action, the CHA may place the applicant above all others on the waiting list based upon the date time the application was provided by the law enforcement organization. Additionally, the law enforcement organization must provide compelling written justification for the request. The request shall be reviewed and approved by the Executive Director and the applicant will be subject to standard screening procedures.

b) Category 2: Natural Disaster (PH Resident)

This selection preference is for a family, who was a public housing resident in Chattanooga or another jurisdiction, affected by a federal and/or state natural disaster.

c) Category 3: Natural Disaster (Non PH Resident)

This selection preference is for a family affected by a federal and/or state declared natural disaster.

d) Category 4: Displaced

Individuals or families displaced by government action [i.e. required to move by any level of government: federal, state or local], refugees as defined by federal law, and individuals displaced due to the inaccessibility of a unit including fire/flood or other casualty to the unit; and/or HUD disposition of a HUD multi-family project, or individuals displaced by domestic violence.

e) Category 5: Working Full-Time

The head-of-household, spouse or sole member of the family must work for wages, commissions, or other consideration of value and demonstrate full-time employment (32 hours or more per week) at the time of application and at the time of unit offer. It must be apparent that the full time employment is of a continuous, as opposed to a temporary nature and the applicant must anticipate such continuous employment after the date of placement. Seasonal full-time employment such as that of school support personnel shall be eligible for this preference if the break in continuous employment is a result of the academic school calendar.

Note: A head-of-household, spouse or sole member aged 62 or older, or a person with disabilities is eligible for this preference.

f) Category 6: Working Part-Time

The head-of-household, spouse or sole member of the family must work for wages, commissions, or other consideration of value and demonstrate part-time employment (20 hours to 31 hours per week) at the time of

application and at the time of unit offer. It must be apparent that the part-time employment is of a continuous, as opposed to a temporary, nature and the applicant must anticipate such continuous employment after the date of placement. Seasonal part-time employment, such as that of school support personnel, shall be eligible for this preference if the break in continuous employment is a result of the academic school calendar.

g) Category 7: Chattanooga Housing Authority Job Training/Other Certified Development Programs

The head-of-household, spouse or sole member of the family is participating in an education or employment program funded by HUD, Workforce Investment Board, or any other federal, state or local organization, whose primary purpose is to prepare low and very low income individuals for economic independence or family self-sufficiency. Such participation must be for a minimum of twenty hours per week and must be verified in writing by the provider of the programming.

Additionally, the CHA may, from time to time, certify other programming that may qualify for this preference.

h) Category 8: Chronically Homeless

The HUD definition of a chronically homeless person is an unaccompanied homeless individual with a disabling condition who has either:

- (i) been continuously homeless for a year or more, or
- (ii) has had at least four episodes of homelessness in the past three years.

A disabling condition is defined as a diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability.

For chronic homelessness, the definition of a homeless person is an unaccompanied individual sleeping in a place not meant for human habitation or in an emergency homeless shelter.

i.) Category 9 Homeless

An individual who lacks a fixed, regular, nighttime residence; and/or an individual who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); an institution that provides a temporary residence for individuals intended to be institutionalized or a public or private place not designed for, or ordinarily used for a regular sleeping accommodation for human beings.

Standard Applicant

An applicant who is not eligible for any other preference in this ACOP, however, meets the preliminary eligibility requirements for admissions.

Therefore, placement on the waiting list will be in the following order:

- Applicants with selection preference in category 1 (by date/time of application)
- Application with selection preference in category 2 (by date/time of application)
- Application with selection preference in category 3 (by date/time of application)
- Applications with selection preference in category 4 (by date/time of application)
- Applicants with selection preference in category 5 (by date/time of application)
- Application with selection preference in category 6 (by date/time of application)
- Application with selection preference in category 7 (by date/time of application)
- Applications with selection preference in category 8 (by date/time of application)
- Applications with selection preference in category 9 (by date/time of application)
- Standard Applicants

3.3.3 Selection From The Waiting List(s)

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

a) Designated Developments

The CHA has designated Boynton Terrace, Gateway Towers and Mary Walker Towers as elder-only in accordance with HUD regulations. The CHA will offer available units first to elder families (62 years of age or older). If there are no elder families on the site based waiting list, the CHA will next offer available units to near elder families (50 through 61 years of age).

All of these provisions are subject to the approval of the Designated Housing Plan submitted July 2009.

b) Handicapped-Accessible Units [24 CFR 960.407(b)]

A handicapped accessible unit will first be offered to families who will benefit from the accessible features. If there are no applicants on the waiting list who require accessible features, the CHA will offer the accessible unit to an applicant who does not require accessible features, provided that he/she agrees in writing to transfer to a different unit at the family's expense, if a family requiring an accessible unit needs the unit. The CHA will provide a 30-day notice to any family required to transfer.

c) De-concentration and Income Mixing Provisions

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

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

In conjunction with the submission of the annual plan, the CHA will analyze the income levels of families residing in each development and the income levels of the families on the site based waiting list. Based on this analysis, the CHA will determine necessary marketing strategies to comply with de-concentration requirements.

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

d) Income Targeting to Extremely Low Income Families

At least 40% of the families admitted to the CHA's Program during the fiscal year shall be extremely low-income families. This is called the "basic targeting requirement". Admission of extremely low income

families to the CHA's Housing Choice Voucher Program during the same fiscal year may be credited against the basic targeting requirement.

3.3.4 Unit Size

The guidelines set forth below generally establish the unit size based on the size and composition of the family:

Number of Family Members		
Number of Bedrooms	Minimum	Maximum
0 (Studio)	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

In addition to the above guidelines, the CHA shall determine an applicant household's appropriate unit size based upon the following criteria:

- a) Single person families shall be allocated not more than one bedroom;
- b) No more than two persons are required to occupy a bedroom;
- c) A family that consists of a pregnant woman (with no other person) must be treated as a two person family;
- d) Adult household members of the opposite sex, excepting husband and wife (or those in a similar living arrangement), do not have to share a bedroom; however, other household members of the opposite sex may elect to share a bedroom;
- e) Persons of the same sex shall share a bedroom, provided that a household member, age 21 or over, may elect not to share a bedroom with his or her child, grandchild, or legal ward;
- f) A household member does not have to share a bedroom if a consequence of sharing is or would be a severe adverse impact on his or her mental or physical health and if the CHA receives reliable medical documentation as to the impact of sharing;

- g) Only bedrooms may be used for sleeping purposes by household members;
- h) The living room, kitchen, bathroom, and hallways shall not be used for sleeping purposes by any household member;
- i) A household member shall be considered to be living regularly with a family if temporarily absent for reasons such as hospitalization, duty assignment, employment, or school attendance in another location. Upon receipt of notice from the Department of Social Services that one or more children will be reunified with a household member, such child or children, if eligible and qualified, shall be considered household members for purposes of securing a unit of appropriate unit size for the reunified family;
- j) Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military or a child who is away at school but who lives with the family during school recesses; or in situations involving custody of a child for less than 50% of time;
- k) A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size;
- l) A foster child will be considered in determining unit size only if he/she will be in the unit for more than twelve (12) months;
- m) Children of the opposite sex under the age of five must share a bedroom (e.g. a five year old girl must share a bedroom with a three year old); persons within the same generation of the same sex shall share a bedroom;
- n) Persons of different generations, persons of the opposite sex (other than adults who have a spousal relationship) and unrelated adults should be allocated a separate bedroom;
- o) A full-time, live-in personal care attendant, whether or not a household member for purposes of rent determination, if determined by the CHA to be qualified, shall be deemed a household member for purposes of determining the appropriate unit size in public housing; and
- p) In the event that a household member, who has signed the lease, applies for the addition of a person as an additional household member, the CHA shall determine whether the person is qualified and whether the augmented family is eligible. If so, the CHA shall approve

addition of the household member to the family if the unit is of appropriate unit size or, if the unit is too small, upon transfer of the family to a unit of appropriate unit size.

3.3.5 Exceptions to Guidelines

The CHA may grant an exception to subsidy standards in determining the appropriate unit size for a particular family, if the CHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances.

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

3.3.6 Unit Offer

When an applicant approaches the top of the waiting list, the CHA shall make a final determination of the applicant's eligibility and suitability. After a verified determination of eligibility and suitability is made, and the applicant's name is at the top of the waiting list(s), or is otherwise the next candidate for a unit offer, the CHA shall make one (1) unit offer of a suitable unit to the applicant household.

The unit offer shall be for the unit(s) that has been vacant for the longest period of time or is the unit that will next be available. In some instances, the CHA may make a unit offer for a unit that is expected to become available and for some reason the unit does not become available. Under those unusual circumstances, there will be a second unit offer to the applicant.

A "suitable" unit is one that is appropriate in size and type for the applicant.

If the applicant provides reliable documentation establishing that the unit offered is inappropriate and would cause severe and unreasonable hardship, the CHA may offer different units to the family.

An applicant must accept a unit offer within 24 hours of the written offer. For good cause the CHA may extend the time for a response to an additional 24 hour period. An applicant who fails to accept a unit offer within 24 hours will be removed from the waiting list.

3.4 Communications

3.4.1 CHA to Applicants

All communications with applicants will be by first class mail, except when an applicant, who is a disabled person, requests some other form of communication (for example, a telephone call, communication with a designated third party, etc.). Failure to respond to CHA communications may result in withdrawal of an applicant from all waiting lists.

3.4.2 Applicants to CHA

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

CHAPTER 4: ELIGIBILITY AND SUITABILITY FOR ADMISSION

4.1 General Provisions

4.1.1 Overview

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

4.1.2 Duty to Cooperate

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

4.1.3 Fraud or Misrepresentation

Any applicant who has committed fraud or any person who knowingly or intentionally aids or abets any other person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for, any public housing, Section 8, or other subsidized program by the use of fraud, misrepresentation or other fraudulent scheme or device is not eligible for public housing admission for a period of one (1) year from the date of the final denial.

4.1.4 Applicant Interviews

The CHA shall conduct interviews with applicants for the Programs in accordance with the following guidelines.

a) Private Interview

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

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

b) Consistency of Information

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

c) Additional Documentation

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

4.2 Applicant Eligibility

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

4.2.1 Family Eligibility

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

4.2.2 Income Eligibility

To be eligible for admission, an applicant must be a low-income Family at the time of admission (i.e. family income does not exceed 80% of HUD established median income for Chattanooga). Annual income, not adjusted income, is used to determine whether an applicant is eligible. Generally, the applicant is eligible for admission into any unit in the CHA's developments subject to CHA initiatives regarding de-concentration strategies.

The income eligibility criteria apply only at admission and are not applicable for a tenant family's continued occupancy. Income eligibility restrictions do not apply to families transferring within the CHA's Program. However, a family may not be admitted to the CHA's Program from the Section 8 Program or from a public housing program operated by another housing authority without meeting the income requirements.

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

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

4.3.1 Permanent Resident

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

4.3.2 Attorney General Designation

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

a) Asylum/Refugee

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

b) Emergent/Public Interest

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

c) Deportation Withholding

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

d) Amnesty

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

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

4.4 Social Security Eligibility

To be eligible, all family members must provide a Social Security number. Generally, no family member may be added to the lease prior to the verification of his or her Social Security number.

4.5 Execution of Consent Forms [24 CFR 5.230]

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

4.5.1 SWICA Authorization

A provision authorizing the CHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or material necessary to complete or verify the application for participation or for eligibility for continued occupancy. For residents, a provision authorizing the CHA to obtain information or material through the Upfront Income Verification (“UIV”) program to determine continued eligibility:

4.5.2 Employer Authorization

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

4.5.3 IRS and SSA Authorization

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

4.5.4 Credit Report / Previous Landlord Authorization

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

4.5.5 Substance Abuse Treatment Records Authorization

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

4.5.6 Criminal History Authorization

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

4.5.7 Expiration Statement

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

4.6 Applicant Suitability [24 CFR 960.203]

4.6.1 General

The CHA will evaluate each applicant to determine whether the applicant would be reasonably suitable as a resident of a CHA community. The CHA will deny admission to any applicant whose habit(s), action(s) and/or practice(s) reasonably may be expected to have a detrimental effect on other residents, site based management or maintenance staff, CHA's agents, contractors or employees, or other members of the public in and around the community. These suitability provisions shall also apply to any person who may be eligible to become head of household by reason of a family separation, or who may become a family member due to:

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

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

4.6.2 One Strike Policy & Criminal Background

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

- a) Who was evicted from Public Housing, Indian Housing, Section 23, or any Section 8 Program because of drug-related criminal activity for a

three-year period beginning on the date of such eviction. (Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.) The CHA shall use information contained in its own files, or information obtained from other housing agencies to make a determination that the person is ineligible. Note: This requirement may be waived if the person demonstrates successful completion of a re-habilitation program approved by the CHA, or the circumstances leading to the eviction no longer exist. For example, the individual involved in drugs no longer is in the household because the person is incarcerated;

- b) Who the CHA has reasonable cause to believe illegally uses a controlled substance in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- c) Who is a fugitive felon or parole violator: (1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or (2) violating a condition of probation or parole imposed under federal or state law;
- d) Who has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that affect the health, safety, or right to peaceful enjoyment of the premises by other residents;
- e) Who has a drug possession charge listed within 5 years of the application date;
- f) Who has an aggravated assault charge listed within 5 years and of the application date;
- g) Who has simple assaults within 5 years of application date;
- h) Who has any drug paraphernalia charge listed within 5 years of application date;
- i) Who has any charge related to the manufacture, sale or delivery of any controlled/scheduled substance within ten years of application date (**Note:** Manufacture of methamphetamine is a lifetime ban.);
- j) Who has any history of homicide or attempted homicide in any degree (**Note:** lifetime ban);

- k) Who has a history of sex offenses to include but not limited to rape, sexual battery, unlawful sexual contact, and indecent exposure (**Note:** Listing on the Sex Offender Registry is a lifetime ban.);
- l) Who has any charge relating to a violent felony within 5 years, to include but not be limited to arson, robbery, and mayhem;
- m) Who has any charge relating to a public order crime within 5 years of application date, including but not limited to public intoxication, disorderly conduct, vandalism, and prostitution;
- n) Who has committed any other Criminal Act determined to be detrimental to the safety and well being of the CHA public housing community;
- o) Who has engaged in acts of domestic violence within 5 years of the application date, including but not limited to dating violence, assault, sexual assault, and stalking; however, the CHA shall follow the terms of the Violence Against Women Act of 2005 in determining eligibility);
- p) Who has been banned from CHA properties by being placed on the CHA No-Trespass List.

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

4.6.3 Alcohol Abuse

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

The CHA may waive policies prohibiting admissions if the person demonstrates to the CHA's satisfaction that the person no longer is engaging in abuse of alcohol and has successfully completed a supervised alcohol rehabilitation

program; has otherwise been rehabilitated successfully; and/or is currently participating in a supervised alcohol rehabilitation program.

4.6.4 Pattern of threatened abusive or violent behavior toward CHA/Site Based Management staff members, CHA agents and residents and/or others;

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

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

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

4.6.8 Eviction from Public Housing

Any applicant who has been evicted from any public housing community for any reason cannot be placed on any site based waiting list for a period of twelve (12) months from the date of the eviction. Furthermore if the eviction is due to drug-related criminal activity or other serious criminal activity the applicant cannot be placed on any site based waiting list for a minimum of five (5) years after the date of the eviction. Any applicant who owes a verified or admitted move-out balance to CHA (regardless of time) or any other HUD subsidized program will not be considered for readmission until the account is paid in full.

4.6.9 Credit History

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

4.6.10 Landlord Contact

Contact with the current landlord and, if applicable, at least one prior landlord to gather information about past performance in meeting rental obligations.

4.6.11 Utility Supplier

Contact with one prior utility supplier to gather information on the applicant's payment history.

4.6.12 Other Contacts

Contact with such other person(s) or entity/entities as CHA may deem necessary to demonstrate applicant's previous and current ability and/or willingness to pay the rent and other applicable charges in a timely fashion.

4.6.13 Debt to Federal Subsidized Housing Programs

An applicant may be denied admission to the CHA's Programs if the applicant has not paid back any debt owed to CHA from a previous tenancy and/or other

federal subsidized housing program(s). This would include the violation of any terms and agreements of the Housing Choice Voucher Program.

4.6.14 Other Behavior

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

The purpose of these screening criteria is to prohibit admission to the CHA's housing of any person that it determines to be likely to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents and/or to be unable to comply with essential lease terms. In considering the elements leading to the determination, the CHA shall not consider whether the applicant happens to have a disability; rather, the focus shall be on whether the person's recent behavior indicates that he/she or she likely would continue to engage in behavior that would be in non-compliance with the dwelling lease.

4.7 Consideration of Mitigating Circumstances

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

4.8 Results of Screening For Eligibility And Suitability for Tenancy

When the CHA has made a determination that an applicant is eligible and suitable, thereby satisfying all requirements for admission, the CHA shall notify the applicant of the approximate time when a unit will be offered to the family. The CHA reserves the right to verify an applicant's eligibility and/or suitability at any time prior to the placement of a family in a CHA community.

When the CHA has made a determination that an applicant is ineligible and/or unsuitable for the public housing program, the CHA shall provide prompt written notice of a decision denying assistance to an applicant. This notice shall contain a brief statement of the reasons for the CHA's decision. The notice will also state that the applicant may request an informal hearing in writing within ten (10) days of the date of the notice. The CHA shall provide the applicant with the opportunity within a reasonable time period, to request an informal hearing on the determination. If the applicant fails to

request a hearing within the prescribed time period, the CHA will remove the applicant's name from the site based waiting list(s).

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

Upon request, the CHA will provide an informal hearing to applicants who are determined to be ineligible and/or unsuitable in accordance with 24 CFR 960.208.

Requests for informal hearings must be delivered in person or by regular first class mail to the CHA. Failure to request an informal hearing will result in removal from the site based waiting list(s).

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

With regard to informal hearings:

- a) the participant must be given the opportunity before the CHA's hearing to examine any CHA documents that are directly relevant to the hearing and be allowed to photocopy any such documents at the applicant's expense;
- b) the CHA must be given the opportunity to examine before the hearing any applicant's documents that are directly relevant to the hearing and be allowed to copy any such documents at CHA expense.
- c) the applicant may be represented by a lawyer at his/her own expense or other representative;
- d) the hearing officer must not have made or approved the decision under review or be a subordinate of that person.

CHAPTER 5: VERIFICATION

5.1 General [24 CFR 960.259]

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

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

Information regarding eligibility or suitability may be obtained by the CHA from interviews with the applicant and with others, from telephone conversations, letters, or other documents, and from other oral or written materials. All such information received shall be recorded in the applicant's file including the date of its receipt, the identity of the source, and the person receiving the information.

The verification methods described in this chapter shall apply to the application verification process as well as to the annual reexamination process.

5.2 Income Eligibility

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

The CHA shall require UIV/written third-party verification (verification by a reliable person or entity, other than the resident or household member, with knowledge of the facts) of all items of income, exclusions, or deductions. Verification of income, exclusions or deductions, if not complete by the rent re-determination date, may continue until completion.

The applicant/resident shall assist the CHA in securing reasonable verification and shall promptly provide all written authorizations for such verification upon request by the CHA.

5.3 Eligible Immigration Status [24 CFR 5.508]

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

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

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

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

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

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

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

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

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

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of the individual's status will be

obtained at the next regular reexamination. Prior to a new member joining the Family, his/her citizenship/eligible non-citizen status will be verified.

5.4 Social Security Numbers [24 CFR 5.216]

Prior to admission, each family member must have a Social Security number and provide verification of his/her Social Security number. A new family member must provide this verification prior to being added to the lease.

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

The CHA will require an individual who states that he/she does not have a Social Security number to sign a statement to this effect.

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

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

5.5 Suitability

5.5.1 Landlord References

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

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

efforts to secure the reference and that he or she has complied with reasonable requests for cooperation in securing other information.

5.5.2 Criminal Background Check

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

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

The Chief of Police shall request Criminal Background Information via secure internet connections.

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

5.5.3 Other Information

The CHA shall conduct a credit check on the head of household.

The CHA may rely on other information in making a determination of an applicant's suitability.

5.6 ACCEPTABLE METHODS OF VERIFICATION

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (or, for citizenship, documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party and online verification methods. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the Family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the CHA or automatically by another government agency, i.e., the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party

documentation will include the same information as if the documentation had been written, i.e., name, date of contact, amount received, etc.

When third party verification cannot be obtained, the CHA may accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted only if the CHA has been unable to obtain third party verification in a 21 day period of time. The CHA will maintain photocopies of the documents in the file.

When neither third party verification nor hand-carried verification can be obtained, the CHA will accept a notarized statement signed by the head, spouse or co-head. Such notarized documents will be maintained in the file. In those instances when third party verifications is not available, the CHA shall document the reason for failure to secure third party verification.

5.6.1 Types of Verifications

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the CHA will send a request form to the source along with a release form signed by the applicant/tenant via first class mail:

Verification Requirements for Individual Items

Item To Be Verified	UIV/3 rd Party Verification	Hand-carried Verification
General Eligibility Items		
Social Security Number	Letter from Social Security Electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from physician SSI, etc.	Proof of SSI or Social Security Disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from physician	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payments, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		Checking (3) statements Savings (1) statement
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc.	Letter from institution	Tax return information Brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, Assessment, etc.	Property tax statement (for current value), assessment, records or income and

		expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life Insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth

Verification Requirements for Individual Items

Item To Be Verified	3 rd Party Verification	Hand-carried Verification
Income		
Earned income	Letter from employer	A minimum of 6 consecutive recent pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, Letter from Human Services	Record of deposits, divorce Decree
Periodic payments (i.e., social security, welfare, pension, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider	N/A
Participation	Indicating <ul style="list-style-type: none"> - Whether enrolled or complete - Whether training is HUD-funded - Whether federal, state, local govt., or local program - Whether it is employment training - Whether it has clearly defined goals 	Evidence of job start

	<p>and objectives</p> <ul style="list-style-type: none"> - Whether program has supportive Services - Whether payments are for out-of-Pocket expenses incurred in order to participate in a program - Date of first job after program completion 	
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5.6.2 Timing of Verification

Verification information must be dated within 120 days of certification or reexamination. If the verification is older than this, the CHA will contact the source and request information regarding any changes.

When an interim reexamination is conducted, the CHA will verify and update any information related to the basis for the interim reexamination.

CHAPTER 6: INCOME, EXCLUSIONS AND DEDUCTIONS FROM INCOME

6.1 Computation of Net Household Income

In order to determine net household income, the CHA shall first determine gross household income. Gross household income includes the income of all family members, excluding the types and sources of income that are specifically excluded. The deductions set out below are deducted from gross household income so computed, and the result is net household income. The Total Resident Payment is determined from the net household income.

6.2 Annual Income [24 CFR 5.609]

6.2.1 General

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

- a) Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- b) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- c) Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the CHA believes that past income is the best available indicator of expected future income, the CHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

6.2.2 Annual Income Determination

Annual income includes, but is not limited to:

- a) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services [24 CFR 5.609(b)(1)];
- b) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line

depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family [24 CFR 5.609(b)(2)];

- c) The interest, dividends and other net income of any kind from real or personal property and/or expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD [24 CFR 5.609(b)(4)];
- d) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (however, deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded [24 CFR 5.609(b)(4)];
- e) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (however, lump sum additions such as insurance payments from worker's compensation are excluded [24 CFR 5.609(b)(5) & (6)];
- f) Welfare assistance: If the welfare assistance payment includes an amount specifically designed for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: the amount of the allowance or grant exclusive of the amount specifically designated for shelter utilities; plus the maximum amounts that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a

percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

- g) Imputed welfare income: this is income from welfare benefits that have been reduced because of welfare fraud or because of non-compliance with economic self-sufficiency requirements. Although the family in fact has reduced income, the CHA will impute the welfare income to the family in an amount equal to the reduction in benefits.
- h) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the CHA by the welfare agency) plus the total amount of other annual income [24 CFR 5.615];
- i) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
- j) All regular pay, special pay and allowances of a member of the Armed Forces, except for hostile fire pay.

6.3 Exclusions from Annual Income

Annual income does not include the following:

- a) Income from employment of children (including foster children) under the age of 18 years [24 CFR 5.609(c)(1)];
- b) Payments received from the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone)[24 CFR 5.609(c)(2)];
- c) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses [24 CFR 5.609(c)(3)];
- d) Amounts received by the families that are specifically for, or in reimbursement of, the cost of medical expenses for any family member [24 CFR 5.609(c)(4)];
- e) Income of a live-in aide [24 CFR 5.609(c)(5)];
- f) The full amount of student financial assistance paid directly to the student or to the educational institution [24 CFR 5.609(c)(6)];

g) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(c)(7)];

h) The amounts received from the following programs [24 CFR 5.609(c)(8)]:

- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that is disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program; [24 CFR 5.609(c)(8)(iii)]
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the CHA on a part-time basis that enhances the quality of life in the development as determined by the CHA. Residents enrolled in job training programs administered by the CHA are paid a stipend for hours spent in training. The training program and stipend cannot exceed 18 months. No resident may receive more than one such stipend during the same period of time.

Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination and serving as a member of CHA's governing board [24 CFR 5.609(c)(8)(iv)];

- Incremental earnings and benefits resulting to any family member from participation in qualifying state and local employment training programs (including training programs not affiliated with a local government) and training of a family member as

resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program [24 CFR 5.609(c)(8)(v)];

- i) Temporary, nonrecurring or sporadic income (including gifts) [24 CFR 5.609(c)(9)];
- j) Reparation payment paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(c)(10)];
- k) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse) [24 CFR 5.609(c)(11)];
- l) Adoption assistance payments in excess of \$480 per adopted child [24 CFR 5.609(c)(12)];
- m) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump-sum amount or in prospective monthly amounts [24 CFR 5.609(c)(14)];
- n) Amounts received by the family in the form of refunds or rebates under state and local law for property taxes paid on the dwelling unit [24 CFR 5.609(c)(15)];
- o) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home [24 CFR 5.609(c)(16)];
- p) Amounts specifically excluded by any other federal statutes from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.)
 - The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 201(h)];

- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044(g)]. Examples of programs include but are not limited to: Retired Senior Volunteer Program, Foster Grandparent Program, Senior Companion Program, and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives, and Active Corps of Executives;
- Payments received under the Alaska Native Claims Settlement Act [43 USC 1626(a)];
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [25 USC 459(e)];
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624(f)];
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552(b)];
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu]. Examples of Title IV Programs include: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships;
- Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056(f)]. Examples include the Senior Community Services Employment Program, National Caucus Center on the Black aged, National Urban League, National Council on Aging,

American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb;

- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the “In Re Agent Orange” product liability litigation;
 - Payments received under the Maine Indian Claims Settlement Act of 1980;
 - The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
 - Earned income tax credit refund payments received on or after January 1, 1991;
 - Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- q) For a qualified resident, increases in income due to earnings are completely excluded in calculating rent for 12 months, after which, half the increased earnings are excluded for the following 12 months. The exclusion period may be interrupted, but in no event may the total number of months between the beginning of the exclusion and the final month of exclusion exceed 48 months. This earned income disallowance is available only to households under lease and to the following three categories of individuals:
- A person whose annual income increases because of employment after having been unemployed for at least 12 months;
 - A person whose annual income increases because of new or increased earnings during participation in an economic self-sufficiency program or other job training program; or
 - A person whose annual income increases because of new or increased earnings, during or within six months after receiving assistance, benefits or services from a program funded by any state program for TANF. The assistance is not limited to income maintenance, but also includes benefits and services such as child care and transportation subsidies and one-time payments, wage subsidies and other amounts

and services as long as the value of such benefits or services over a six month period is at least \$500. [24 CFR 960.255]

6.4 Deductions from Annual Income [24 CFR 5.611]

The CHA shall deduct the following amounts from family income.

- a) \$480 for each household member who is under 18 years of age, or is over 18 and has a disability or is a full-time student in a college or vocational program, but is not the family head or spouse;
- b) \$400 per family when the head or spouse is at least 62 years of age or disabled. Note: Only \$400 is an allowable deduction, even if both the head and the spouse are elderly or disabled.
- c) The sum of the following, to the extent the sum exceeds 3 percent of annual income:
 - Un-reimbursed medical expenses of any elderly family or disabled family; and
 - Un-reimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus; and
- d) Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

6.5 Receipt of a Letter or Notice from HUD Concerning Income

If a public housing resident receives a letter or notice from HUD concerning the amount of verification of family income, the resident shall take the letter to the CHA staff member responsible for income verification within ten (10) days of receipt by the resident.

The CHA shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

After the reconciliation is complete, the CHA shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the CHA shall do one of the following:

- a) Immediately collect the back rent due to the CHA;
- b) Establish a repayment plan for the resident to pay the sum due to the CHA;
- c) Terminate the lease and evict for failure to report income; or
- d) Terminate the lease, evict for failure to report income, and collect the back rent due to the CHA.

6.6 Cooperating With Welfare Agencies

The CHA will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- a) To target assistance, benefits and services to families receiving assistance in the public housing and Section 8 resident-based assistance program to achieve self-sufficiency; and
- b) To provide written verification to the CHA concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

CHAPTER 7: DETERMINATION OF TOTAL TENANT PAYMENT & RENT

7.1 Family Choice [24 CFR 960.253(a)]

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

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

Families have only one choice of rent selection per year except for financial hardship cases. In order for families to make informed choices about rent options, the CHA will provide the following information:

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

7.2 Flat Rent [24 CFR 960.253(b)]

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

The CHA has set a flat rent for each public housing unit. In doing so, the agency considered the size and type of the unit, as well as its age, condition, amenities, services, and neighborhood. The CHA determined the market value of the unit by comparing it to comparable unassisted units in the census tract in which it is located. The CHA used a minimum of three comparable unassisted units in its analysis.

The CHA also applied certain adjustment factors in determining the flat rents as set forth below:

Range:	\$10.00	Half bath:	\$ 8.00
Refrigerator:	\$10.00	Full bath:	\$ 13.00
Parking:	\$10.00	Laundry:	\$ 10.00

Families who opt for the flat rent will be required to undergo an income reexamination process every three years, rather than an annual review. However, families who choose flat rent will be required to sign required HUD forms and report any changes in family composition on an annual basis.

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

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

There is no utility allowance for families paying a flat rent.

7.3 The Income Method

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

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

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

7.4 Minimum

Rent [24 CFR 5.630]

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

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

- a) The family or individual has lost eligibility or is waiting for an eligibility determination for a Federal, State, or Local assistance program;

- b) The family or individual would be evicted as a result of the imposition of the minimum rent requirement;
- c) The income of the family or individual has decreased because of a changed circumstance, including loss of employment; and/or
- d) A death in the family has occurred.

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

The CHA shall promptly determine whether a qualifying hardship exists and whether it is temporary or long term. The CHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.

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

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

7.5 Rent for Families Under the Non-citizen Rule [24 CFR 5.518]

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

- a) The family was receiving assistance on June 19, 1995;
- b) The family was granted continuation of assistance before November 29, 1996;
- c) The family's head or spouse has eligible immigration status; and
- d) The family does not include any person who does not have eligible immigration status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child of the head of household or spouse.

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

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

- a) Determine the 95th percentile of gross rents (resident rent plus utility allowance) for the CHA. The 95th percentile is called the maximum rent.
- b) Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
- c) Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- d) Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full allowance to obtain the prorated resident rent.

7.6 Utility Allowance

The CHA shall establish a utility allowance for all check-metered utilities for those residents who elect the income method calculation and/or pay a minimum rent of \$50.00. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. Allowances will be evaluated at least annually as well as any time utility rate changes by 10 percent or more since the last revision to the allowances. In addition to the utility allowances, the CHA has established a surcharge of \$20.00 per month for the months of May through September for residents residing in a CHA High Rise building and residents residing at Harriet Tubman Development Units 500-599.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

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

7.7 Rent Payment Methods

Rent and other charges are due and payable on the first day of the month. All rents shall remain in effect until adjusted in accordance with the provisions of the lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Payments may be made at the Asset Management Office by check, money order, State of Tennessee Electronic Benefit Transfer Card (EBT) (where available), or debit card in the amount due (where available). Payments in cash not to exceed \$5.00 will also be accepted at the Asset Management Office

If the rent is not paid by the fifth calendar day of the month, rent shall be considered delinquent and a 30-day Notice to Vacate will be issued on the first offense and a 14-day Notice to Vacate will be issued on subsequent delinquencies to the tenant. If rent is not paid by the 15th day of the month, a late charge shall be assessed which will not exceed ten percent (10%) of the amount of rent past due, or \$5.00, whichever is less. If money payable on a tenant's account is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge of \$25 for processing costs.

For residents who have a primary source of income that is provided by the Federal Government, such as Social Security, SSI, VA or Widow's Pension, rental payment will be due within five (5) business days after receipt of the benefit. Residents must provide documentation to the Site Based Management Office of the anticipated day benefits will be received. If rent and other charges are not paid within the specified five (5) days, the resident will be assessed a late fee.

CHAPTER 8: COMMUNITY SERVICE AND CONTINUED OCCUPANCY

8.1 General

Community service is the performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. [24 CFR 960.601]

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

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

Each family member required to perform community service must perform eight hours of community service activities per month during the twelve month period. It is unacceptable, for example, to perform 96 hours of community service in one month and no community service in the remaining eleven months of the year.

8.2 Exemptions [24 CFR 960.601]

An exempt individual is an adult who:

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

- e) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of Title IV of the Social Security Act or under any other welfare program of the State in which the CHA is located, including a State administered welfare to work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

8.3 Notification of the Requirement

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

The notification will also advise family members that the community service obligation will begin upon the effective date of their first annual reexamination on or after October 1, 2003. For families paying a flat rent, the obligation begins on the date that the annual reexamination would have been effective had an annual reexamination taken place. The notification will also advise that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

8.4 Community Service Volunteer Opportunities

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

8.5 Assuring Resident Compliance [24 CFR 960.607]

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

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

The CHA's notice shall briefly describe the non-compliance and state that the CHA will not renew the lease at the end of the twelve-month lease term unless the resident and any other non-compliant family member enter into a written agreement with the CHA to cure such non-compliance, and in fact cure the non-compliance in accordance with the agreement, or the resident provides written assurance satisfactory to the CHA that the resident or other non-compliant resident no longer resides in the unit. The notice shall

also state that the resident may request a grievance hearing on the CHA determination and that the resident may exercise any available judicial remedy to seek timely redress for the CHA's non-renewal of the lease because of the determination of non-compliance.

8.6 Resident Agreement To Comply With Community Service Requirement

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

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

8.7 Prohibition Against Replacement Of CHA Employees

In implementing the community service requirement, the CHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the community service requirement. [24 CFR 960.609]

CHAPTER 9: RECERTIFICATION

9.1 General

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

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

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

In the event that a household income increases, the family must report this increase within 10 days to the CHA. The CHA shall conduct an interim re-examination based upon the change and shall adjust the residents rent accordingly.

9.2 Annual Reexamination

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

a) Annual Reexamination Interview

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

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

b) Flat Rent

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

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

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

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

A family who opts for a flat rent may at any time request to have a reexamination and return to the income-based rent in the event that the family's income has decreased, the family's financial circumstances have changed, and/or other circumstances that create a hardship for the family such that the income method would be more financially feasible for the family.

c) Income Method Rent

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

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

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

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

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

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

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

d) Treatment of Over-Income Families

The CHA shall not evict or terminate the tenancy of a family solely because the family is over the income limit for public housing if the family has a valid contract for participation in an Family Self-Sufficiency Program ("FSS Program") and/or if the family receives the earned income disallowance provided by 24 CFR 960.255.

For a resident who is not a participant in an FSS Program and/or is not receiving the earned income disallowance, the CHA shall not evict or terminate the tenancy of a family solely because the family is over the income limit for public housing until one year following the annual reexamination in which the family's income exceed the income limit for public housing.

9.3 Interim Reexamination

a) A family is required to report the following changes to the CHA between regular reexaminations within (10) ten days:

- Any increase or decrease in family income;
- A household member has been added to the family through birth, adoption, court ordered custody or marriage; and
- A household member is leaving or has left the household.

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

b) The CHA shall conduct an interim reexamination for:

- A family whose income has increased or decreased and/or;
- Any family who had claimed zero income that has an increase in their income and/or;

- A family whose period of “earned income disregard” ends.

If total tenant payment decreases as a result of decreased income or other situations, that decrease will become effective on the 1st day of the month after the resident reports the decrease. In the event of an increase in total tenant payment, that increase will become effective on the 1st day of the second month after the resident reports an increase.

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

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

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

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

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

9.5 Residual Tenancy

a) Criteria

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

- An adult who has been a resident of record on the current lease for the unit for a minimum of nine months and whose income has been reported and included in the rent computations during the period of his/her occupancy unless he/she was without income or was a full-time student; or

In the event that the remaining member(s) of the household consists only of minor children, the applicant must be an adult who has been appointed either as a temporary or permanent guardian, is the natural parent of one or more household members, is willing to assume responsibility for the apartment and the household and is willing to enter into a lease. Under these circumstances, the CHA shall screen the applicant in accordance with the terms of this policy; or

- In the event that the remaining member of the household is an incapacitated adult who is unable to fulfill the responsibilities set forth in the lease, the applicant must be an adult who has been appointed as either a temporary or permanent guardian of the remaining household member, and is willing to assume responsibility for the apartment, and willing to enter into a lease. Under these circumstances, the CHA shall screen the applicant in accordance with the terms of this policy.

b) Divorce, Separation or Protective Order

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

c) Income

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

d) Limitations

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

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

A remaining member of a resident household will not be considered for residual tenancy if the head of household has died and immediately prior to

death, the head of household was under eviction for non-payment of rent or for cause, or died with an outstanding balance of more than two month's rent due to the CHA. (A resident shall be regarded, as being "under eviction" if the Community Manager has determined to proceed with eviction and the resident's appeals rights have been exhausted.)

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

e) Appeals

An applicant to be added to the lease and/or applicant for residual tenancy may appeal in accordance with the chapter IV (F) of this policy. A resident who applies to add a person to the lease or who applies for residual tenancy may appeal in accordance with the CHA's Grievance Policy.

9.6 Misrepresentation

If the CHA determines that the resident has intentionally misrepresented facts upon which rent is based, the CHA shall retroactively charge the resident the appropriate amount of rent and take other such actions as permitted by law up to and including eviction and criminal prosecution.

CHAPTER 10: RESIDENT TRANSFERS

10.1 Policy

It is the policy of the CHA that a resident who resides in another unit may be transferred to another unit for administrative reasons or for good cause as set forth in this chapter.

10.2 Administrative Transfers

The Executive Director or his/her designee may request a resident to transfer from one unit to another unit for a sound administrative reason such as:

- a) Fire in or condemnation of an occupied unit;
- b) Harassment or abuse of a resident or household member;
- c) When the CHA determines that there is extreme overcrowding (“extreme overcrowding” exists when the family size exceeds the maximum number of persons and composition for the number of bedrooms in the unit);
- d) When the CHA is undertaking modernization, and the type of work being done requires that the resident temporarily or permanently relocates; and
- e) When there are defects in the resident’s unit that pose an immediate and serious threat to health and safety that cannot be immediately repaired.
- f) When the CHA terminates its participation in a specialized housing program that may have been approved by HUD. Such programs could include the partnership with the Southeast Tennessee Human Resource Agency (SETHRA).

A transfer for administrative reasons may be made between units in elderly/handicapped housing and family housing in the event that the transfer cannot be made to a unit of appropriate unit size in the same type of housing, provided that the household is eligible for the housing to which the transfer is made.

The CHA may decide at any time to initiate a transfer for administrative reasons. Such a transfer must be implemented in a manner consistent with the relevant provisions of the resident's lease and/or applicable law. The Director of Asset Management will consider and approve, if appropriate, Administrative Transfers before all other transfer requests.

10.3 Transfers For Good Cause

A resident who resides in a unit has the right to request a transfer by the CHA to a different unit for good cause such as:

- a) When the resident is “under-housed” (in a unit that is too small, based on family size) or “over-housed” (in a unit that is too large, based on family size); and
- b) When there is a compelling and documented medical impairment that could be substantially improved by transfer to another available unit.

A transfer for good cause may be made between units in elderly/handicapped housing and family housing in the event that the transfer cannot be made to a unit of appropriate unit size in the same type of housing.

10.4 Requirements For Approval Of Requests To Transfer For Good Cause

In order to be eligible for a transfer for good cause the resident must:

- a) File a transfer application with all supporting documentation;
- b) Be current in rent, charges and fees owed to the CHA; and
- c) Not have committed (and household members must not have committed) any serious violations of the lease for at least two (2) years, and the applicant is not subject to eviction proceedings or to the terms of an agreement for judgment in a prior eviction proceeding.

Supporting documentation for medical transfers shall include a written statement from a physician indicating: the specific nature of the medical impairment, contributing factors in the resident’s current unit/development that aggravate the medical impairment and why a different type of unit/development would substantially improve the resident’s medical impairment.

10.5 Placement On The Waiting List

a) Administrative Transfers

A resident with an administrative transfer application to a unit shall be assigned a place on the appropriate site waiting list above all other applicants. Within the group of applications for administrative transfer, the applications will be placed on the list in time and date sequence as received by the site management office.

b) Transfers for Good Cause

A resident with an application to transfer for good cause to a federally aided unit shall be assigned a place on the appropriate federal waiting list in the Asset Management Office. The CHA will assign it a place below

standard applicants within date and time sequence as received by the Asset Management Office. Within the group of applications for transfer for good cause, these applications are prioritized on the waiting list(s) based on the time and date of receipt of the application by the Applications Office.

10.6 Unit Offers

The CHA shall offer one unit that is appropriate in size and meets the circumstances of the transfer, and where the transfer is for medical reasons, appropriate for the resident's medical need. A resident must accept the transfer offer within seven (7) working days of its receipt or be removed from the waiting list. For good cause, the CHA may extend the time for accepting the offer. If a resident refuses to move pursuant to an Administrative Transfer, the CHA will begin eviction proceedings.

After being removed from the waiting list, the resident may not file an application to transfer for one year from the date that the application was removed from the waiting list.

10.7 Acceptance Of Unit

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

10.8 Cost of the Resident's Transfer

The cost of a resident's transfer will be borne by the CHA when transfer is required by CHA modernization or rehabilitation work. The CHA will also bear the expense of a resident's transfer when action or inaction by the CHA has caused the unit to be unsafe or uninhabitable.

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

- a) When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- b) When the family was originally properly housed and the transfer is needed to move the family to an appropriately sized unit, either larger or smaller, due to a change in family composition;

- c) When a family that did not require an accessible unit accepted the unit and must transfer because a handicapped family needs an accessible unit. (Prior to acceptance of the unit, the family generally must sign a statement acknowledging an understanding that a transfer may be required if a handicapped family needs the unit.)
- d) When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

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

10.9 Appeal

If the resident does not agree to an administrative transfer, or the CHA denies a resident's application to transfer for good cause, the CHA shall inform the resident of the right to request a grievance hearing. The resident must request the grievance hearing within 14 days of the denial of the transfer request.

CHAPTER 11: PET POLICY

11.1 Introduction

It is the policy of the CHA that a resident who resides in a federally-aided unit may be transferred to another unit for administrative reasons or for good cause as set forth in this chapter.

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

General policy matters related to pets are set forth herein and are supplemented by the CHA pet rules, the CHA pet agreement lease addendum and the CHA's pet owner's absence agreement. Each of the documents related to pets may be obtained at the CHA's site management offices.

This policy does not apply to animals that are used to assist persons with disabilities. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all residents to maintain the unit and associated facilities in a decent, safe and sanitary condition and to refrain from disturbing neighbors.

11.2 Pet Definition

Common household pets are limited to the following animal categories and related species:

11.2.1 Domestic Dogs

- a) Maximum number per household: 1
- b) Minimum age in elderly/handicapped developments: 6 months
- c) Minimum age in family developments: 6-8 weeks old
- d) Maximum adult weight: 25 pounds
- e) Must be house broken
- f) Must be spayed or neutered
- g) Must have annual rabies and distemper inoculations as required by licensed veterinarian, as well as infectious hepatitis, leptospirosis, para influenza, and parvo inoculations at intervals recommended by licensed veterinarian

- h) Animals deemed to be of a vicious breed are not permitted for safety reasons.

11.2.2 Domestic Cats

- a) Maximum number per household: 1
- b) Minimum age in elderly/handicapped developments: 6 months
- c) Minimum age in family developments: 6-8 weeks old
- d) Maximum adult weight: no restrictions
- e) Litter must be changed twice a week
- f) Must be spayed or neutered
- g) Must have annual rabies and distemper inoculations and feline leukemia shots as required by licensed veterinarian
- h) Must have scratching post

11.2.3 Birds

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

11.2.4 Fish

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

Exception: If the CHA approved a family's application for a greater number of pets prior to the implementation of this policy, the family shall be permitted to keep those pets.

11.3 Pet Guidelines

The following guidelines apply to pets maintained by CHA residents. [Note: a household may have either one dog or one cat in addition to birds and fish.]

11.3.1 Approval

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

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

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

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

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

If the Community Manager denies the application, the tenant may request a hearing with the Director of Asset Management. This request must be submitted to the Community Manager in writing within fourteen (14) days of the tenant's receipt of the notice of denial. The Community Manager shall forward the request to the Director of Asset Management.

The Director of Asset Management shall conduct a hearing at a time and place convenient to both parties. The tenant may present any information relevant to his/her Application.

If the Director of Asset Management approves the application, he/she shall inform the tenant in writing within fourteen (14) days of the hearing and shall

direct the tenant to execute a Pet Lease Addendum with his/her Community Manager.

If the Director of Asset Management denies the application, he/she shall inform the tenant in writing within fourteen (14) days of the hearing.

11.4 Pet Owners Rights and Responsibilities

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

- a) The pet owner shall be responsible for proper pet care, good nutrition, grooming, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification collars and tags with the tenant's name and phone number and the dates of the most recent inoculations and collars. A pet owner must keep a dog on a short leash, at all times, in common areas;
- b) The pet owner is responsible for cleaning up after the pet inside the unit and anywhere on the CHA's property. A "pooper scooper" and disposable plastic bags should be carried at all times in common areas. The pet owner shall bag and dispose of waste in a receptacle designated by the CHA. Toilets are not designed to handle pet litter; therefore no pet debris shall be deposited in a toilet. Pet owners shall be responsible for the cost of repairs or replacements of any damaged toilets or pipes;
- c) For hygienic reasons, pet blankets and bedding shall not be cleaned or washed in the laundry room;
- d) The pet owner shall maintain the unit and its patio, porch and yard, if any, in a sanitary, insect-free, and odor-free condition at all times;
- e) The pet owner must provide litter boxes for cat waste, which must be kept in the owner's unit. The pet owner shall bag and dispose of litter box waste in a receptacle designated by the CHA. Litter boxes shall be kept clean and odor free;
- f) The pet owner shall prevent the pet from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor covering of the unit, other units and common areas, as well as shrubs and landscaping of the development. Pet owners shall be responsible for cost of repair or replacement for any damages caused by the pet. Charges for damages will include materials and labor. Payment plans may be negotiated between the CHA and the pet owner. A dispute concerning the amount of damages is subject to the CHA Tenant Grievance Procedure;

- g) The pet owner shall be responsible for the cleaning, deodorizing and sanitizing of carpeting and other floor coverings in the unit;
- h) Pets are not to be tied outside or left unattended on a patio or porch;
- i) The pet owner shall not alter the unit, patio, or other outside area to create an enclosure for a pet;
- j) The pet owner shall not allow the pet to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet will not create a nuisance to neighbors, residents, staff and/or visitors with excessive barking, whining, snapping, biting, chirping or other unruly behavior;
- k) No pet is to remain unattended without proper care for more than twenty-four (24) hours, except in the case of a dog, which shall be no more than eight (8) hours. If the pet is left unattended and no arrangements have been made for its care, the CHA shall have the right to enter the premises to take the pet to be boarded at a local animal care facility at the expense of the resident;
- l) The pet owner shall allow the CHA to inspect a pet owner's unit on a quarterly basis to ensure that the unit is being cared for properly. The CHA may increase the number of inspections at its discretion;
- m) All female dogs over the age of six months and all female cats over the age of five months must be spayed. All male dogs over the age of eight months and all male cats over the age of ten months must be neutered. If health problems prevent such spaying or neutering, a veterinarian's certificate will be necessary to allow the pet to become a resident of the development and the exception will be at the Executive Director's or his/her designee's discretion;
- n) The pet owner is responsible for providing the CHA with the information regarding the pet's inoculations, licensing, photograph and other information as required. This information shall be kept in the pet owner's file; and
- o) The pet owner is responsible for keeping the CHA informed of any change of information.

11.5 CHA Rights and Responsibility

The CHA shall:

- a) Post a copy of this policy for pet ownership and enforce these rules in a fair and just manner;

- b) Keep proper records of pet owner's and pet's pertinent information, conduct unit inspections, investigate complaints and issue warnings and bills for damages, and schedule repairs;
- c) Enforce the Lease Addendum; and
- d) Reserve the right to require dog owners to relocate to a comparable unit on the ground floor of each building based upon written complaints concerning the behavior of the dog in the elevator or hallways, or the documented medical conditions of residents affected by the presence of the dog.

11.6 Pet Fee

The CHA will assess a non-refundable, annual Pet Fee in the amount of \$150.00 per pet, per year to families who reside in family developments to cover the costs to the CHA relating to this Policy. The tenant shall pay the annual fee at the time of reexamination each year and provide proof of inoculations at such time.

Residents of elderly/disabled developments must pay a one-time non-refundable pet fee of \$150.00. No fee will be required for medically documented service animals; i.e. seeing eye dogs in a development.

11.7 Pet Policy Violation Procedures [24 CFR 5.356]

a) Notice of Pet Rule Violation

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

- Contain a brief statement of the factual basis for the determination that the Pet Policy has been violated;
- State that the pet owner has ten days from the effective date of service of notice to correct the violation, including, in appropriate circumstances, removal of the pet or to make a written request for a meeting to discuss the violation;
- State that the pet owner is entitled to be accompanied by another person of his/her choice at the meeting; and
- State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in the initiation of procedures to terminate the pet owner's tenancy.

b) Pet Rule Violation Meeting

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

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

c) Notice of Pet Removal

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

The notice must:

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

d) Termination of Lease Agreement or Removal of Pet

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

- The pet owner has failed to remove the pet or correct a pet rule violation within the applicable time period; and
- The pet rule violation is sufficient to begin procedures to terminate the lease under the terms of the lease, applicable HUD regulations, and or applicable state or local law.

CHAPTER 12: INSPECTIONS

12.1 Move-In Inspections

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

12.2 Annual Inspections

The CHA will inspect each public housing unit annually to ensure that each unit meets Uniform Physical Conditions Standards [24 CFR 5.701]. The CHA will initiate work orders to correct deficiencies.

12.3 Preventative Maintenance Inspections

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

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

12.4 Special Inspections

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

12.5 Housekeeping Inspections

Generally, at the time of annual reexamination, and at other times as necessary, the Community Manager will conduct a housekeeping inspection to ensure that the family is maintaining the unit in a safe and sanitary condition.

12.6 Notice of Inspection

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

12.7 Emergency Inspections

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

12.8 Pre-Move Out Inspections

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

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

12.9 Move-Out Inspections

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

CHAPTER 13: TERMINATION OF TENANCY

13.1 Termination By Resident

The resident may terminate the lease at any time upon submitting a 30-day written notice. If the resident vacates prior to the end of the thirty (30) days, he/she will be responsible for rent through the end of the notice period.

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

13.2 Termination By The CHA

The CHA will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to, the following:

- a) Nonpayment of rent or other charges;
- b) A history of three (3) or more late/delinquent rental payments within the current reexamination period;
- c) Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- d) Failure to allow inspection of the unit;
- e) Failure to maintain the unit in a safe and sanitary manner;
- f) Assignment or subletting of the premises;
- g) Use of the premises for purposes other than as a dwelling unit; (other than for site-based management approved resident businesses);
- h) Destruction of property;
- i) Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- j) Any criminal activity on the property or drug-related criminal activity on or off the premises;

- k) Noncompliance with community service requirements effective one year after the suspension is lifted;
- l) Permitting persons not on the lease to reside in the unit for more than (21) days each year without the prior written approval of the CHA; and
- m) Other good cause.

The CHA will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a state sex offender registration program.

13.3 Extended Absences and Abandonment

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

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

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

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

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

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

Upon receipt of an eviction order, the CHA shall inventory any items remaining in the unit and shall follow the court's order in the disposition of the property.

CHAPTER 14: TENANT GRIEVANCE

14.1 General

It is the policy of the CHA to provide tenants with a method for dispute resolution and the opportunity for a grievance hearing. Tenants in CHA Programs have the right to request a grievance hearing. "Tenant" means the head of household.

14.2 Policy Application

This grievance policy applies to a dispute a tenant may have with respect to the CHA's action or failure to act in matters involving that tenant's lease with the CHA or CHA rules that adversely affect the tenant's rights, duties, welfare or status. This policy does not apply to disputes between tenants, class grievances, and is not a forum for initiating or negotiating policy changes between tenants and the CHA Board. This policy does not apply to participants of the Section 8 Housing Choice Voucher Program.

The CHA shall provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

There is no right to a grievance hearing in cases for nonpayment of rent.

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

- a) The amount of rent due to the CHA, unless the tenant pays the CHA an amount equal to the amount of the rent due and payable as of the first of the preceding month in which the act or failure to act took place. The tenant shall thereafter deposit the same monthly amount until the case is resolved by decision of the grievance panel; or
- b) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other tenants or employees of the CHA;
- c) Any violent or drug-related criminal activity on or off the premises; and/or
- d) Any criminal activity that resulted in a felony conviction of a household member.

14.3 Filing a Grievance

A tenant shall submit a written request for a grievance in writing and deliver or mail it to the CHA, within seven (7) days after the tenant's receipt of a notice of lease termination. The request for a grievance hearing must specify the reasons for the grievance and the action that the tenant wants the CHA to take or refrain from taking. (Forms are available at the site management offices)

A request for a grievance hearing regarding some other matter shall be submitted in the same manner as above, but within fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance.

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

14.4 Informal Settlement Conference

After the filing of a request for a grievance hearing, the CHA shall provide the grievant with the opportunity to discuss the grievance informally to attempt to settle the grievance without the necessity of a grievance hearing. The CHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless the conference occurred at or before the time of filing. The CHA shall prepare a written summary of the settlement conference including the names of the participants, the date of the conference, and the nature of the informal settlement or proposed disposition. The tenant and the CHA shall preferably sign the summary. The CHA shall maintain a copy of the informal settlement. If a matter is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing. [24 CFR 966.54]

14.5 Selection of a Hearing Officer

A grievance hearing shall be conducted by an impartial person appointed by the CHA's Executive Director or designee, other than a person who made or approved the action under a review or a subordinate of such person. The Executive Director or designee shall provide a list of Hearing Officers approved to hear a grievance. From this list, the Executive Director or designee shall appoint a hearing officer for a specified period of time.

14.6 The Hearing

14.6.1 Hearing Date and Notice

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

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

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

14.6.2 Pre-hearing Examination of Relevant Documents

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

14.6.3. Persons Entitled to be Present

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

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

14.6.4. Procedure at the Hearing

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

14.6.5 The Decision

a) Written Decision

After the hearing, the Hearing Officer must determine the decision. This decision must be based upon the evidence presented at the hearing, additional information requested and upon applicable laws, regulations, and CHA policies and procedures. The decision must be in writing, dated, and state the findings of fact and the reasons for the decision. Within fourteen (14) days following the hearing, or as soon as reasonably possible, the Hearing Officer shall provide the CHA with the written decision and the CHA shall then mail or deliver a copy of the decision to the grievant and his or her representative. The CHA shall make a copy of the decision available for public inspection with names and personal identifiers deleted. If the Hearing Officer determines that the original action or termination by the CHA is upheld, then the grievant has 3 calendar days from the date of the decision letter to vacate the premises in the case of lease termination. If the action is for some other reason, then the grievant has 3 days from the date of the decision letter to comply.

b) Review of the Decision

For hearings related to termination of lease causes, the grievant or the CHA may request a review by the Executive Director only to the extent that there is a claimed violation of procedures related to the processing of the grievance.

14.6.6 Effect of a Decision on a Grievance

The decision on a grievance shall be binding between the CHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter that has been subject to

decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a court. As between the CHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

CHAPTER 15: RE-PAYMENT AGREEMENTS

15.1 Policy

At the discretion of CHA, a family may enter into a written payment agreement to pay for excessive maintenance, fire damage, casualty to unit, maintenance, outstanding rent, excess utility charges or fraud and/or other amounts related to the family's tenancy. CHA may offer the resident an opportunity to enter a repayment agreement to pay the full amount. The CHA may require a 25 percent down payment as a good faith payment.

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

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

- a. Reference to paragraphs in the CHA lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance or both J (6).
- b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to CHA
- c. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- d. Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

CHA is required to determine retroactive rent amount as far back as CHA has documentation of family reported income. Therefore, the Repayment Agreement may exceed a 24-month period.

The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

Tenants have the option to repay the retroactive rent balance as follows:

1. In a lump sum payment; or
2. Monthly installment; or
3. A combination of 1 and 2, above

CHAPTER 16: FRAUD AND MISREPRESENTATION

16.1 Purpose

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

16.2 Federal Law Prohibitions

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

16.3 Applicant and Resident Certification

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

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

- a) An applicant family who has misrepresented income or family status shall be declared ineligible for housing assistance if subsidy overpayments are determined to be \$2,000 or greater if the amount determined due is not repaid in full within 30 days of the fraud hearing date or date of execution of the repayment agreement, or at the discretion of the Executive Director or designee. For overpaid subsidy amounts under \$2,000, a resident may be offered a repayment agreement and continued occupancy under the terms of the repayment agreement. Eviction proceedings will begin if/when a resident has more than 2 (two) subsidy overpayments during any 60 month period, resulting from unreported or under reported income.
- b) If an examination of a resident's file discloses that the resident made any misrepresentations (at the time of admission or during any previous reexamination) which resulted in the applicant/resident being classified as eligible when, in fact, the applicant/resident was ineligible, the resident shall be required to vacate the unit, even though the resident may be currently eligible.

c) Resident family who has made misrepresentations of income, transfer or family status shall be subject to both eviction and being declared ineligible for future housing assistance.

d) If it is determined that the resident's misrepresentations resulted in paying a lower rent than should have been paid, the resident shall be required to pay the difference between rent owed and the amount that should have been paid. CHA reserves the right to demand full payment within thirty (30) days.

e) CHA may report apparent cases of applicant/resident fraud to the appropriate governmental agency. It is the policy of CHA to cooperate with federal, state, county or local authorities in prosecuting cases which, in the CHA's judgment, appear to be willful or deliberate misrepresentation.

CHAPTER 17: OTHER CHA HOUSING PROGRAMS

17.1 Housing First Program

This specialized program is in partnership with the Partnership for Children, Families, and Adults and provides housing for homeless families that have been victims of domestic violence. Recognizing the extraordinary need for case management services in this population and the ability of the Partnership to service more families through creating a Housing First Model, the opportunity exist to place families in a permanent stable housing setting for six to twelve months with case management services.

The CHA has agreed to earmark up to 15 housing units at Emma Wheeler Homes for the program. Interested families will be referred to the Partnership for preliminary screening. The Partnership will confirm that the family is homeless, has a member who is a victim of domestic violence, is at low risk of further victimization, and is able and willing to participate in programming for a 6-12 month period. If all four requirements are met, the Partnership would refer the family to the CHA for additional screening in accordance with this ACOP: income eligibility, past landlord history, credit worthiness, and criminal history.

From there, the applicant family will be referred to a Multi-Disciplinary Assessment Team for the family's willingness to participate in the Program.

If admitted to the program, the family will sign a lease with the CHA and will be required to comply with all terms and conditions. The Partnership's case manager will provide supportive services for each participating family. At the end of the program period, the family will "graduate" and be allowed to remain in the apartment, however, the CHA will make another apartment available to the program.

All families selected for this special program will be placed on a special site based waiting list and given priority placement in an appropriate size unit, based upon availability.

17.2 Upward Mobility Sites – Fairmount and Edward Steiner Apartments

The CHA has designated certain sites within its portfolio of public housing units as Upward Mobility Sites which are made available to residents who are engaged in programming that will lead to economic self-sufficiency. The CHA has designated all units at its Fairmount Avenue and Edward Steiner properties as Upward Mobility Units. These sites are designed to support the four facets of CHA's upward mobility program to include:

- Family Values
- Family Commitment
- Support Systems for CHA Families
- Economic Self-Sufficiency

In order to be eligible for admission to these properties, a family must meet the eligibility criteria outlined in Chapter 4 Eligibility and Suitability of this ACOP. In addition, in accordance with HUD's Green Communities Criteria, applicant families to the Fairmount Apartments may not smoke in their units or common areas within the buildings.

Applicant families must make a commitment to move toward economic self-sufficiency. This will include demonstrated program compliance in prior CHA programs, leases, agreements, etc. To be eligible to reside in these communities, all families must enroll and participate in CHA's Family Sufficiency Program (FSS), and develop individual goals for all household members, which may include education, career enhancement, establishment of escrow accounts, entrepreneurship, vocational education and/or homeownership.

CHA will support these families by providing qualified competent property management staff, FSS/Homeownership counselors, Upward Mobility Counselors, and will seek to develop strong viable resident organizations.

Any resident who resided on one of these properties at the date of the application for redevelopment funding will be eligible to return and have first priority for selection, providing that they are compliant with all CHA rules and regulations and can meet all other requirements for eligibility. In addition to the regular eligibility guidelines, families living at the Edward Steiner property must meet the eligibility guidelines for tax credit properties. The CHA will continue to develop the criteria for residents who wish to reside in these properties prior to the completion of redevelopment activities.

17.3 Southeast Tennessee Housing Resource Agency Program (SETHRA)

The CHA has agreed to participate in this program to provide assistance to chronically homeless individuals who have formerly been alcohol/drug dependent.

17.4 Tax Credit Housing Program

The CHA has developed units through the assistance of tax credits at Greenwood Terrace, The Oaks at Camden, and The Villages of Alton Park. Admissions for these units is governed by the terms of this ACOP and the laws, regulations, and guidelines governing tax credit developments, and the Management Agreements between the Managing Agent and the CHA, and incorporated by reference in this Admissions and Continued Occupancy Policy.

17.5 Employee Housing Program

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

17.6 HOPE VI Program

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

17.7 Police Officers in Public Housing

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

Chapter 18: FAMILY SELF SUFFICIENCY PROGRAM

A. General

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

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

B. Action Plan [24 CFR 984.201]

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

The CHA's current FSSP Action Plan is attached hereto as Appendix C.

C. Program Coordinating Committee [24 CFR 984.202]

The CHA shall establish and maintain a Program Coordinating Committee ["PCC"] whose functions will be to assist the CHA in securing commitments of public and private resources for the operation of the FSSP within the Public Housing Program's jurisdiction of Hamilton County and to assist in a periodic review and revision of the Action Plan and implementation of the Program.

The PCC shall consist of CHA staff members, participants in the Public Housing Program, and other public and private service providers with resources to assist the FSSP.

Representatives for the Public Housing FSS Program will consist of representatives of the PHA, and the residents of public housing. The public housing resident representatives shall be solicited from one or more of the following groups:

City-Wide Resident Council or other public housing resident group interested in the FSS program and would contribute to the development and implementation of the FSS program.

D. FSSP Family Selection Procedures

The CHA shall fill up to 50 percent of its public housing open slots in the FSSP with eligible families based on the date that a family expressed interest in program participation

E. Contract of Participation [24 CFR 984.303]

Form and Content - The CHA shall require each family that is selected to participate in the FSSP to enter into a contract of participation with the CHA that is signed by the Head of Household. The contract of participation shall incorporate the individual training and service plan and shall also include the rights and responsibilities of both the CHA and the participating family. The contract of participation shall also include the activities to be completed by each family member who elects to participate in the FSSP, as well as the services that will be provided to each family member.

Interim Goals - The individual training and services plan, incorporated in the contract of participation, shall establish specific interim and final goals by which the CHA and the family may measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient. For each participating family that is a recipient of welfare assistance, the CHA shall establish as an interim goal that the family become independent from welfare assistance and remain independent from welfare assistance at least one year before the expiration of the term of the contract of participation, including any extension thereof.

Compliance with Lease Terms - The contract of participation shall provide that the FSSP family must comply with the terms of the lease.

Employment Obligation - The contract of participation shall require the family's head of household to seek and maintain suitable employment during the term of the contract and any extension thereof. The term "seek employment" means that

the head of household has applied for employment, attended job interviews, and has otherwise followed through on employment opportunities. The CHA shall make a determination of "suitable employment" based on the available job opportunities available in the community and the skills, education, and job training of the head of household.

Failure to Comply -If the FSSP family fails to comply, without good cause, with the terms and conditions of the contract of participation, which includes compliance with the lease, the CHA may: 1) withhold the supportive services; 2) terminate the family's participation in the FSSP.

Contract Term and Extension – Each FSSP family will be required to fulfill its obligations under the contract of participation no later than 5 years after the effective date of the contract. The CHA shall, in writing, extend the term of the contract of participation for a period not to exceed two years for an FSS family that requests, in writing, an extension of the contract, provided that the CHA finds that good cause exists for granting the extension. "Good cause" means circumstances beyond the control of the FSSP family, as determined by the CHA, such as a serious illness or involuntary loss of employment. Extension of the contract of participation will entitle the FSSP family to continue to have amounts credited to the family's FSS account.

Unavailability of Supportive Services - If a social service agency fails to deliver the supportive services pledged under a family's individual training and services plan, the CHA shall make a good faith effort to obtain these services from another agency. If the CHA is unable to obtain the services from another agency, the CHA shall reassess the family member's needs and determine whether other available services would achieve the same purpose. If other available services would not achieve the same purpose, the CHA shall determine whether the unavailable services are integral to the FSSP family's advancement or progress toward self-sufficiency. If the unavailable services are determined **not to be integral** to the FSSP family's advancement toward self-sufficiency, the CHA shall revise the individual training and services plan to delete these services and modify the contract of participation to remove any obligation on the part of the family to accept the unavailable services. If the unavailable service are determine **to be integral** to the FSSP family's advancement toward self-sufficiency, the CHA shall declare the contract of participation null and void. Nullification of the contract of participation on the basis of unavailability of supportive services shall not be grounds for termination of PUBLIC HOUSING assistance.

Modification - The CHA and the participating family may mutually agree to modify the contract of participation. The contract of participation may be modified in writing with respect to the individual training and services plans, the contract term, and designation of the head of the family.

Completion of the Contract – The contract of participation is considered to be completed, and a family’s participation in the FSSP is considered to be concluded when the FSSP family has fulfilled all of its obligations under the contract of participation on or before the expiration of the contract term, including any extension thereof, or when 30% of the monthly adjusted income of the FSSP family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSSP family qualifies based on the CHA’s occupancy standards.

Termination of the Contract – The contract of participation is automatically terminated if the family’s Public Housing assistance is terminated in accordance with HUD requirements. The contract of participation may be terminated before the expiration of the contract term, and any extension thereof, by mutual consent of the parties, the failure of the FSSP family to meet its obligations under the contract of participation without good cause, including the family’s move outside the CHA’s jurisdiction, any act as is deemed inconsistent with the purpose of the FSSP or operation of law.

The CHA may terminate the supportive services and the FSSP family’s participation in the FSSP, if the CHA determines, in accordance with hearing procedures that the FSSP family has failed to comply without good cause with the requirements of the contract of participation.

Transitional Supportive Services Assistance – The CHA may continue to offer to a former FSSP family who has completed its contract of participation and whose head of household is employed, appropriate FSSP supportive services in becoming self-sufficient.

F. Total Tenant Payment, Family Rent and Increases in Family Income [24 CFR 984.304]

The Public Housing payment of a family participating in the FSSP is determined in accordance with regulations set forth in 24 CFR 982.505

Any increase in the earned income of an FSSP family during its participation in the program may not be considered as income or a resource for purposes of eligibility of the FSSP family for other benefits, or amount of benefits payable to the FSSP family, under any other program administered by HUD, unless the income of the FSSP family equals or exceeds 80% of the median income of the area, as determined by HUD, with adjustments for smaller and larger families.

G. Family Self-Sufficiency Account [24 CFR 984.305]

Establishment of and Accounting for FSS Account – The CHA shall deposit the FSS account funds of all families participating in the CHA’s FSS program into

a single depository account. The CHA shall deposit the FSS account funds in one or more of the HUD-approved investments.

The total of the combined FSS account funds will be supported in the CHA accounting records by a subsidiary ledger showing the balance applicable for each FSSP family. During the term of the contract of participation, the CHA shall credit periodically, but not less than annually, to each family's FSSP account, the amount of the FSSP credit.

The investment income for funds in the FSSP account will be prorated and credited to each family's FSSP account based on the balance in each family's FSSP account at the end of the period for which the investment income is credited.

If the family has not paid the family contribution toward rent, or other amounts due under the family's lease, the balance in the family's FSSP account shall be reduced by that amount before prorating the interest income. If the FSSP family has fraudulently under-reported income, the amount credited to the FSSP account will be based on the income amounts originally reported by the FSSP family.

Reporting on FSS Account – The CHA shall make a report, at least once annually, to each FSSP family on the status of the FSSP account. At a minimum the report will include the balance at the beginning of the reporting period, the amount of the family's rent payment that was credited to the FSSP account during the reporting period, any deductions made from the account for amounts due the CHA before interest is distributed, the amount of interest earned on the account during the year and the total in the account at the end of the reporting period.

FSS Credit – For purposes of determining the FSSP credit, "family rent" is 30% of adjusted gross income, which is obtained by disregarding any increases in earned income from the effective date of the contract of participation, or the current family rent less the family rent at the time of the effective date of the contract of participation. Families who are not low income families shall not be entitled to any FSS credit. The CHA shall not make any additional credits to the family's FSS account when the family has completed the contract of participation or when the contract of participation is terminated or otherwise nullified.

Disbursement of FSS Funds – The CHA shall pay to the FSSP family's head of household the amount in an FSS account, in excess of any amount owed to the CHA, when the contract of participation has been completed and the head of household submits to the CHA a certification that to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance ["Welfare Assistance Certification"].

If the CHA determines that the FSSP family has fulfilled its obligations under the contract of participation before the expiration of the contract term, and the head of household submits a Welfare Assistance Certification, the CHA shall pay to the head of household the amount in the FSS account in excess of any amounts owed to the CHA by the FSSP family.

If the CHA determines that the FSSP family has fulfilled certain interim goals established in the contract of participation and needs a portion of the FSS account funds for purposes consistent with the contract of participation, such as completion of higher education, or job training, or to meet start-up expenses in creation of a small business, the CHA may at the CHA's sole option, disburse a portion of the funds from the family's FSS account to assist the family meet those expenses.

If the head of household ceases to reside with the FSSP family, the remaining members of the family, after consultation with the CHA, shall have the right to designate another family member to receive the funds.

Forfeiture of FSS Account Funds – Amounts in the FSS account shall be forfeited upon the occurrence of the following: the contract of participation is terminated or the contract of participation is completed by the family but the FSSP family is receiving welfare assistance at the time of expiration of the terms of the contract of participation, including any extension thereof.

FSS account funds forfeited by the FSSP family will be treated as program receipts for payment of program expenses under the CHA budget for the applicable Public Housing Program, and shall be used in accordance with HUD requirements governing the use of program receipts.

H. Reporting [24 CFR 984.401]

The CHA shall submit to HUD, in a form prescribed by HUD, a description of the activities carried out under the program, a description of the effectiveness of the FSSP in assisting families to achieve economic independence and self-sufficiency and of the program's coordination of community resources to assist families and recommendations by the CHA or the PCC for legislative or administrative action that would improve the FSSP and ensure the program's effectiveness.

ATTACHMENT A

EFFECTIVE COMMUNICATIONS POLICY

1. GENERAL

The Chattanooga Housing Authority ["CHA"], in administering all public and assisted housing programs is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. When requested, the CHA employees, agents, contractors and private management companies [e.g. Pennrose Management], shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the programs, services and activities conducted by the CHA. All notifications, including approvals or denials of requests for effective communication referenced in this Policy, will be provided in an alternate format, upon request.

2. AUXILIARY AIDS AND SERVICES

"Auxiliary aids and services" may include, but are not limited to: (1) qualified sign language interpreters, note-takers, transcription services, written materials, telephone handset amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TDDs), or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and, (2) qualified readers, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

3. REQUEST FOR EFFECTIVE COMMUNICATION

When an auxiliary aid or service is required to ensure effective communication, the CHA will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. All requests for auxiliary aids and services must be made and received by the CHA Section 504/ADA Coordinator a minimum of ten business days prior to the date the service is needed. If in emergency circumstances an auxiliary aid or service is needed less than ten business days prior to the date the service is needed, the CHA will take reasonable steps to secure the auxiliary aid or service in less than ten business days. The CHA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that the CHA will honor the choice, unless it can show that another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual with a disability will submit his/her request for auxiliary aids or services to the CHA'S Section 504/ADA Coordinator at the address listed below. All requests shall be dated and time-stamped upon receipt.

Mark Bell, Development Project Manager
Chattanooga Housing Authority
801 North Holtzclaw Avenue
Chattanooga, TN 37404
423.752.4839
mbell@chahousing.org

If a person with a disability has an impairment that impedes him/her from mailing a request, he or she may use any other effective means to request an auxiliary aid or service that is necessary.

Upon receipt of the request, the Section 504/ADA Coordinator or designee will consult with the individual with a disability to determine the preferred type of auxiliary aid or service. If the preferred type of auxiliary aid or service is not available or not required, then the Section 504/ADA Coordinator will ascertain whether an alternative means of communication will ensure effective communication. Within five (5) days of the receipt of the request, the Section 504/ADA Coordinator will forward the request and the determination of the aid or service required to the Director of the Housing Choice Voucher Program, the Director of Asset Management, or other appropriate individual who will provide the requesting individual with a written notification of the proposed auxiliary aid or service to be provided. If the requesting individual is visually impaired, the CHA will provide such notification verbally. The approved request will be implemented no later than five (5) days after the CHA provides the requesting individual with the written notification of approval. The client or resident must provide forty-eight (48) hours prior notice to the CHA of any need to reschedule their meeting.

Upon disposition copies of the final disposition of the request shall be forwarded to the Section 504/ADA Coordinator who will maintain copies of all requests for effective communication and the CHA's response, including final disposition, for the duration of three years from the date of disposition.

4. PROCEDURES

A. Notice to Applicants

As a part of the application process, a notice will be posted for applicants to contact the Section 504/ADA Coordinator if auxiliary aids or services are needed. This notice will also be posted prominently in the CHA's intake and application offices as well as all site offices.

B. Current Residents' Requests for Auxiliary Aids or Services

Requests for auxiliary aids or services should be made directly to the CHA Property Manager, the CHA contracted Private Property Manager or the CHA's

Section 8 Contract Administrator who will forward the request(s) to the Section 504/ADA Coordinator within one (1) business day of receipt. All requests for auxiliary aids and services must be made and received by the CHA Section 504/ADA Coordinator more than two weeks prior to the date the service is needed.

C. CHA Notices and Correspondence

All the CHA letterhead will contain the TDD information. In addition, all meeting notices will contain a statement to, "Contact the Section 504/ADA Coordinator for reasonable accommodations for meetings." Individuals with disabilities, who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., must make their requests and the CHA Section 504/ADA Coordinator must receive their requests more than two (2) weeks prior to the event.

D. Requests from the Public

Requests from members of the public who wish to participate in the CHA's programs, services and or activities shall submit their requests for auxiliary aids and services to the CHA's Section 504/ADA Coordinator. They must make their requests and the CHA must receive the requests more than two (2) weeks prior to the event.

5. GRIEVANCE PROCEDURES

A. General

If the requesting individual with a disability is not satisfied with the CHA's response to the individual's request for an auxiliary aid or service, the individual may file a formal grievance and request for a hearing, including appropriate supporting documentation with the Section 504/ADA Coordinator.

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

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

The grievance hearing shall be conducted by an impartial person appointed by

the CHA's Executive Director or designee, other than a person who made or approved the action under review or subordinate of such person.

B. Hearing Date and Notice

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

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

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

C. Pre-hearing Examination of Relevant Documents

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

D. Persons Entitled to be Present

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

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

E. Procedure at the Hearing

The Hearing Officer shall conduct the grievance hearing in a fair manner without undue delay. The hearing may be tape-recorded. Procedure at the hearing shall be informal, and formal rules of evidence shall not apply. The Hearing Officer

shall initially define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. The grievant and the CHA shall be entitled to question each other's witnesses. The Hearing Officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and CHA policies and procedures. The Hearing Officer may request the CHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

F. The Decision

i) Written Decision

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

ii) Effect of a Decision on a Grievance

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

ATTACHMENT B

LIMITED ENGLISH PROFICIENCY AND LANGUAGE ACCESS PLAN

1. DEFINITIONS

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

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

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

Language Bank Volunteers- Language bank volunteers are CHA employees and others who have been deemed proficient to provide oral interpretation and/or written translation in particular languages and who volunteer to provide such services. In the case of CHA employees, it is required that the volunteer's supervisor approve that the employee provide the service outside the scope of their usual work. The CHA maintains a Memorandum of Understanding with each language bank volunteer setting out the volunteer's and the CHA's roles and responsibilities. Currently, the CHA has engaged language bank volunteers who speak Arabic, French, Hindi, Kurundi, Punjabi, Russian, Spanish, Swahili and Urdu.

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

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

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

Vital Documents- Vital documents are documents that are critical for ensuring meaningful access to CHA's services, activities, and programs. Such vital documents include documents that solicit or contain information for establishing or maintaining eligibility to participate in CHA's programs, services, and/or benefits. Some examples include: applications for the low-income public housing program and HCVP, notices of annual income recertification, notices of public hearings, notices containing information regarding eligibility or participation criteria, notices advising of free language.

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

2. POLICY

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

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

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

3. APPLICABILITY

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

4. ASSESSMENT OF LANGUAGE NEEDS – FOUR FACTOR ANALYSIS

All CHA departments providing programs or services to CHA customers shall conduct periodic evaluations of the service tools being provided to LEP

applicants, residents and HCVP voucher holders to determine if there are new and/or different needs. The CHA shall use the U.S. Department of Justice's "Four Factor Analysis" found at www.justice.gov/crt/lep/selfassesstool.htm and any amendments thereto, in the determination of the CHA's language assistance services needs.

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

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

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

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

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

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

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

5. PROVIDING LANGUAGE ASSISTANCE SERVICES

A. Interpretation Services [Oral Language]

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

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

- Eligibility Interview
- Voucher Briefing
- Housing Offer and Lease Signing
- Applicant/Resident/Voucher Holder Private Conferences & Hearings
- Annual and Interim Recertification Interviews

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

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

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

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

B. Translation Services [Written Language]

Each CHA Department Director, in consultation with the LAC, shall conduct an initial review of its written documents for the purpose of assessing whether any document is vital and requires translation. As new documents are

developed, a similar review shall be conducted to determine if new documents are “vital” and require translation.

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

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

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

6. OUTREACH

The CHA will post notices of availability of free language assistance services in offices where LEP persons interact with the CHA, including but not limited to: the HCVP Office, site management offices, Central Office, on the CHA website at www.chahousing.org, and also in annual and interim recertification packages sent to residents and HCVP voucher holders. In addition, notices will be included in final eligibility screening notifications to applicants.

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

7. TRAINING

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

8. MONITORING AND RECORDKEEPING

A. CHA-Wide Monitoring

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

The LAC's responsibilities include:

- Monitoring the implementation of the CHA's LAP and updating it annually at the time of Annual Plan Review;
- Meeting with Department Directors to ensure that all departments are in compliance with the requirements for providing language assistance services;
- Assessing annually the "language assistance needs of the CHA" by reviewing data on the provision of language services and the prior year's provision language assistance services and recommending modifications of the plan;
- Monitoring the translation of vital documents;
- Overseeing quality control assessment of language services;
- Establishing of certification procedure to ensure competency of interpreter and translators; and
- Making available a glossary of CHA terminology to authorized bilingual employees, volunteers, and contract vendors for use when translating CHA documents.

A. Departmental Monitoring

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

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

1. Ensure tracking of language assistance services provided by the department as follows: LEP person served, the language, and the type of service and how language service was provided.
2. Work with the LAC to address issues related to language services;

3. Provide information to the LAC to help identify emerging languages and changes in the proportion of existing language groups;
4. Provide LAC with reports on language assistance provided;
5. Identify staff requiring training on the delivery of language services [e.g. new hires, employees new to a department]; and
6. Provide LAC with updated language assistance service needs of the Department.

The language liaison for each Department is set forth below:

Asset Management	Director of Asset Management
Development Department	Director of Development
Executive Department	Executive Director
Finance Department	Chief Financial Officer
Housing Choice Voucher Program	Director of HCVP
Human Resources & Procurement	Director of HR and Procurement
Information Technology	Manager of IT
Public Safety	Chief of Police
Resident Services	Director of Resident Services

9. COMPLAINTS

CHA employees who receive a report, or become aware that a LEP person believes that he/she has not been provided with language assistance services in accordance with this policy, shall report that information to the LAC by way of email at cjohnson@chahousing.org or telephone at 423.752.4828.

10. GRIEVANCE PROCEDURES

A. General

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

The grievance may be communicated orally or in writing within seven days after notification of the CHA's response to the request for language assistance. However, all oral grievances must be reduced to writing and maintained in the CHA's files. In addition, the CHA shall provide assistance

to any individual who requests assistance in filing a grievance, including assistance in reducing the individual's grievance to writing. All grievances shall be dated and time-stamped.

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

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

B. Hearing Date and Notice

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

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

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

C. Pre-hearing Examination of Relevant Documents

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

D. Persons Entitled to be Present

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

The CHA and the grievant may be represented by a lawyer or by a non-lawyer.

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

E. Procedure at the Hearing

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

F. The Decision

iii) Written Decision

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

iv) Effect of a Decision on a Grievance

The decision on a grievance shall be binding between the CHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter that has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. The fact that a person may have failed to grieve a matter shall not affect any such jurisdiction by a

court. As between the CHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

ATTACHMENT C

FAMILY SELF-SUFFICIENCY PROGRAM

ACTION PLAN

1. INTRODUCTION

The Chattanooga Housing Authority ["CHA"] is pleased to have the opportunity to participate in the Family Self-Sufficiency Program ["FSS"] offered by the Department of Housing and Urban Development ["HUD"]. The CHA welcomes the opportunity to encourage and assist clients in increasing earned income, thereby increasing the ability for families to become economically independent. Both the delivery of services and planning will be coordinated with various community resources in an effort to deliver the highest quality available assistance to clients.

The mission of the CHA's FSS Program is to match families participating in the Housing Choice Voucher Program ["HCVP"] and the Low Income Public Housing Program ["LIPH"] with existing community services to achieve economic self-sufficiency and to assist FSS Program Participants in all manners possible that will enable them to become economically self-sufficient.

2. TERMS & DEFINITIONS

Cash Assistance: Monetary assistance as defined by 24 CFR 984.10; cash maintenance payments provided through Federal/State welfare programs.

Client(s): Family and/or individual participating in the FSS Program.

Contract of Participation ("CoP"): A contract [HUD Form 52650] sets forth the principal conditions and terms governing participation in the FSS Program. The contract includes the rights and responsibilities of the parties involved, i.e. the client and the CHA. The contract also defines all goals of the client in the "ITSP" portion of the contract.

Escrow Account: Under the terms of the CoP, clients may have deposits made into an escrow account, operated and maintained by the CHA. Clients may be eligible for deposits into the account under guidelines set forth in the CoP and HUD's FSS Escrow Account Credit Worksheet, HUD Form 52652. There will be one interest bearing Escrow Account established in which each

eligible client, and his/her deposits and calculated interest, will be a sub-line item.

Goal(s): Goal(s) listed within individual client's Individual Training and Service Plan ["ITSP"].

Head of Household: The adult member of client family that is considered head of household for eligibility and rent calculation determinations.

Individual Training and Service Plan: Part of CoP, HUD Form 52650: final and interim goal sheets. A written plan prepared in cooperation with each adult individual, who wishes to participate, in client family that designate personal and professional goals to be accomplished by client before ending date of CoP. The ITSP is part of the CoP.

Participant(s): Persons and/or families that are currently and actively receiving HCVP assistance within the CHA's jurisdiction or families residing in CHA LIPH properties.

Seeking Employment: Actively conducting a job search by sending out resumes, going on job interviews, completing and submitting applications, following through with employment opportunities in general.

Suitable Employment: Employment obtained and maintained by client that will allow independence from cash assistance.

3. FAMILY DEMOGRAPHICS

The CHA no longer has mandatory slots in its FSS Program. With existing staff, the CHA currently has capacity to maintain a program size of 125 to 200 participants in the Housing Choice Voucher Program. With existing staff, the CHA currently has capacity to maintain a program size of 25 to 50 residents in the LIPH Program.

HCVP Overall Program Statistics [As of 8/1/2010]

HCVP Households by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	1021	594	622	431	182	111	2961

HCVP FSS Participant Statistics [As of 8/1/2010]

HCVP FSS Participants by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	12	37	39	32	13	11	144

LIPH Overall Program Statistics [As of 8/1/2010]

LIPH Households by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	1313	546	375	206	79	52	2571

LIPH FSS Participant Statistics [As of 8/1/2010]

LIPH FSS Participants by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	6	4	8	4	0	3	25

4. FSS FAMILY SELECTION PROCEDURES

The CHA shall select FSS clients on a first come first served basis from active HCVP participants and LIPH residents. The CHA will select families in a nondiscriminatory manner without regard to race, color, religion, sex, family status, national origin, sexual orientation or handicap/disability, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended and Executive Order 11063.

The CHA will not discriminate against any potential/current client based on a disability (ies). The CHA will make all reasonable accommodations in order to allow client participation in the FSS Program. Should the CHA be unable to accommodate the client due to undue financial and/or administrative burdens, the CHA will refer the client to other agencies that may be able to better assist the client's needs.

Any person who participated previously in the CHA's FSS Program and was terminated for cause will not be eligible for future FSS participation, and will have

his/her application immediately withdrawn. The person will be notified by mail or withdrawal.

- **Waiting List**

The CHA will give a priority, should current program size be filled, on the FSS waiting list to any eligible participant who ported in to the CHA from another jurisdiction and was actively participating in the FSS Program at the original housing authority. The CHA's FSS Coordinator will contact original FSS Program to ensure that the client was actively participating in program at time the client elected the portability option.

The CHA will maintain a waiting list, should it be necessary, for the FSS Program on a first come, first served basis. An exception to this will only be granted for incoming portability clients as noted above.

- **FSS Program**

Once a participant/resident has applied to the FSS Program, the following procedures will be followed to determine if the client will be eligible to participate in FSS:

The CHA will schedule an appointment with the interested participant/resident, at which time the applicant to the FSS Program will complete an FSS application. At this time the applicant and the CHA staff member shall identify both short term and long term goals for the family.

The CHA may require the applicant to complete some pre-selection tasks to complete. All such tasks relate to breaking through barriers and/or completing the first steps towards the applicant's future goals in order to assess the applicant's motivational level.

Within two to six weeks of the first appointment, the CHA will schedule a second appointment with the applicant to determine the applicant's status. If the applicant has successfully completed the pre-selection tasks, the CHA shall invite the applicant to join the FSS Program, provided a slot is available.

Eligible applicants who have met the criteria above shall be able to join the FSS Program provided that they are active and current HCVP participants/ LIPH residents within the jurisdiction of the CHA and as long as there is a slot available.

5. INCENTIVES

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

Other incentives, such as gift certificates, coupons, free items may be offered to clients for goal completion and financial need as available. There may be times when these types of incentives are not available. The CHA is not obligated to provide any incentives other than the escrow savings account.

6. OUTREACH EFFORTS

The CHA will take measures to educate all participants and residents about the FSS Program. These efforts may include the distribution of informational brochures at the time of lease signing, briefing, recertification, flyers on bulletin boards throughout the CHA's offices, and the distribution of information to social service providers who may be providing services to the CHA's participant/resident population. The CHA may, from time to time, hold meetings to describe the FSS Program and answer questions from potential applicants to the Program.

7. ACTIVITIES AND SUPPORTIVE SERVICES

The CHA shall provide the clients with a packet of information listing local resources, the services that are offered, and addresses and telephone numbers for each resource. The CHA shall make flyers available to all clients at appointments, via telephone request regarding local resources available such as budgeting classes, childcare assistance, and counseling services. The CHA will make available the services of any partner organizations in the community.

The CHA's FSS Coordinator shall work closely with clients to identify needed assistance and make appropriate referrals to individuals/organizations in the community who may assist in the completion of one or more goals.

The FSS Coordinator may also offer other supportive services such as monthly support group meetings, a mentor program, job search materials and notices, resume creation assistance, credit report review and evaluation and information on homeownership opportunities.

8. IDENTIFICATION OF SUPPORT NEEDS

The CHA will take measures to identify the support needs of clients by way of the original application form, the needs assessment during the initial FSS interview, during reexamination, and regularly scheduled appointments. The CHA shall continue to provide referrals to supportive services on an ongoing basis at the

client's request. These services may include transportation, job training, job search, financial assistance, education and any other service needed that the FSS Coordinator may be able to secure on behalf of the client.

9. PROGRAM COMPLETION AND TERMINATION, WITHHOLDING OF SERVICES, GRIEVANCE PROCEDURES

- ***Program Completion***

A client will have successfully completed the FSS Program when all goals listed on the ITSP have been met, the client is working, and the client is no longer on cash assistance. All clients who meet these requirements shall be entitled to receive all escrow monies and any earned interest, less any monies owed to the CHA. A client will also have successfully completed the FSS Program when thirty percent of the client's monthly adjusted income exceeds the fair market rent/flat rent for the number of bedrooms needed by the family and no family member is receiving cash assistance.

- ***Terminations for Cause***

Any client terminated for cause from the FSS Program will not be allowed to participate in the FSS Program at the CHA in the future.

The CHA's FSS Coordinator shall meet with the clients on a semi-annual basis so that the clients may provide verbal and written documentation of progress made in completing their goals. The CHA shall provide written notice of the meetings. If a client misses two such scheduled appointments and fails to reschedule an appointment within a reasonable time, the CHA shall terminate the client's participation in the FSS Program and any escrow monies shall be forfeited.

The FSS Coordinator shall notify any client who consistently fails to complete any goals listed within the individual ITSP in writing. The CHA shall advise the client that he/she will be placed on "probation" for a period not to exceed three months. If the client does not meet the required goals within the probationary period then the CHA may terminate the client from the FSS Program and any escrow monies will be forfeited. The CHA may grant exceptions due to medical reasons.

Termination of participation in the FSS Program may occur for any reasons detailed in the CoP. Any client who is evicted from LIPH or who has HCV Program participation terminated shall be immediately terminated from the FSS Program and any escrow monies shall be forfeited.

- ***Withholding of Services***

All clients must complete activities within dates listed in each ITSP and provide the CHA and HUD with information about the clients' participation in the FSS Program in order to help evaluate the FSS Program. All clients must also abide by terms listed in the Agreement to Succeed that shall be signed and take effect at the time of CoP execution.

All family members in the client's family must comply with the terms of the lease and family obligations if applicable, and become independent of cash assistance and remain so for at least 12 consecutive months before contract expiration.

The client head of household must seek and maintain suitable employment after completion of job training/educational program(s) as listed in the ITSP. The failure of the client to meet these obligations may result in the CHA's withholding of supportive services to the client and/or possible termination from the FSS Program.

- ***Grievance Procedures***

Applicants to and clients of the FSS Program may file a grievance for any decision involving termination from the FSS Program, denial of FSS participation, escrow monies forfeited and withdrawal of FSS Application. Any such grievance will be processed in accordance with the HCVP Administrative Plan and/or Admissions and Continued Occupancy as applicable.

10. ASSURANCE OF NON-INTERFERENCE

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

11. CERTIFICATION OF COORDINATION

The CHA has entered into Memoranda of Agreement with the Tennessee Departments of Human Services and Child Support Services. These agreements provide an understanding that the CHA will work together to coordinate efforts to support self-sufficiency for mutual clients/participants/residents. The CHA and these Departments will work together to target services and resources for families, coordinate and streamline administrative functions to ensure the efficient delivery of services to families.

Through the creation and maturation of the Program Coordinating Committee ["PCC"] the CHA will continue to ensure improved resource referrals and supportive services. At all times possible the PCC shall retain one or more representatives from the following organizations:

- Department of Human Services

- Chattanooga State / GED providers
- Local lenders
- Child care providers
- Credit Counseling Organizations such as CNE and Urban League
- CARTA and other transportation entities
- Career Development Organizations
- Others, as identified

The PCC will meet at least semi-annually to ensure continued involvement and cooperation among all agencies involved. The PCC will be a strong resource in implementing needed resource referral and supportive services to the FSS Program clients.

12. ESCROW ACCOUNTS

The CHA shall manage the escrow accounts in accordance with HUD regulations and in conjunction with the CoP, FSS Escrow Credit Worksheet, CHA's FSS policies and this Action Plan.

The CHA shall allow clients to make interim withdrawals up to and including total amount deposited into the escrow account and interest earned minus any monies owed to the CHA provided that the following terms are met: 1) the reason for withdrawal must be related to completion of educational/job training related goals such as money for tuition, books, manuals, equipment, etc., and 2) the client must provide verification of any money needed, the HCVP/LIPH Director and Executive Director must approve the request, and the check usually should be issued to both the client and/or business that will be accepting the client's payment for the above stated reasons. For services such as car repair, home maintenance, or other similar service, the CHA may require the client to submit three estimates for the service to ensure that the client is receiving the best quality service at the lowest price.

All clients that have successfully completed the FSS Program are eligible to receive their escrow payments. The escrow payment will be the amount deposited into the account on the client's behalf, plus any interest, less any monies owed to the CHA once verification has been obtained that no family member is receiving cash assistance.

All escrow monies forfeited by a client due to CoP termination and/or fraud committed by the client shall be placed back into HAP fund or AMP account maintained by the CHA.

All clients who have any amount of monies deposited into escrow accounts on their behalf shall receive a report of the amount, including any interest earned at least once per year. The CHA will retain accurate records of escrow accounts

and all deposits, withdrawals, interest earned, forfeited amounts and disbursements for each client.

13. CLIENT FRAUD POLICY ESCROW ACCOUNTS

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

14. DEBT POLICY

Any client that is indebted to the CHA must agree to and complete a “Promissory Note” and “Repayment Agreement.” The client must abide by all terms stated within both documents and make regular payments on debt until debt is completely paid off. Repayment of said debt will become a part of the client’s ITSP. Failure by the client to make agreed upon payments will be equivalent to a failure to complete a goal and may result in termination of participation in the FSS Program. Any client that is still indebted to the CHA upon successful completion of all other goals in the ITSP will have all monies owed to the CHA deducted from their escrow monies before disbursement of any funds to client.

Any participant that applies to the FSS Program and is indebted to the CHA at the time of application will be allowed to become a participant provided requirements of participation are met and the client agrees to abide by above stated rules regarding debt.

15. CONTRACT EXTENSION POLICY

Every CoP is originally executed for five years. Some clients may complete their participation before the five-year period ends. However, some clients may need more than five years to successfully complete the FSS Program. A contract may be extended for a period not exceeding two years from the original ending date of contract for the following reasons: 1) in order to allow a client to meet the goal of being twelve months case assistance free; 2) if a client has an involuntary job loss; 3) if a client, or a dependent of the client, has experienced a serious illness or injury that resulted in a delay of client meeting and completing goals listed within the ITSP; and/or 4) if a client has an interruption in their supportive services due to moving (port-ins) and the interruption delays the completion of a goal (i.e. client is in college and needs to take more credits to graduate due to a credit(s) not being transferable due to school policy).

A client must be able to provide verification of one of the above situations in order to qualify for a contract extension.

Appendix 3

HCVP Admin Plan

**ADMINISTRATIVE PLAN FOR THE
HOUSING CHOICE VOUCHER PROGRAM
(SECTION 8)**

**REVISED
OCTOBER 2010**

(APPROVED BY CHA BOARD OF COMMISSIONERS 9/28/09)

THE CHATTANOOGA HOUSING AUTHORITY
801 N. Holtzclaw Ave.
Chattanooga, Tennessee 37404

Table of Contents

<u>Section</u>	<u>Page</u>	
I.	Program Overview	6
	A. Objectives of Housing Choice Voucher Program (Section 8)	7
	B. Statutory and Regulatory Compliance	7
II.	Non-Discrimination and Accessibility	7
	A. Fair Housing	8
	B. Reasonable Accommodation	8
	C. Other Services to Promote Accessibility to Programs	8
III.	Marketing and Outreach	9
	A. Expanding Housing Opportunities	9
	B. Areas of Poverty	9
	C. Areas of Minority Concentration	10
	D. Required Postings	10
IV.	CHA/Owner Responsibility/Obligation of the Family	11
	A. CHA Responsibilities	11
	B. Owner Responsibilities	12
	C. Obligations of the Family	13
V.	Eligibility and Occupancy Policies	18
	A. Family Type	18
	B. Income Eligibility	19
	C. Citizenship/Eligible Immigrant Status	20
	D. Social Security Number Documentation	21
	E. Consent Forms	21
	F. Suitable For Tenancy	22
VI.	Application Intake	22
	A. Outreach to Lower Income Families	23
	B. Opening and Closing of the Waiting List	24
	C. Placement on the Waiting List	24
	D. Organization of Waiting List	24
	E. Families Nearing the Top of the Waiting List	24
	F. Income Targeting	25
	G. Missed Appointments	25
	H. Purging the Waiting List	25
	I. Removal of Applicants from the Waiting List	25
	J. Grounds for Denial	26

Table of Contents

<u>Section</u>		<u>Page</u>
VII.	Selection from the Waiting List	29
	A. Special Admission	30
	B. Waiting List Admission	30
VIII	Selection of Families for Special Section 8	32
	A. Mainstream Vouchers for Persons with Disabilities	32
	B. Project-Based Vouchers for the Elderly and Persons with disabilities	32
	C. Shelter Plus Care Vouchers	32
IX.	Required Eligibility Documents	33
	A. Eligibility Documents	33
	B. Other Required Information for Admission	33
	C. Family Relations Documentation	34
	D. Other Eligibility Criteria and Execution of Consent Forms	34
	E. Removal from the Waiting list	35
X.	Subsidy	36
	A. Subsidy Standards	36
	B. Family Breakup and Remaining Family Members	38
	C. Split Family	39
XI.	Family Briefing and Voucher Issuance	39
	A. Conducting a Briefing Session and Issuing Materials to Voucher Holders	39
	B. Briefing Topics	39
	C. Briefing Packet	40
	D. Issuance of Voucher/Extending Vouchers	41
	E. Request for Tenancy Approval	42
	F. Approval to Lease a Unit	42
	G. CHA Disapproval of Owner	44
XII.	Security Deposit	46
XIII.	Ineligible/Eligible Housing	47
XIV.	Moves with Continued Assistance	47
	A. When a Family may move	48
	B. Portability	50
XV.	Verification	53
	A. Verification Tools	54
	B. Types of Income	54
	C. Using Verification Tools	55
	D. Methods of Verification and Timelines	56
	E. Levels of Verification	57
	F. Verification of Medical Expenses	59
	G. Verification of Citizenship or Eligible Non-citizen status	59
	H. Verification of Social Security Numbers	60
	I. Timing of Verifications	60
XVI.	Compliance Investigations	60
	A. Overpayment of rent by the participant	60

Table of Contents

<u>Section</u>		<u>Page</u>
XVI.	Compliance Investigations (Cont'd)	60
	B. Repayment Agreements	61
	C. Prosecution	62
	D. File Documentation	62
	E. Debts owned to PHAs – listed in EIV	62
XVII.	Rent and Housing Assistance Payments	62
	A. Rent Reasonableness	62
	B. Comparability	63
	C. Maximum Subsidy	64
	D. Setting the Payment Standard	64
	E. Area Exception Rents (if applicable)	65
	F. Assistance and Rent Formulas	66
	G. Utility Allowance	68
	H. Distribution of Housing Assistance Payments	69
	I. Change of Ownership	69
XVIII.	Determination of Family Income	69
	A. Income, Exclusions from Income, Deductions from Income	69
XIX.	Inspection Policies and HQS	78
	A. Types of Inspections	78
	B. Owner and Family Responsibility	80
	C. Exceptions to the HQS Acceptability Criteria	83
	D. Times Frames and Corrections of HQS Fail Items	84
	E. Emergency Fail Items	85
	F. Abatement	86
XX.	Rent Increase Requests	86
XXI.	Terms of Lease	86
XXII.	Term of HAP Contract	87
XXIII.	Owner claims for damages & unpaid rent/participant's ensuing responsibilities	87
	A. Owner claims for pre-October 2, 1995 units	87
	B. Participant responsibilities	88
XXIV.	Recertification	89
	A. Changes in Lease or Rent	89
	B. Annual Recertification	89
	C. Effective date of rent changes for Annual Recertification	90
	D. Missed Appointments	90
	E. Interim Recertification	90
	F. Special Recertification	92
	G. Effective date of rent changes due to Interim or Special re-certifications	93
	H. Retroactive Changes	93
XXV.	Termination of Assistance to Family by CHA	93
XXVI.	Complaints, Informal review for applicants, informal hearings for participants	96

Table of Contents

<u>Section</u>	<u>Page</u>	
XXVI	Complaints, Informal Review for Applicants, Informal Hearings for Participants (Cont'd)	96
	A. Complaints	96
	B. Informal review for applicants	97
	C. Informal hearing for participants	98
XXVII.	Termination of Lease and Contract	102
	A. Termination of Lease	102
	B. Termination of Contract	104
XXVIII	Payment of Monies Owed by the Family to CHA	107
	A. S8 Voucher applicant living in CHA conventional Public Housing	107
	B. S8 Voucher applicant living outside CHA conventional Public Housing	107
	C. Additions to Families	107
	D. Participant in HCVP (S8)	107
XXIX.	Charges against Admin Fee Reserves	108
XXX.	Verification and Privacy of Family Information	108
XXXI.	Project-Based Vouchers – Additional Requirements	108
	A. Owner Proposed Submissions Procedures	108
	B. Site Selection Standards	109
	C. Eligible Projects	112
	D. Ineligible Units	112
	E. Requirements for New or Rehabilitated Housing	113
	F. Environmental Review	115
	G. Project Selection	115
	H. CHA-owned Units	115
	I. Cap on Number of Project-Based Units in Each Building	115
	J. Selection from Waiting List	117
XXXII.	Special Housing Type – Group Home	117
	A. Eligibility	117
	B. Rent and Voucher Assistance	117
	C. Utility Allowance	118
	D. Housing Quality Standards	118
XXXIII.	HCVP Homeownership Program	120
XXXIV	Family Self Sufficiency Program Policy	130
<hr/>		
	Attachment A – Effective Communications Policy	136
	Attachment B – Limited English Proficiency and Language Access Plan	141
	Attachment C – Family Self-Sufficiency Action Plan	149

**ADMINISTRATIVE PLAN FOR THE
HOUSING CHOICE VOUCHER PROGRAM (SECTION 8)**

The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and CHA policy. The Plan covers both admission and continued occupancy for the CHA Housing Choice Voucher Program.

Section I. Program Overview

The Chattanooga Housing Authority (CHA) administers the Housing Choice Voucher Program (Section 8). Effective October 1, 1999, the Quality Housing and Work Responsibility Act merged the Section 8 tenant-based programs into the Housing Choice Voucher (Voucher) Program. Administration of these programs is in compliance with the U.S. Department of Housing and Urban Development (HUD) regulations for each Section 8 Program, as specified in 24 Code of Federal Register (CFR), HUD directives, CHA policy and this Plan. CHA complies with all federal, state and local housing regulations. Definitions of terms used in this Administrative Plan are included in Definition of Terms for Housing Assistance Programs administered by CHA.

A. Objectives of Housing Choice Voucher Program (Section 8)

The objective of the Chattanooga Housing Authority is to provide decent, safe, affordable and sanitary housing to low income Families otherwise unable to obtain adequate housing. The number of Families served is limited only by the funding available through local, state and federal programs, CHA's budget, and the availability of adequate housing.

The Voucher Program (Section 8) provides participating Families with a greater choice of housing opportunities by subsidizing rent payments to private landlords. Through these programs, CHA helps low-income Families obtain quality housing within CHA's geographical jurisdiction. CHA's jurisdiction refers to all cities located in whole or in part in Hamilton County.

Through program administration, CHA will:

1. Ensure Housing Quality Standards are enforced for all units under contract in the Voucher Program (Section 8);
2. Offer all current and future Section 8 Voucher Program Families counseling and referral assistance on the following priority basis:
 - a. all Section 8 Voucher Families residing in a unit that is located in an area within which there is an uncorrected perimeter inspection or a unit in which payment to the Landlord is abated because of a failed inspection, and

-
- b. all other Section 8 Voucher Families;
 - 3. Make every good faith effort to relocate a substantial percentage of its Section 8 Voucher Families into low-poverty and low-minority geographical areas in accordance with the CHA De-concentration Plan.

B. Statutory and Regulatory Compliance

The CHA will comply with all federal and state statutes and regulations as applicable in its administration of the Program addressed by this Plan including, but not limited to, 24 CFR Part 5, 24 CFR 982, 24 CFR 983, the Quality Housing and Work Responsibility Act of 1998 (“QHWRA”), the Privacy Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act (“ADA”), Title VI of the Civil Rights Act of 1964, The Violence Against Women Act of 1994, and regulations promulgated by HUD relating to fair housing and equal opportunity.

Section II. Non-Discrimination and Accessibility

The Plan is designed to ensure that all applicants, voucher holders and landlords involved in the Program are treated fairly, equitably, and in compliance with applicable federal, state, and local laws and regulations.

A. Fair Housing

The CHA shall affirmatively further fair housing in the administration of the Program. [24 CFR 5.105(a), 24 CFR 903.7(o), 24 CFR 982.53]

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, handicap, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to, discrimination under the Program.

To further its commitment to full compliance with applicable civil rights laws, the CHA will provide federal/state/local information to applicants/participants of the Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be available at the CHA Central Office located at 801 N. Holtzclaw Ave., Chattanooga, TN. In addition, all CHA written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The CHA will assist any family that believes it has suffered illegal discrimination by providing copies of the appropriate housing discrimination forms. The CHA will also assist in completing the forms, if requested, and will provide the address of the nearest HUD Office of Fair Housing and Equal Opportunity. [24 CFR 982.304]

B. Reasonable Accommodation

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

The CHA will provide Requests for Reasonable Accommodation Forms at the Section 8 Voucher Program Office lobby for applicants and voucher holders who desire to request an accommodation based on a disability. The CHA will make known the availability of these forms in Pre-certification Meetings, Voucher Issuance meetings, recertification briefings, newsletters and other CHA communications with those involved in the Program.

If the participant requests (as a reasonable accommodation) that he or she be permitted to make physical modifications to their dwelling unit (at their own expense), the request should be made to the property owner/manager. CHA does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible. The CHA will also make auxiliary aids available in accordance with the *Effective Communication Policy* found in Attachment A to this Plan.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

The CHA will appoint a staff member who will be responsible for reviewing all requests for accommodations and for responding in writing to the requestors.

C. Other Services to Promote Accessibility to Programs

When given notice of a need for an interpreter or translator, the CHA will endeavor to have bilingual staff available or access to people who can translate languages other than English in accordance with the *Limited English Proficiency and Language Access Plan* found in Attachment B to this Plan.

The CHA's offices are accessible to persons with disabilities. Accessibility for the hearing impaired is provided by TDD of Bell South. The TDD telephone number is (423) 752-0830.

Persons with disabilities who require a reasonable accommodation in completing an application or other requirement of the Program may call the CHA to make special arrangements.

Section III. Marketing and Outreach

Marketing and outreach efforts are used to provide the local community with awareness of the CHA's various housing programs. The CHA will conduct outreach to the community to create an awareness of the availability of the Program to families of extremely low income, very low income and low income. The CHA shall maintain an adequate application pool, taking into consideration the availability of vouchers through turnover and waiting list characteristics.

The CHA will provide informational materials and/or presentations to prospective participants, prospective landlords, participants, landlords, neighborhood associations, groups, social service agencies and others upon request to provide information about eligibility criteria and other aspects of the Program.

The CHA will seek to reach potential applicants and landlords through advertising in local newspapers, including newspapers that serve minority populations as well as radio and television media when feasible. The Equal Housing Opportunity logo will be used in all advertisements.

The CHA will comply with the income targeting requirements of the QHWRA. Not fewer than 75% of new admissions will have income at or below 30% of the area median income. All other new admissions to the project-based program must be at or below 80% of the area median income. [24 CFR 982.201(b)(2), 24 CFR 983.251(c)(6)]

A. Expanding Housing Opportunities

The CHA encourages owners of units outside areas of poverty or minority concentration to participate in the Program. The CHA has identified locations in its jurisdiction as areas of poverty or minority concentration, based on information obtained from the Federal Register, the Chattanooga Area Chamber of Commerce, the United States Census Bureau and regulations governing the Program found at 24 CFR 982.

B. Areas of Poverty

The CHA has identified "areas of poverty" as the following locations where 40% or more families have a gross income that is at or below poverty level as defined by the U.S. Census Bureau. According to the 2005 American Community Survey from the U.S. Census Bureau, 9.2 percent of Hamilton County, Tennessee families have income below the poverty level.

Location	% Below Poverty Level	Census Tract Number
Erlanger-UTC	56.7	15
West Side	53.7	16
South Broad / Alton Park	61.2	19
South Side	82.8	20
Downtown	47.0	31

C. Areas of Minority Concentration

The CHA has identified “areas of minority concentration” as the following locations where 50% or more families are minorities within the stated zip code.

Location	% Minority	Zip Code
Erlanger-UTC	54.88	37403
Highland Park	66.82	37404
East Chattanooga	82.58	37406
South Broad	88.92	37408
Alton Park	90.81	37410
Brainerd	57.55	37411

The CHA will seek out and educate owners of units outside these areas of poverty or minority concentration by way of semi-annual landlord meetings. CHA representatives will join community organizations such as the Apartment Association, the Realtors Association and conduct other community outreach programs to develop relationships to support this effort to expand housing opportunities.

D. Required Postings

In the lobby of the CHA Central Office Lobby and at the Section 8 Housing Choice Voucher Program Office Lobby, the CHA will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, a statement that the following information is available for review:

1. The Administrative Plan
2. Notice of the status of the waiting list (s) (opened or closed)
3. Address of all CHA offices, office hours, telephone numbers, TDD numbers and hours of operation
4. Income limits for admission to the Program
5. Informal review procedures
6. Utility allowance schedule
7. Fair Housing Poster
8. Equal Opportunity in Employment Poster
9. Any current CHA notice
10. UIV data gathering warning

Section IV. CHA/Owner responsibility/obligation of the family

This Section outlines the responsibilities and obligations of CHA, the Section 8 Owners/Landlords, and the participating families. Also, the responsibilities and obligations of the Owners/Landlords and participating families are in the briefing packet.

A. CHA Responsibilities

CHA will comply with the consolidated ACC, the application, HUD regulations and other requirements, and the CHA Section 8 Housing Choice Voucher Administrative Plan.

In administering the program, CHA will

1. Publish and disseminate information about the availability and nature of housing assistance under the program;
2. Explain the program to owners and families;
3. Seek expanded opportunities for assisted families to locate housing outside areas of low income and minority concentration;
4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of low income and minority concentration. CHA will provide a resource list with owner names that accept rental assistance in non-concentrated areas. CHA will also distribute upon request a list of neighboring housing agencies with names, addresses, and phone numbers.
5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
6. Make efforts to help persons with disabilities find satisfactory housing;
7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher to each selected family, and provide housing information to families selected;
8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
9. Obtain and verify evidence of citizenship and eligible immigration status according to 24 CFR Part 5;
10. Review the family's *Request for Tenancy Approval* and the

owner/landlord lease, including the HUD prescribed tenancy addendum;

11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy.
12. Determine the amount of the housing assistance payment for a family;
13. Determine the maximum rent to the owner and whether the rent is reasonable;
14. Make timely housing assistance payments to an owner according to the HAP contract;
15. Examine family income, size, and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
16. Establish and adjust CHA utility allowance;
17. Administer and enforce the Housing Assistance Payments Contract with an owner, including taking appropriate action as determined by CHA, if the owner defaults (e.g., HQS violation, side agreement, etc.);
18. Determine whether to terminate assistance to a participant family for violation of family obligations;
19. Conduct informal reviews of certain CHA decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain CHA decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits;
22. Administer the mandatory FSS program.

B. Owner Responsibilities

This Section states the obligations of an owner participating in the program.

The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease. The owner is responsible for:

1. Performing all management and rental functions for the assisted unit, including selecting a voucher holder to lease the unit, and

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- deciding if the family is suitable for tenancy of the unit.
 2. Maintaining the unit according to HQS, including performance of ordinary and extraordinary maintenance.
 3. Complying with equal opportunity requirements.
 4. Providing information regarding direct deposit to bank; warranty deed or tax notice; Tax Identification Number or Social Security Number.
 5. Preparing and furnishing to CHA information required under the HAP contract.
 6. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant's contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 7. Enforcing tenant obligations under the lease.
 8. Paying for utilities and services (unless paid by the family under the lease.)

For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.

The owner is responsible for notifying CHA sixty (60) days prior to any rent increase. CHA reserves the right to deny rent increases to landlords based on funding availability or unit condition and rent reasonableness.

C. Obligations of the Family

This Section states the obligations of a participant family under the program.

1. Supplying required information:
 - a. The family must supply any information that CHA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information

includes any requested certification, release, or other documentation.

- b. The family must supply any information requested by CHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition according to HUD requirements.
- c. The family must disclose and verify Social Security numbers for all household members and must sign and submit consent forms for obtaining information.
- d. Any information supplied by the family must be true and complete.
- e. The family must report any changes in income, benefits, and family composition within 10 days of the occurrence. In addition, once a dependant in the household turns 18, the family must report this and any income for that household member within 10 days of the dependant turning 18.

2. HQS breach caused by the Family

- a. The family is responsible for any HQS breach caused by the family or its guests.

3. Allowing CHA Inspection

- a. The family must allow CHA to inspect the unit at reasonable times and after at least two (2) days notice. If the family misses the scheduled inspection and fails to reschedule the inspection, CHA will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family calls to dispute the termination, one more chance will be given and the family will be obligated to sign a statement of understanding stating if they ever miss another appointment for inspection, they may lose their assistance.

4. Violation of Lease

- a. The family may not commit any serious or repeated violation of the lease. A family who causes \$500 in damages to a unit or commits serious or repeated violations of the lease may be terminated from the CHA Section 8 Housing Choice Voucher Program(s) and will be ineligible

for CHA assisted housing for three years from the date of termination. After three years, the family must demonstrate they have lived in the community without damaging property or eviction for serious or repeated violations of a lease to establish eligibility for CHA assisted housing.

- b. The proof of the \$500 in damages will be derived from an itemized list of damages that coincides with paid receipts, pictures, and/or court documentation provided by the property owner. The damage documentation must be provided within 60 days of move-out. During court negotiations, the family's assistance will not be terminated. After the final outcome is determined and it is determined the family owes more than \$500 in damages, the family assistance will be terminated.
- c. If the family receives an agreement through the court procedure to repay the owner for damages, the family assistance will not be terminated. If the family defaults on the repay agreement through the courts and the owner provides documentation of default, the assistance will be terminated at that time.
- d. If there are no court negotiations necessary to determine damages and the family and owner negotiate a repay agreement, the family assistance will not be terminated; however, if the family defaults and the owner can provide documentation of default, the family assistance will terminate at that time.
- e. A family who is evicted more than once for non-payment of rent or other serious or repeated violations of the lease may be terminated from the program. However, if the family pays the owner for the back rent within thirty (30) days of the eviction notice, the assistance will not be terminated. However, if terminated, the family will be ineligible for CHA assisted housing for three years from the date of termination. After three years, to establish eligibility for CHA assisted housing, the family must demonstrate they have lived in the community without eviction for non-payment of rent or other serious or repeated violations of the lease.

5. Family Notice of Move or Lease Termination

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- a. The family must notify CHA and the owner before the family moves out of the unit or terminates the lease by a notice to the owner.
6. Owner Eviction Notice
 - a. The family must promptly give CHA a copy of any owner eviction notice it receives.
 7. Use and Occupancy of the Unit
 - a. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
 - b. CHA must approve the composition of the assisted family residing in the unit. The family must promptly inform CHA of the birth, adoption or court-awarded custody of a child. The family must request approval from CHA to add any other family member (family is defined as a group of people related by blood, marriage, adoption, or affinity that live together in a stable family relationship) as an occupant of the unit. No other person (i.e., no one but members of the assisted family) may reside in the unit (except for a foster child/foster adult, or live-in aide as provided in paragraph (4) of this Section).
 - c. The family must promptly notify CHA if any family member no longer resides in the unit.
 - d. If CHA has given approval, a foster child/foster adult, or a live-in aide may reside in the unit.
 - e. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must have approval of the owner, comply with zoning requirements, and the affected household member must obtain all appropriate licenses.
 - f. The family must not sublease the unit.
 - g. The family must not assign the lease or transfer the unit.
 8. Absence from the Unit

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- a. The family must supply any information or certification requested by CHA to verify that the family is living in the unit, or relating to family absence from the unit, including any CHA requested information or certification on the purposes of family absences. The family must cooperate with CHA for this purpose. The family must promptly notify CHA of its absence from the unit for more than seven (7) days.
 - b. Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from CHA for absences exceeding 30 days. CHA will make a determination within five (5) business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program. If there are extenuating circumstances, the PHA will review them on a case-by-case basis.
 - c. Authorized absences may include, but are not limited to:
 - Prolonged hospitalization
 - Absences beyond the control of the family (i.e., death in the family, other family member illness)
 - Other absences that are deemed necessary by CHA
 - Military personnel being deployed

9. Interest in the Unit

- a. The family may not own or have any interests in the unit (except for owners of manufactured housing renting the manufactured home space).

10. Fraud and Other Program Violation

- a. The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

11. Crime by Family Members

- a. The members of the family may not engage in drug-related or violent criminal activity.

12. Other Housing Assistance

- a. An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state, or local housing assistance program.

Section V. Eligibility and Occupancy Policies

There are five eligibility requirements for admission to Section 8 -- qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet CHA screening criteria to be admitted to the Section 8 Housing Choice Voucher Program.

A. Family type

1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption, or affinity that lives together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for purposes of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is
 - a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides
3. A **near-elderly family** (if applicable), which is

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- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons who are at least 50 years of age but below the age of 62 living together; or
 - c. One or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
4. A **disabled family**, which is
- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A **displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
6. A **remaining member of a tenant family** is a family member who remains in the unit when other members of the family no longer reside in the unit and are removed from the lease.
7. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Income Eligibility

1. A Family is eligible for assistance under the Housing Choice Voucher Program (Section 8), according to 24 CFR, Part 5, if, at the time they initially received assistance under the Section 8 Voucher Program, the Family:
 - a. has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months; or
 - b. qualifies as a Very Low-Income Family (including Extremely Low) under HUD's approved Income Limits; or
 - c. qualifies as a Lower Income Family (other than Very Low-

Income) and is displaced by Rental Rehabilitation or Development activities assisted under Section 17 of the 1937 Act (42 U.S.C.), or as a result of activities under the Rental Rehabilitation Demonstration Program; or

d. qualifies as a Moderate-Income Family and is displaced while living in housing covered by the Low-Income Housing Preservation and Resident Homeownership Act of 1990.

2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within CHA jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into CHA's jurisdiction under portability and have not used their voucher to receive assistance at their initial housing agency must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into CHA jurisdiction under portability and are already program participants at their initial housing agency do not have to meet the income eligibility requirement for CHA's program.
6. Income limit restrictions do not apply to families transferring units within CHA's Section 8 Housing Choice Voucher Program.

C. Citizenship/Eligible Immigrant status

To be eligible, each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

Family eligibility for assistance:

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 11.5(F) for calculating rents under the non-citizen rule).

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3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

Prior to admission to the Section 8 Housing Choice Voucher Program , each family member must provide verification of their Social Security number. If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the member may submit other documentation of the number. CHA will allow ten (10) working days from the date of application for the applicant to provide a Social Security card or verification of the Social Security number from Social Security Administration. The application will retain its position on the waiting list while the required documentation is being obtained. If the documentation is not provided within the allotted time, the application will be denied.

New family members must provide verification prior to being added to the lease. Verification of the Social Security number will be obtained only once.

E. Consent Forms

1. To be eligible, each member of the family who is at least 18 years of age, and each family head and spouse, regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD and CHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or CHA to verify, with previous or current employers, income information pertinent to the family's eligibility for, or level of, assistance;
 - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
 - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for tenancy

CHA determines eligibility for participation and will also conduct criminal background investigation on all adult household members, including live-in aides. CHA will deny assistance to a family because of drug-related or violent criminal activity by family members. This investigation will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, CHA may contact law enforcement agencies where the individual had lived or request an investigation through the FBI's National Crime Information Center (NCIC).

CHA will ban for life any family member who has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property.

CHA will check with the federal sex offender registration program and will ban for life any individual who is registered as a lifetime sex offender.

Additional screening is the responsibility of the owner. Upon the request of an owner/perspective owner, CHA will provide any factual information or third party written information it has relevant to a voucher holder's history of, or ability to, comply with material standard lease terms or any history of drug trafficking.

If an applicant previously abandoned a unit, they must prove they have not abandoned another unit in the last two (2) years.

Section VI. Application Intake

The CHA will provide public notice in advance of opening a waiting list to ensure that families are aware that they may apply for tenant-based and/or project-based assistance. The CHA will publish the notice in the Chattanooga Times Free Press, in available minority media of general circulation, and on local radio stations. The CHA will also provide written notice in the lobbies of the CHA Central Office and the Housing Choice Voucher Program (Section 8) Office. The notice shall state where and when to apply and will set forth any limitations on who may apply for the available vouchers. [24 CFR 982.206]

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for the Section 8 Housing Choice Voucher Program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

The CHA will determine the method that will be used for the opening of a waiting list. The CHA may elect to accept applications on a first come, first served basis. In such case, the CHA

will date and time stamp an application upon receipt by the Housing Choice Voucher Program (Section 8) Office.

As an alternative, the CHA may elect to use a lottery system for the issuance of vouchers. The Executive Director or his designee is responsible for the determination of whether and when a lottery system will be used. In the event that the CHA elects to adopt and use a lottery system for the selection of applicants, the date and time of application will not apply, as said selection will be superseded by the lottery selection.

In the event that the CHA elects to use a lottery system, this intention will be declared and publicized in the CHA's advertisement of the upcoming opening of the waiting list(s). The CHA will accept the lottery form that contains only name, address and phone number of the applicant. Once the process is closed, a specified number of lottery winners will be chosen randomly. Those winners will be numbered in the way they are chosen. They will be invited to come in to complete a full waiting list application and will then be placed on the waiting list in order of lottery draw and preference if claimed. Those applicant forms that are not chosen in the lottery draw will be maintained and used when another draw is necessary. If there are still applicants forms that have not been drawn by December 31, 2011, those applications will be disposed of and they will have to complete the lottery form again when the CHA opens the waiting list for another lottery.

A. Outreach to Lower Income Families

CHA will engage in outreach efforts directed toward potential Applicants, including Families that do not generally apply for assisted housing. CHA will conduct outreach on a continuous basis using the following marketing methods:

1. Use the Chattanooga Times Free Press newspaper, local minority papers and local radio stations to advise the public of available housing opportunities;
2. Publish brochures, leaflets and/or handouts describing CHA's available housing assistance and make these publications available to the public;
3. Contact community groups/organizations and neighborhood papers to promote available housing programs;
4. Hold outreach meetings and seminars in neighborhoods where Hispanic, white and Asian populations predominate (Hispanic and Southeast Asian populations are less likely to apply for CHA housing assistance); and
5. Designate a day for taking applications from Persons who are Elderly, Handicapped or Disabled. As a reasonable accommodation for Persons with a Disability or Handicap, CHA may take applications at alternate sites.

B. Opening and Closing of the Waiting List

If the CHA determines that the existing waiting list contains an adequate pool for use of available program funding, the CHA may stop accepting new applications or may accept only applications meeting criteria adopted by the CHA. [24 CFR 982.206I]

Opening of the waiting list for all applicants or only for applicants meeting specific criteria can be at the discretion of and with approval by the Executive Director.

C. Placement on the Waiting List

The application process requires the family to provide information about all household members including name, address, telephone number, composition, Social Security number, picture identification for all adult household members, racial or ethnic designation, income verification, citizenship/eligible immigrant information, and information establishing any preferences to which the family may be entitled.

Upon receipt of the family's application, CHA will make a preliminary determination of eligibility. If CHA determines the family to be ineligible, CHA will notify the family and state the reason(s). CHA will offer the family the opportunity for an informal review of the determination.

An applicant may at any time report changes in their applicant status, including changes in family composition, income, or preference factors. CHA will annotate the applicant's file and will update their place on the waiting list if applicable.

CHA will ensure that verification of all preferences, eligibility, suitability selection factors are current to determine the family's final eligibility for admission into the Section 8 Housing Choice Voucher Program.

D. Organization of the Waiting List

The waiting list will be maintained according to the following guidelines:

1. The application will be a permanent file;
2. All applications will be maintained in one central pool in order of:
 - a. Preference
 - b. Lottery Draw Number

Note: The waiting list cannot be maintained by bedroom size under current HUD regulations.

E. Families Nearing the Top of the Waiting List

When CHA has vouchers available and is prepared to offer the vouchers to eligible

applicants, the family whose application is more than two months old must update household composition, preferences, and income. CHA will re-verify the family's eligibility. If the family is no longer eligible for the Section 8 Housing Choice Voucher Program, CHA must notify the family in writing of this determination and give the family the opportunity for an informal review.

F. Income Targeting

CHA may pull applicants out of order of preference and Lottery Draw Number to meet HUD Income Targeting requirements.

G. Missed Appointments

All applicants who fail to keep a scheduled appointment according to the paragraph below will be sent a notice of denial.

CHA will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists, CHA will work closely with the family to find a more suitable time. Any applicant whose name is being removed from the waiting list will be notified by CHA, in writing, that they have ten (10) working days from the date of the written correspondence to request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified.

Applicants will be offered the right to an informal review before being removed from the waiting list.

H. Purging the Waiting List

CHA will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents interested families. Purging also enables CHA to update the information regarding address, family composition, income category, and preferences.

I. Removal of Applicants from the Waiting List

CHA will not remove an applicant's name from the waiting list unless:

1. The applicant requests that the name be removed;
2. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program or misses scheduled appointments; or

-
3. The applicant does not meet either the eligibility or screening criteria for the program.

J. Grounds for Denial

In accordance with 24 CFR.982.553 and FR-4495-F-02, Screening and Eviction for Drug Abuse and Other Criminal Activity published May 24, 2001, CHA will conduct criminal background checks on all new Applicants for a period of five (5) years prior to the application date. CHA may use the services of a contractor to conduct residency research outside the state of Tennessee. CHA will use the following standards to deny admission to the Section 8 Housing Choice Voucher Program.

1. Drug-Related Eviction

CHA will review residential history to determine if the Family has lived in federally assisted housing, and deny admission if any Family member was evicted from a federally assisted housing unit within three (3) years of the application date. An exception may be made if the member responsible for the eviction is no longer a member of the household due to imprisonment or death.

2. Illegal Drug Use

CHA will deny admission to any Family if there is reason to believe that a Family member uses or sells any illegal drugs; or that a member's use of drugs will threaten other residents, cause damage to property, or generate police activity on or near the premises.

3. Drug-Related Criminal Activity

Regardless of whether a Family member was arrested or convicted, if the preponderance of evidence indicates that the member engaged in the manufacture, sale or distribution of illegal drugs for a period of ten (10) years prior to the application date, admission may be denied.

Regardless of whether a Family member was arrested or convicted, if the preponderance of evidence indicates that the member engaged in the use and possession of illegal drugs for a period of five (5) years prior to the application date, admission may be denied. If evidence can be provided that the Family member has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully, the CHA may consider the Family for admission to the Section 8 Housing Choice Voucher Program. [24 CFR 982.552I(2)(iii)]

4. Conviction for Methamphetamine Production

CHA will permanently deny admission if any Family member has been convicted for the manufacture of Methamphetamine on the premises of a federally assisted unit.

5. Sex Offenders

CHA will use the services of state and private agencies to check state registers for each state that the Family resided to ensure that no registered sex offenders are admitted to the program.

6. Alcohol Abuse

CHA may deny admission if there is reason to believe that any Family member has a pattern of abusing alcohol to the extent that it is a threat to other residents, will cause property damage, or generate police activity on or near the premises.

7. Violent Criminal Activity

Regardless of whether a Family member was arrested or convicted, if the preponderance of evidence indicates that the member engaged in any of the listed criminal acts, admission may be denied:

- a. Crime involving extreme physical force, such as forcible rape, murder, armed robbery, assault and battery through use of a weapon; or
- b. An activity involving the use of weapons against persons or property, such as armed robbery.

8. Other Crimes that Threaten the Health and Safety of Others

The following crimes are considered crimes of violence and commitment of such by a Family member is grounds for denial of admission:

- a. Voluntary manslaughter
- b. Kidnapping
- c. Mayhem
- d. Burglary
- e. Arson

f. Terrorist threats

g. Assault

9. Pattern of Negative Rental History

CHA may elect to conduct rental history checks for new Applicants. A negative rental history may prevent eligibility for the Section 8 Voucher Program if the Family has a history of violating the lease or disturbing the peaceful enjoyment of the premises. Information obtained from the rental history check may be shared with the potential landlord.

10. Public Housing Residents and Former Program Participants

Applicants transferring from CHA's public housing developments will be screened the same as new Applicants to the Section 8 Voucher Program. The record of former Section 8 Voucher participants will be researched for possible program violations. The following violations are grounds for denial of admission:

a. While participating in the Section 8 Voucher Program the Family must not have violated any Family Obligation, as set forth in 24 CFR 982.551 as amended. An exception may be granted by CHA if the Family member who violated the Family Obligation is not a current member of the household on the application.

b. No Family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last five (5) years.

c. The Family must have paid in full any outstanding debt owed CHA or another housing authority as a result of prior participation in any federal housing program.

d. Families entering the Section 8 Voucher Program from CHA conventional housing programs must be in good standing under the terms of the CHA lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.

e. No Family member may have been evicted from public housing for non-payment of rent during the past twenty-four (24) months.

f. No Family member may have engaged in or threatened

abusive or violent behavior toward CHA personnel during the past sixty (60) months.

11. Notification of Ineligibility

CHA will notify all Applicants determined to be ineligible for assistance. Applicants will be notified in writing of the reason(s) for the determination. The letter will notify the Applicants of the right to request an Informal Review of the determination. All requests for Informal Reviews must be requested within fifteen (15) calendar days of the notification letter.

12. Informal Review

Applicants who refute a denial for admission to CHA housing programs will have the opportunity to present information and evidence to the Director of the Housing Choice Voucher Program in an Informal Review. The decision of the Director or his designee will be final.

If the Director or his designee determines that the Applicant is eligible, the Family's name will be placed on the Section 8 Voucher Program Waiting List without loss of position during the period of ineligibility, or issued a Voucher, whichever is appropriate. If that number/position on the waiting list has already been pulled for processing, the family will be placed at the top of the list to be pulled next.

If after conducting a review CHA determines that the Applicant is ineligible, staff will notify the Applicant in writing. This procedure does not prevent the Applicant from exercising his/her other rights if the Applicant believes he/she is being discriminated against on the basis of race, color, national origin, religion, sex, handicap, familial status or age. A copy of the application, the notification letters, the Applicants' response (if any), the record of any Informal Reviews and a statement of the final disposition will be maintained by CHA for a period of three (3) years. CHA shall notify the Applicant of his/her ineligibility and shall provide the Applicant an opportunity to dispute the accuracy and relevance of the record. A copy of the criminal record will be provided upon request.

Section VIII. Selection from the Waiting List

Applicants will be selected to receive Section 8 rental assistance either as a special admission or as a waiting list admission.

A. Special Admission

Special admission is a non-waiting list admission relative to HUD awards of program funding targeted to families living in specified units. Examples of program funding that may be targeted for special admission include, but are not limited to:

1. A family displaced because of demolition, disposition or rehabilitation of a public housing development, for example by a HOPE VI project;
2. A family residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;
3. A non-purchasing family residing in a project subject to a home ownership program;
4. A family residing in a project covered by a project-based Section 8 Housing Assistance Payment (HAP) contract at or near the end of the HAP contract term; and
5. An applicant in need of victim witness protection

A special admission permits selecting a family for assistance that is not on the Section 8 waiting list or without considering the family's waiting list position. Records are maintained that show that the family was selected for HUD-targeted assistance.

B. Waiting List Admission

Except for special admissions, participants must be selected from the Section 8 waiting list. CHA will select families from the waiting list based on the following:

1. Date and Time of Waiting list application (if applications are taken based on date and time)
2. Number order of lottery draw (if applications are taken through a lottery system).
3. Preference within either of the 2 listed above.
 - a. Working Preference -
An applicant household where the Head of Household, spouse or sole member of the household is considered working in a full-time capacity, part-time capacity, enrolled in an approved job training program, elderly, or disabled in accordance with the following provisions:

1. Employment

The Head of Household or spouse must work for wages, commissions, or other consideration of value and demonstrate full-time or part-time employment prior to the date of placement on the waiting list. It must be apparent that the full-time or part-time

employment is of a continuous, as opposed to a temporary nature, and the Head of Household must anticipate such continuous employment after the date of placement. Self-employed individuals may qualify for this selection preference if the Head of Household or spouse is able to demonstrate full-time or part-time self-employment prior to the date of placement; or

a. Documentation of Employment

Families must document on the pre-application the source and amount of income received for all household members, and submit copies of documents to support the income.

b. Verification of Employment

CHA will use third-party written (and online) verification sources of all information provided by the family to determine eligibility for the preference. Verifications that conflict with information provided on the application may disqualify the preference.

2. Approved Job Training Program

Head of Household or spouse who is participating in or enrolled to participate in a training, education or employment program funded by HUD, Workforce Investment Board, or any other Federal, State, or local organization, provided that the program's primary purpose is to prepare low and very low-income individuals for economic independence. Such participation must be verified, in writing, by the training, education, or employment provider.

3. Elderly and Disabled

The Working Family Preference is also extended equally to all elderly families and all families whose head or spouse meets HUD's definition of persons with disabilities. [24 CFR 5.403

a. Documentation of Disability

Families eligible to receive the working preference based on a disability must meet the HUD definition of a disability as defined in 24 CFR 5.403. To qualify as a disabled family the disabled member must be the Head of Household, spouse or Co-Head. Families must provide documentation to support the disability claim.

A final determination of eligibility is made when the Applicant's name is selected from the waiting list, and the income and family composition is verified using online and third-party methods. At that time, the Family's total household income may not exceed the current HUD Income Limits for the family size.

In accordance with Income Targeting requirements, seventy-five percent (75%) of the new admissions to the Section 8 Voucher Program must have incomes at or below 30% of the area median income (extremely low-income). CHA verifies the income of Families when they reach the top of the Waiting List to ensure that the Family's income is in the Extremely Low category.

Applicants are selected from the waiting list and sent an appointment letter to the address given at time of application, unless the applicant has updated their address with the Program. This letter will provide a date and time to appear for final eligibility in accordance with the application date and time.

Section VIII. Selection of Families for Special Section 8 Housing Choice Voucher Programs

CHA operates special Section 8 Voucher Programs under special allocations and regulations provided specifically for each program. Applicants may be admitted for participation in special programs without being on the Section 8 Voucher Program Waiting List; or if the Applicant is on the Section 8 Voucher Program Waiting List, and eligible for selection for a special program, he/she may be selected before other Applicants. Applicants are admitted as a special admission when HUD awards funding that is targeted for specific types of Families.

The programs are outlined below.

A. Mainstream Vouchers for Persons with Disabilities

Participants in the Mainstream Housing for Persons with Disabilities Program are Persons with Disabilities who have moved out of one of CHA's elderly high rises, or Applicants on the Section 8 Voucher Program Waiting List who have a disability. Following admittance into the Housing Choice Voucher Program (Section 8), participants follow all Section 8 Voucher Program rules and regulations.

B. Project-Based Vouchers for the Elderly and Persons with Disabilities

Participants in the Project-Based Voucher for Persons with Disabilities Program agree to move into units designated for this program. The housing assistance is tied to the unit for the period of the contract; however, the CHA will issue a mobile voucher to heads of household who reside in the project-based unit for one year and who are residents in good standing. This program is covered in full in the Administrative Plan for the Section 8 Voucher Program Assistance Attached to Units (Project-Based Voucher Assistance).

C. Shelter Plus Care & SRO

Participants in the Shelter Plus Care Programs and the SRO Program through The Partnership must meet the requirements set forth in those grants. They must follow all rules and regulations of the Section 8 Voucher Program with the exception of the following:

1. Minimum Rent does not apply;
2. Those with a criminal history are considered for admission on a case-by-case basis and may not be denied depending on the wrap around services they are receiving.

Section IX. Required Eligibility Documents

CHA will provide housing assistance to United States citizens and eligible immigrants only. A household with only one eligible member is considered a Mixed Family, and assistance will be provided for the eligible member only, although the non-citizens may reside in the household.

A. Eligibility Documentation

The Family must provide the following documents for each member as evidence of citizenship:

1. United States Citizens
 - A written and signed Declaration by each family member; and
 - A birth certificate; or
 - A United States passport; or
 - A Naturalization Certificate or proof of naturalization; or
2. Eligible Immigrants
 - A written and signed Declaration by each family member; and
 - One of the documents described in the form "Acceptable INS Documents, including a Resident Alien Card; and
 - A signed Verification Consent Form

B. Other Required Information for Admission

All Applicants must sign HUD's Authorization to Release Information and disclose the social security number for each Family member. [24 CFR 5.216]

If at the end of a 60-day period, a Family member cannot provide the original Social Security card issued by the Social Security Administration, CHA will accept photo identification and one or more of the following documents:

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1. A driver's license with the social security number
 2. Identification card issued by a federal, state or local agency
 3. Identification card issued by an employer
 4. Internal Revenue Form 1099
 5. Benefit award letter from a government agency.

C. Family Relations Documentation

CHA considers a Family to be made up of a group of individuals who intend to share common resources. [24 CFR 982.551] A Declaration of Household statement must be provided or signed. Any discrepancies or changes in reported household composition shall be verified by providing one or more of the following:

1. Birth Certificate
2. Certificate of birth issued by a physician, midwife, or hospital
3. Guardianship papers issued by a judiciary
4. Benefit Award Letter on behalf of a minor or disabled adult
5. Divorce decree
6. School records for minors

D. Other Eligibility Criteria and Execution of Consent Forms

Applicants must meet or exceed the following additional eligibility requirements. Each member of the family who is at least 18 years of age shall sign one or more consent forms, 16 years of age for the criminal background check.. The consent form(s) must contain, at a minimum, the following:

1. SWICA Authorization

A provision authorizing HUD or CHA to obtain from State Wage Information Collection Agencies (SWICAs) any information or material necessary to complete or verify the application for participation or for eligibility for continued occupancy;

2. Employer Authorization

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

3. IRS and SSA Authorization

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

4. Criminal History Authorization

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

5. Expiration Statement

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

E. Removal from the Waiting List

Applicants who do not meet the basic eligibility requirements below at the time of selection from the waiting list will be removed from the list.

1. Income

The gross annual household income must not exceed the HUD-determined Income Limits for the Family size.

2. Eligible Family Member

At least one Family member must be a U.S. Citizen or Eligible Immigrant

3. Criminal Background Screening

All family members age Sixteen (16) and over will receive criminal history reviews.

4. The Head of Household is responsible for providing required documents within the sixty-day (60-day) allowed period.

Section X. Subsidy

The CHA thoroughly screens each individual applicant in accordance with HUD regulations and sound management practices to determine whether an applicant is both eligible and suitable for the Program. To demonstrate eligibility, an applicant must satisfy five separate eligibility requirements and show that he/she: (i) qualifies as a family, (ii) has income within the appropriate income limits, (iii) meets citizenship/eligible immigration criteria, (iv) provides documentation of Social Security numbers, and (v) meets or exceeds the eligibility and suitability selection criteria as described in 24 CFR 982.201.

CHA will determine the Family bedroom size and family contribution to rent in accordance with 24 CFR Subpart E and Subpart G, using third party, independent verification. Only the Housing Choice Voucher Program staff may change the subsidy size at annual recertification.

A. Subsidy Standards

An eligible Family is determined based upon the members included on the original application and personally identified at the eligibility interview. All members must appear in person with photo identification if 18 years or older. Members that are not identified will not be considered as a member of the assisted household.

Once the Family composition has been determined, any change in household composition must be reported to and approved by CHA prior to admission. [24 CFR 982.551(h)] Additions due to birth, adoption or court-awarded custody must be reported to CHA upon entering the household.

CHA will issue a voucher for a particular bedroom size – the bedroom size is a factor in determining the family’s level of assistance. The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons Minimum	Number of Persons Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

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

Bedroom size will also be determined using the following guidelines:

1. No more than two (2) persons will occupy a bedroom.
2. Beginning with annual re-certifications effective 8/1/2010 forward, a bedroom will be allowed for members of the opposite sex five (5) years and older with the exception of husband and wife.
3. Beginning with annual re-certifications effective 1/1/07 forward, a single Head of Household will share a room with a child under age two (2).
4. Other than the Head of Household, two (2) same sex persons will share a bedroom, up to the age of eighteen (18).
5. A bedroom will be allocated for an approved live-in-aide to provide continuous medical assistance to an elderly or disabled Family member. The additional bedroom is only allocated for the live-in-aide – this does not include any dependants of that live-in-aide.
6. A foster child will be considered in determining unit size only if he/she will be in the unit for more than twelve (12) months.
7. Children removed from the household and placed in foster care must anticipate returning within six (6) months.
8. Exception to the above standards may be granted if reasonable accommodation is deemed necessary.
9. A child who resides in the unit at least 50% of the time, due to a change in custody, will be considered when determining voucher size.
10. Exceptions to voucher size if a change will occur within 2 months of the annual re-certification date:
 - a. if a child will turn 2 or 5 within 2 months of the annual re-certification date;
 - b. if a child will turn 18 within 2 months of the annual re-certification date;
 - c. if the due date for a new baby is within 2 months of the annual

re-certification date

CHA will grant exceptions to normal occupancy standards when a family requests a larger bedroom-size voucher than the guidelines allow and documents a medical reason why the larger size is necessary.

The family unit size will be determined by CHA according to the above guidelines and will determine the maximum subsidy for the family; however the family may select a unit that may be larger or smaller than the family unit size allocated. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family's voucher size will determine the maximum subsidy.

For families residing in units which are assisted with project-based vouchers, if CHA determines that the family is occupying a:

- a. wrong-sized unit, or
- b. unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, then CHA will notify the family and the owner of this determination, and CHA will make an offer of continued assistance for the family, in the form of:
 1. project-based voucher assistance in an appropriate-size unit (in the same or a different development); or
 2. other project-based housing assistance (e.g. by occupancy of a public housing unit); or
 3. tenant-based rental assistance under the voucher program; or
 4. other comparable public or private tenant-based assistance (e.g., under the HOME program).

If CHA offers the family the opportunity to receive tenant-based rental assistance under the voucher program, CHA will terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's voucher (including any extension granted by CHA). If CHA offers the family the opportunity for another form of continued housing assistance (not in the tenant-based voucher program), and the family does not accept the offer, does not move out of the project-based voucher unit within a reasonable time as determined by CHA, or both, CHA will terminate the housing assistance payments for the wrong-sized or accessible unit, at the expiration of a reasonable period as determined by CHA.

B. Family Breakup and Remaining Family Member

Under certain circumstances the original Family composition may alter due to the Head of Household leaving the household; or a breakup of a husband and wife with minor children.

If the Head of Household dies, and there is another adult Family member, the voucher assistance will pass to the Remaining Member, providing they meet eligibility requirements, who may then become the Head of Household. Another client number will be issued to the new Head for tracking purposes.

If there is not a remaining Family member who is already a member of that household and who has the legal capacity to enter into a lease under state and local law, the voucher assistance will terminate the month of the death or abandonment.

C. Split Family

In cases of divorce or separation under a settlement or judicial decree, CHA will follow a court's ruling in determining which Family members continue to receive Section 8 Voucher Program assistance. Also of consideration will be:

1. The interest of any minor children, or ill, elderly or disabled Family members; and
2. whether Family members are forced to leave a unit as a result of actual or threatened physical violence against Family members by a spouse or other Family members of the household; and
3. who retains custody of the minor children, and provides housing for 51% or more of the time.

Section XI. Family Briefing and Voucher Issuance

All Families who are entering the Section 8 Voucher Program for the first time; and Porting Families entering CHA's jurisdiction will be briefed on the program regulations and CHA's policies. For Porting Family program participants, the briefing requirement shall not in any way impede the leasing process or placement.

A. Conducting a Briefing Session and Issuing Materials to Voucher Holders

Applicants and Porting Families are allowed two (2) appointments to attend a briefing session. Any Applicant who does not attend one of the two sessions will be denied assistance. Briefings are normally conducted as group sessions. When necessary, staff members will conduct individual briefings to accommodate the needs of the homebound or Persons with Disabilities. All new Section 8 Voucher Program Families are briefed in accordance with 24 CFR 982.301, as amended.

Fair Housing and social service organizations may provide presentations at the briefings with prior approval of the Director.

B. Briefing Topics:

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1. A description of how the program works;
 2. Family and owner responsibilities;
 3. Where the family may rent a unit, including inside and outside the CHA's jurisdiction;
 4. Types of eligible housing;
 5. For families qualified to lease a unit outside of CHA's jurisdiction under portability, an explanation of how portability works;
 6. An explanation of the advantages of living in an area that does not have a high concentration of poor families;
 7. An explanation of the family's affordability rate
 8. Specifications of any local obligations for Welfare-to-Work Voucher recipients

C. Briefing Packet

During the briefing, the CHA will provide the family with a packet of information on the following topics:

1. The term of the voucher and the CHA's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
2. How the CHA determines the housing assistance payment and total tenant payment for the family;
3. Information on the payment standard, exception payment standard rent areas (if applicable), and the utility allowance schedule;
4. How the CHA determines the maximum rent for an assisted unit;
5. Where the family may lease a unit. For families qualified to lease outside the CHA's jurisdiction, the packet must include an explanation of how portability works;
6. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;
7. The Request for Tenancy Approval Form and an explanation of how to

request CHA's approval of a unit;

8. A statement of the CHA's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing the CHA to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, the CHA will also supply any factual information or third party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug-trafficking by a family member;
9. The CHA's subsidy standards, including when the CHA will consider granting exceptions to the standards;
10. The HUD brochure on how to select a unit ("A Good Place to Live");
11. The HUD-required lead-based paint brochure;
12. Information on federal, state, and local equal opportunity laws; the brochure "Fair Housing: It's Your Right;" and a copy of the housing discrimination complaint form;
13. A list of landlords, or other parties known to CHA, who may be willing to lease a unit to the family or help the family find a unit;
14. The family's obligations under the program;
15. The grounds upon which CHA may terminate assistance because of the family's action or inaction;

D. Issuance of Voucher/Extending Voucher

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, CHA will issue the voucher. At this point, the family begins their search for a unit.

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

CHA may grant one or more extensions of the term. To obtain an extension, the family must make a request in writing prior to the expiration date. If the family requests an extension and additional time can reasonably be expected to result in success, CHA will grant the length of request (sought by the family) or a new expiration date as determined by CHA.

If the family includes a person with disabilities, and the family requires an extension due

to the disability, CHA will grant an extension allowing the family the full 120 days search time. If CHA determines that additional search time would be a reasonable accommodation, it may be granted with the proper documentation.

The voucher will be withdrawn if the Family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the Family from filing a new application for another voucher, provided CHA has not suspended the taking of applications.

E. Request for Tenancy Approval

When the family finds a unit that the owner is willing to lease under the program, the family and the owner will submit to CHA a completed *Request for Tenancy Approval* and a copy of the owner's proposed lease. CHA will permit the family to submit only one *Request for Tenancy Approval* (RFTA) unless the unit was not in compliance with Housing Quality Standards or the rent amount would exceed 40% of the family's adjusted income, or other circumstances beyond the family's control.

The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. CHA will review the request, the lease, and the HUD-required tenancy addendum and make an initial determination of approval of tenancy. CHA may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy may be approvable, CHA will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and owner. The 15-day period is suspended during any period the unit is unavailable for inspection. A unit must be available for inspection within thirty (30) days from the date of submitted *Request for Tenancy Approval*. Once inspected, the unit must pass inspection within thirty (30) days.

CHA will promptly notify the owner and the family whether the unit and tenancy are approved.

Additional screening is the responsibility of the owner. Upon request by an owner/perspective owner, CHA will provide any factual information or third-party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

F. Approval to Lease a Unit

CHA will approve a lease if all of the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by CHA and passes Housing Quality Standards (HQS);

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3. The lease is approvable and includes the following language of the tenancy addendum:
 - a. The names of the owner and the tenant;
 - b. The address of the unit rented;
 - c. The term of the lease (initial term must be for 1 year and any provisions for renewal);
 - d. The amount of the monthly rent to owner;
 - e. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family; and
 - f. The required HUD tenancy addendum;
 4. The rent to owner is reasonable;
 5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
 6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or CHA; and
 7. The family continues to meet all eligibility and screening criteria.

The lease term may begin only after all of the following conditions are met:

1. The unit passes the CHA HQS inspection;
2. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
3. The landlord and tenant sign the lease to be effective no earlier than the date after the unit passed HQS inspection;
4. CHA approves the leasing of the unit; and
5. Utilities are turned on in the tenant's name (if tenant is responsible for utilities).

CHA will prepare the contract when the unit is approved for tenancy. The contract will be executed and become effective simultaneously with the signing of the lease and the

HUD required tenancy addendum. CHA will not pay any housing assistance to the owner until the contract is executed. New owners must provide a warranty deed or tax notice, and Tax Identification Number or Social Security Number. Additionally, owners must provide a warranty deed or tax statement for units that have not previously been on the program.

If a voucher family moves with continued assistance, the term of the new assisted unit may begin during the month the family moves out of the old assisted unit. Overlap of housing assistance payment for old unit for month when family moves and first housing assistance payment for new unit is not considered a duplicative subsidy.

G. CHA Disapproval of Owner

CHA requires participating landlords to abide by the Housing Assistance Payment (HAP) contract and enforce the lease agreement with the Family. Failure to abide by the HAP contract could result in penalties from abatement of HAP to permanent banning from participation.

CHA may disapprove, bar or suspend a single unit, an apartment complex or landlord from participation in the Section 8 Housing Choice Voucher Program. The length of the penalty is left to the discretion of the Director in conjunction with the severity of the problem that causes the suspension.

CHA will deny participation by an owner at the direction of HUD for any of the following reasons:

1. The owner has violated any obligations under a Section 8 Housing Assistance Payments Contract;
2. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in drug-related criminal activity or any violent criminal activity;
4. The owner has a history or practice of noncompliance with HQS for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
5. The owner has a history or practice of renting units that fail to meet state or local codes;
6. The owner has not paid state or local real estate taxes, fines or assessments;

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7. The owner refuses (or has a history of refusing) to evict families for drug-related criminal activity or for activity that threatens the health, safety, or right to peaceful enjoyment of the :
 - a. Premises by tenant, CHA employees, or owner employees; or
 - b. Residences of neighbors
 8. If the owner is the parent, child, grandparent, grandchild, sister or brother, or any member of the family of an applicant seeking the initial use of a voucher (currently shopping) unless CHA determines that approving the unit would provide reasonable accommodation for a family member who is a person with disabilities;
 9. The owner refuses Direct Deposit;
 10. Other conflicts of interest under federal, state, or local law.

CHA will take the following actions for owners who already participate in the Housing Choice Voucher Program:

1. CHA will suspend a unit, an apartment complex or landlord for three (3) to twelve (12) months if:
 - a. Complex/unit consistently fails HQS inspections for failure of the Landlord to properly maintain the unit/complex in a decent, safe and sanitary manner; or
 - b. Landlord charges Families a security deposit that exceeds what is charged to unsubsidized renters.
2. CHA will ban a Landlord for a minimum of six months to permanently if:
 - a. the complex/Landlord charges assisted families extra rent or executes a “side agreement” for rent or other charges not approved prior to the execution of the HAP contract; or
 - b. the Landlord commits fraud, bribery or any other corrupt or criminal act in connection with the Section 8 Voucher Program; or
 - c. the Landlord violates Section 8 Voucher Program regulations, the HAP contract or CHA policy; or
 - d. the Landlord engages in violent or drug related criminal

activity; or

e. the Landlord has a history or practice of not complying with the HQS for units leased on the program; or

f. the Landlord has a history or practice of not enforcing the Lease; or

g. the Landlord has a history or practice of **not** terminating a family when the head-of-household, household member, guest or a person under the control of the household engages in activity that:

- (1). threatens the right to peaceful enjoyment of the premises by other residents; or
- (2). threatens the health or safety of other residents, or Landlord's employees or managers of Landlord's property; or
- (3). threatens the health or safety of or the right to peaceful enjoyment of their residences, by persons living in the immediate vicinity of the premises.

3. CHA will suspend a unit, an apartment complex or landlord permanently or until verification of remediation by a licensed and accredited company certifies that the unit is free of the residual effects of:

a. The manufacturing of methamphetamine which has occurred in the unit at any time.

Section XII. Security Deposit

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged in private market practice and not in excess of amounts charged by the owner to unassisted tenants.

When the tenant moves from the dwelling unit, the owner, subject to state or local law, may use the security deposit (including any interest on the deposit) according to the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount (if any) used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

Section XIII. Ineligible/Eligible Housing

The following types of housing cannot be assisted under the Section 8 Tenant Based Housing Choice Voucher Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
- D. College or other school dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; and
- F. A unit receiving any duplicate federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

CHA will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Duplexes
- D. Townhouses
- E. Manufactured housing
- F. Modular homes
- G. Home ownership option (if applicable)

Section XIV. Moves with Continued Assistance

Participating families are allowed to move to another unit after the initial 12 months has expired or if CHA has terminated the HAP contract. CHA will issue the family another voucher if the family does not owe CHA money, has not violated a Family Obligation, has not committed serious or repeated violations of the lease (see Section 2.3.D.), and if

CHA has sufficient funding for continued assistance. Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will CHA allow a participant to improperly break a lease except under extraordinary circumstances.

A. When a Family May Move

Families on the Section 8 Voucher Program may move anywhere within the United States and U.S. territory. Families who wish to move out of CHA jurisdiction may do so utilizing the portability feature of their Voucher. The Family must provide a written notice of intent to vacate to the Landlord according to the Landlord's lease and provide a copy of such notice to the CHA.

After the Move Tenant notice is given, the Family must move from the unit or execute a Continued Occupancy document with the Landlord and present it to the Housing Choice Voucher Program (Section 8) staff. The Landlord must correct all deficiencies and pass the inspection before the HAP terminates. CHA will reestablish the HAP payments when the unit passes inspection, but will not make any retroactive payments for any period the unit did not meet HQS.

1. Families Eligible for Relocation

Families who are currently receiving subsidy may relocate under any of the following conditions:

- a. The Family has resided in their present unit for at least twelve (12) months; or
- b. The Family has resided in their present unit for the time required under the most recent lease provided to CHA, and has given proper written notice of their intent to vacate to their Landlord and CHA; or
- c. The unit has failed a Housing Quality Standards (HQS) inspection and the Landlord failed to meet CHA deadline for correcting identified problems and/or failed to request a re-inspection of the unit; or
- d. The unit has been damaged or destroyed by fire or natural disaster; or
- e. The Landlord does not wish to continue participation in the Section 8 Voucher Program (Federal regulations prohibit a Landlord from leaving the Section 8 Voucher Program during the first year of Family occupancy by a Section 8 Voucher recipient); or
- f. CHA determines the Landlord has breached the contract; or
- g. The Family has been evicted by the Landlord for reasons that do not violate the terms of their family obligations as set forth in 24 CFR

982.552, as amended.

2. Restriction on Moves

a. A Family may not relocate during the initial lease term.

b. CHA will limit the number of times a Family may search for housing to once every twelve (12) months, except:

(1). in circumstances where the unit is in violation of the Landlord's responsibilities under Housing Quality Standards; or

(2). the Family can no longer reside in the unit due to medical conditions verified by a physician.

(3). All others to be added will be reviewed and decided on a case-by-case basis.

c. Families in noncompliance with a promissory note and/or an agreement to repay a bad debt with CHA will not be permitted to move until the debt is brought current under the terms of the agreement.

d. CHA will not relocate Families evicted by a Landlord for serious or repeated violations of their lease agreement. If there are extenuating circumstances, they will be reviewed on a case-by-case basis.

e. Families must honor the notice of intent to vacate given to the Landlord as stipulated in the lease agreement. A new contract will not be executed prior to the month stipulated in the notice. Families who move early will be responsible for the rent to the Landlord until the new contract is executed.

f. CHA will pay the current Landlord the HAP through the end of the month the contract will terminate, unless the HAP has been abated.

g. The Family has not resided in their present unit for the required amount of time under their current lease, but has obtained the Landlord's written approval to terminate the lease due to extenuating circumstances that require the Family to move. Such moves are based on conditions that threaten the safety and welfare of the Family (e.g., domestic violence), or changes in the family composition or for economic reasons (job change) and require the review and approval of the Director of Assisted Housing or his designee.

3. Family Absence from Unit

The Family is obligated to use the assisted dwelling unit for residence by members of the Family as listed on the HAP Contract and Lease. The unit must be the Family's only place of residence.

The Family may be absent from the unit for brief periods, not to exceed three (3) weeks in duration. Absence is defined to mean no member of the family is residing in the unit. If absence shall exceed three (3) weeks, approval must be obtained from the Director or his designee and may only be approved for other good cause.

B. Portability

A family, whose head or spouse has a legal residence (or works) in the jurisdiction of CHA at the time the family first submits its application for participation in the CHA program, may lease a unit anywhere in the jurisdiction of CHA or outside CHA jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of CHA at the time of its application, the family will not have any right to lease a unit outside of CHA jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of CHA.

Families may only move to a jurisdiction where a Section 8 Program is being administered. For income targeting purposes, the family will count toward the initial housing agency's goals unless the receiving housing agency absorbs the family. If absorbed, the admission will count toward the receiving housing agency's goals.

If a family has moved from their assisted unit in violation of the lease, CHA will not issue a voucher and will terminate.

1. Income Eligibility

- a. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program.
- b. If a porting family is already a participant in the Initial Housing Agency's Voucher Program, income eligibility is not re-determined.

2. Portability: Administration by Receiving Housing Agency

- a. When a family utilizes portability to move to an area outside the Initial Housing Agency jurisdiction, another Housing Agency (the

Receiving Housing Agency) must administer assistance for the family if that Housing Agency has a tenant-based program covering the area where the unit is located.

- b. A Housing Agency with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such Housing Agency, the Initial Housing Agency may choose which Housing Agency shall become the Receiving Housing Agency.

3. Portability Procedures

- a. When CHA is the Initial Housing Agency:

- (1). CHA will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or movers briefing.
- (2). CHA will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable).
- (3). CHA will advise the family how to contact and request assistance from the Receiving Housing Agency.
- (4). CHA will, within ten (10) calendar days, notify the Receiving Housing Agency to expect the family.
- (5). CHA will immediately mail to the Receiving Housing Agency the most recent HUD Form 50058 (Family Report) for the family, and related verification information.
- (6). CHA may deny a portability request to a client that is requesting portability to a PHA whose payment standard exceeds CHA payment standard if the Receiving PHA will not absorb the client.

CHA may in certain circumstances deny a family the right to exercise a portability move keeping the following caveats in mind:

- Insufficient funding,
- Receiving PHA will not absorb the family, and
- The cost of the HAP is higher in the new jurisdiction & porting this family would keep the PHA from assisting a local family.

b. When CHA is the Receiving Housing Agency:

- (1). If funding is available under the consolidated ACC for CHA Voucher Program when the porting family is received, CHA will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for CHA Tenant-Based Program.
- (2). CHA will issue a voucher to the family. The term of CHA voucher will not expire before the expiration date of any Initial Housing Agency's voucher. CHA will determine whether to extend the voucher term. The family must submit a Request for Tenancy Approval (RFTA) to CHA during the term of CHA voucher.
- (3). CHA will determine the family unit size for the porting family. The family unit size is determined according to CHA subsidy standards.
- (4). CHA will (within ten (10) calendar days) notify the Initial Housing Agency if the family has leased an eligible unit under the program or if the family fails to submit a *Request for Tenancy Approval* for an eligible unit within the term of the voucher.
- (5). If CHA opts to conduct a new reexamination, CHA will not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine income eligibility.
- (6). To provide tenant-based assistance for porting families, CHA will perform all Housing Agency program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Agency or CHA may make a determination to deny or terminate assistance to the family according to 24 CFR 982.552.
- (7). CHA may deny or terminate assistance for family action or inaction according to 24 CFR 982.552 and 24 CFR 982.553.

4. Portability Billing

To cover assistance for a porting family, the Receiving Housing Agency may bill

the Initial Housing Agency for housing assistance payments and administrative fees. The billing procedure will be as follows:

- a. The receiving PHA must submit an initial billing notice (1) no later than 10 working days following the date the HAP contract was executed and (2) in time that it will be received no later than 60 days following the expiration date of the family's voucher issued by the initial PHA.
- b. As the Initial Housing Agency, CHA will make payment within 30 days of receipt of Part II of the Form 52665 indicating billing amount. The amount of the housing assistance payment for a porting family in the Receiving Housing Agency's program is determined in the same manner as for other families in the Receiving Housing Agency's program. The Receiving Housing Agency's Payment Standard is used except when CHA denies a portability request to a PHA whose payment standard exceeds CHA payment standard.
- c. The Initial Housing Agency will promptly reimburse the Receiving Housing Agency for 80% of the Initial Housing Agency's ongoing administrative fee for each unit month that the family receives assistance under the tenant-based programs and is assisted by the Receiving Housing Agency.
- d. The receiving PHA must notify CHA of any change in the billing amount as soon as possible (preferably before the effective date to avoid retroactive adjustments) but in no circumstances any later than 10 working days following the effective date of the change.
- e. CHA will ensure that subsequent billing amounts are received no later than the fifth working day of each month for which the monthly billing amount is due.

Section XV.

Verification

CHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Before CHA issues a voucher, information must be updated (if more than sixty (60) days old) to verify that eligibility is current. Periodically, during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Household Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations, full-time student status of family members 18 years of age and older, Social Security numbers, citizenship/eligible non-citizen status and any claimed medical expenses. Ages and relationship of household members will only be verified in those instances where needed to make a determination of level of assistance.

CHA will use HUD's Upfront Income Verification (UIV) tools, to the extent that tools/systems are available to CHA, to verify income information before or during a family's reexamination of household income. UIV tools to be used include, but are not limited to, the following:

A. Verification Tools

Due to the sensitive nature of UIV data, CHA will restrict access to and safeguard the information in accordance with HUD guidance on security procedures, as issued and made available by HUD. Verification documents will be kept in the applicant/tenant file, when needed, and shredded/destroyed when no longer needed. Files will be kept in a secure area that requires electronic key entry by CHA staff.

1. **Enterprise Income Verification (EIV) System** – A HUD-provided Internet-based wage and benefit tool that allows CHA to validate the accuracy of tenant-reported income through an independent source. EIV systematically and uniformly maintains income information in computerized form for subsidized household members. Once the individual's verification status is classified as verified, CHA will remove and destroy, by no later than the next annual re-exam of family income or composition, the copy of documentation referenced in Section 6 of PIH Notice 2010-3. Paper documentation will be destroyed by either shredding or burning. Electronic documentation will be destroyed by either erasing or deleting the file.
2. **Tenant Assessment Subsystem (TASS)** – A HUD-provided Internet-based benefit tool that matches Social Security (SS) and Supplemental Security Income (SSI) to comparable tenant data from PIC and TRACS databases.

B. Types of Income

1. Gross wages and salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services)
2. Unemployment compensation
3. Welfare benefits
4. Social Security benefits
 - a. Social Security (SS)
 - b. Supplemental Security Income (SSI)

Other income types (i.e., child support, pensions, etc.) may be verified using upfront income verification techniques if the resources are available.

C. Using Verification Tools

1. **Using Up-Front Income Verification (UIV) to Project Income** – CHA will follow “HUD Guidelines for Projecting Annual Income When Up-Front Income Verification (UIV) Data Is Available” in handling differences between UIV and family-provided and/or other verified income information. The guidelines establish criteria on whether a difference is substantial or not. HUD defines *substantial difference* as a difference of \$200 or more per month.

a. **No Substantial Difference** – If UIV information for a particular income source differs from the information provided by a family by less than \$200 per month, CHA will follow these guidelines:

- (1) If the UIV figure is less than current family-provided information, CHA will use the family’s information to calculate anticipated annual income.
- (2) If the UIV figure is more than the family’s figure, CHA will use the UIV data to calculate anticipated annual income unless the family provides documentation of a change in circumstances (i.e., change in employment, reduction in hours, etc.) to explain the discrepancy. Upon receipt of acceptable family-provided documentation of a change in circumstances CHA will use the family-provided information.

b. **Substantial Difference** – If UIV information for a particular income source differs from the information provided by a family by \$200 or more per month, CHA will follow these guidelines:

- (1) CHA will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).
- (2) When CHA cannot readily anticipate income (i.e., in cases of seasonal employment, unstable working hours, or suspected fraud), CHA will review historical income data for patterns of employment, paid benefits, and/or receipt of other income.
- (3) CHA will analyze all UIV, third-party, and family-provided data and attempt to resolve the income discrepancy.

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- (4) CHA will use the most current verified income data (and historical income data, if appropriate) to calculate anticipated annual income.

2. **Verification of SS/SSI Benefits of Participants and Household Member** – CHA will obtain verification of SS/SSI benefits of participants and household members through SWICA and Enterprise Income Verification (EIV) System.

If benefit information is not available in HUD Systems or if the tenant disputes EIV benefit data, CHA will request a current, original SSA notice or benefit verification letter from each household member who receives Social Security benefits within 10 business days of CHA interview date. If the participant and/or household member(s) are unable to provide the requested document, CHA will ask the participant/household member(s) to call SSA at 1-800-772-1213 to request the document. The request for a benefit verification letter can also be made at the SSA Internet Website at www.ssa.gov. The participant/household member(s) should provide CHA with the original benefit verification letter. CHA will make a photocopy of the original benefit verification letter, return the original benefit verification letter to the participant/household member, and maintain the photocopy of the benefit verification letter in the tenant file. (This same process can be used when third-party verification of SS/SSI benefits is not available for applicants and/or their household members.)

3. **Documentation of Unavailability of Third-Party Verification of SS/SSI Benefits** –In the event that third-party verification is not available, CHA will document the tenant file as to why third-party verification was not available. Below are some examples of acceptable file documentation:

- a. New admission, information not available through HUD systems – will need to be pulled within 90 days of admission and then we will have 30 days to resolve the discrepancies in income.
- b. Current tenant, information not available through HUD systems due to change in re-examination date
- c. Current tenant, information not available through HUD systems due to discrepancy with name, date of birth, or social security number in SSA file
- d. Current tenant, information not available through HUD systems, reason unknown – they are special vouchers not submitted to PIC. Examples are SRO and SPC.

D. Methods of Verification and Timelines

CHA will verify family information through the five methods of verification

authorized by HUD.

1. HUD requires CHA to use the most reliable form of verification that is available and to document in the file the reasons when CHA uses a lesser form of verification. In order of priority, forms of verification that may be used are:
 - a. Enterprise Income Verification (EIV), when available
 - b. Third-party written
 - c. Third-party oral
 - d. Review of documents – family supplied
 - e. Self-certification/declaration
2. CHA will allow seven (7) days for return of third-party verifications and ten (10) business days to obtain other types of verifications before stepping down to the next verification method.
3. Verifications may not be more than 90 days old at the time of voucher issuance. For participants, verifications must be dated within 90 days of reexamination.
4. There may be legitimate differences between the information provided by the family and EIV-generated information. No adverse action will be taken against a family until CHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of CHA.

E. Levels of Verification

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. All adult (18+) household members are required to sign appropriate forms authorizing release of information to the CHA.

1. **Third-party written verification** will be used to confirm information directly with the source. Third-party written verification forms will be sent directly to, and received directly from (via first-class mail), the source and not passed through the hands of the household. However, CHA may request and receive directly from the source verifications that are faxed, emailed, or hand delivered. If third-party verification is received after lower level documents have been accepted as provisional verification and there is a discrepancy, CHA will utilize the third-party verification.
2. **Third-party oral verification** will be used when written third-

party verification is delayed or not possible. When third-party oral verification is used (either by contacting source by telephone or in-person visit), staff will be required to note the name of the person contacted and telephone number, the date of the conversation, and the facts provided. If provided by telephone, CHA must originate the call.

3. **Review of Documents:** When third-party written or oral verification cannot be obtained, or the information has not been verified by the third party within the allotted time, CHA will note in the file why third-party verification is not available and utilize hand-carried documents provided by the applicant/participant family as the primary source if the documents provide complete information. Original documents must be provided by the family and should be dated within 60 days of the interview. Photocopies of the documents will be made and maintained in the file. The chart in the Appendix gives common examples of verifications.

Below is a list of some acceptable family-provided documents:

- a. 3 current Consecutive and original pay stubs if paid biweekly and 6 if paid weekly
 - b. Social Security Administration award letter
 - c. Bank statements (3 Checking; 1 Savings)
 - d. Pension benefit statements
 - e. TANF award letter
 - f. Other official and authentic documents from a Federal, State, or local agency.
 - g. Life Insurance – table of maturity with policy number
4. **Self-Certification/Self-Declaration:** When verification cannot be made by third-party verification or review of documents, household members will be required to submit a self-certification. Self certifications must be signed in the presence of a CHA representative, or a notary public. CHA will document in the file why third-party verification was not available.
 5. **Exceptions to Third-Party Verification Requirements:** When third-party verification of income, assets, and/or expenses is unavailable, an exception may be made to the third-party verification requirement if:
 - a. CHA made at least two unsuccessful documented attempts to obtain third-party verification.
 - b. The source does not have the capability to provide written or oral third-party verification.
 - c. The asset or expense to be verified is an

insignificant amount (less than \$5,000), thus it is not cost effective or reasonable to obtain third-party verification.

F. Verification of Medical Expenses

To verify medical expenses, CHA will attempt third-party verification of medical expenses from appropriate sources. If third-party verification is not available, CHA will request the tenant to provide original documents such as receipts, cancelled checks, or paycheck stubs for verifying medical insurance premiums. Also the tenant will be asked to provide receipts for payments for medical costs to physicians, pharmacies, and durable medical equipment providers. Previous medical bills that have been paid in full **will not** be considered.

G. Verification of U.S Citizenship or Eligible Non-Citizen Status

The U.S. citizenship/eligible non-citizen status of each family member regardless of age must be determined. U.S. Citizenship status will be verified only once. This verification will be obtained prior to admission and prior to a new member joining the resident family. Eligible non-citizen status will be verified at admission and annually thereafter.

1. Prior to being admitted, all citizens and nationals will be required to sign a declaration under penalty of perjury. (They will be required to show proof of their status by such means as Social Security card, birth certificate, military ID or military DD 214 Form.)
2. Prior to being admitted, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.
3. Prior to being admitted, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. CHA will make a copy of the individual's INS documentation and place the copy in the file. CHA also will verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, CHA will mail information to the INS so a manual check can be conducted on INS records.
4. Family members who do not claim to be citizens, nationals, or eligible non-citizens, must be listed on a Statement of Non-eligible Members, and the list must be signed by the head of the household. Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.
5. Non-citizen students on U.S. student visas, though in the country legally, are not eligible to be admitted to the Housing Choice Voucher Program.

If no family member is determined to be eligible under this Section, the family's

admission will be denied.

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

If CHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens on the list) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such household members will not be eligible to be re-admitted to Section 8 for a period of 24 months from the date of termination.

H. Verification of Social Security Numbers

1. Prior to admission, each family member must provide verification of their Social Security number as stated in PIH Notice 2010-3. If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the member may submit a written certification of the number. CHA will allow sixty (60) calendar days from the date of application for the applicant member to provide the required documentation. The application will retain its position on the waiting list while the required documentation is being obtained. If the documentation is not provided within the allotted time, the application will be denied. New family members must provide verification prior to being added to the voucher. Verification of the Social Security number will be obtained only once.
2. The preferred method to verify the Social Security number is the original Social Security card. If the card is not available, CHA will accept letters from the Social Security Administration that establish and state the number. Documentation from other governmental agencies will also be accepted that establish and state the number. Drivers' license, military ID, passports, or other official documents that establish and state the number are also acceptable.

I. Timing of Verification

1. Eligibility information must be updated (if more than sixty (60) days old) to verify that an applicant is eligible. Verification information for tenants must be dated within ninety (90) days of their reexamination. If the verification is older than ninety (90) days, the source will be contacted and asked to provide information regarding any changes.
2. When an interim reexamination is conducted, CHA will verify and update all information related to family circumstances and level of assistance.

Section XVI. Compliance Investigations

A. Overpayment of Rent by the Participant

1. CHA shall process an interim re-certification if necessary to correct any underpayment of subsidy or UAP due to miscalculation of income.
2. An adjustment of Subsidy and/or UAP shall be issued and processed to the effective date of the re-certification where the discrepancy of income and overpayment of subsidy and/or UAP and/or Subsidy is first charged.
3. Accounting shall issue a check to the participant in the amount of the overpayment no later than 30 days following processing of the adjustment for the period of overpayment.

B. Repayment Agreements

1. Cases with suspected loss of less than \$1,999 may be referred for administrative resolution (repayment plan, voucher termination, etc.) upon conclusion of the investigation. All CHA repayment agreements require 25% of the total amount due within 30 days. The remainder will then be divided into payments over a 24-month period. However, the CHA has the discretion to extend the repayment period beyond the usual 24-months if necessary to ensure that monthly repayment amounts are reasonable based on the tenant's financial situation. If the tenant fails to pay the down payment within 30 days, the down payment and the first monthly payment are due by the date of the first monthly payment. At the discretion of the Director of the Housing Choice Voucher Program and on a case by case basis, an extension may be granted.
2. If the participant fails to request a fraud hearing, termination of subsidy and/or UAP will be enforced as noted in the 30 Day Termination of Subsidy Notice letter and the total amount due with reasonable collection and legal fees added will be referred for collection and/or the case shall be referred to the CHA Public Safety Department who will initiate a criminal investigation and if warranted refer the case to the Hamilton County Grand Jury, Inspector General's office or other law enforcement agency for prosecution..
3. If the participant fails to make the full down payment in the required time, termination of subsidy and/or UAP will be enforced as noted in the 30 Day Termination of Subsidy Notice letter and the total amount due with reasonable collection and legal fees added will be referred for collection and/or the case shall be referred to the CHA Public Safety Department who will initiate a criminal investigation and if warranted

refer the case to the Hamilton County Grand Jury, Inspector General's office or other law enforcement agency for prosecution..

4. If at anytime the participant fails to make a scheduled payment within 30 days of the payment due date the entire balance shall become due and the participant will be notified of termination of subsidy and/or UAP. If any amount is unpaid as of the date of termination of subsidy and/or UAP, the total amount due with reasonable collection and legal fees added will be referred for collection.

C. Prosecution

1. In any instance where investigation indicates that the fraudulent activity has resulted in a loss of over \$2,000 and/or that the fraudulent activity was due to willful or deliberate misrepresentation, the case may be referred to the Hamilton County District Attorney's Office or the United States Attorney's Office for prosecution. CHA will request that the subject of the investigation be ordered to pay full and complete restitution of all monies stolen as a result of the fraud upon finding or plea of guilt in state or federal court. In order to avoid prosecution, the tenant will pay the amount required to bring the overall amount owed below \$2,000. The tenant will then be given the opportunity to repay the remainder through a repayment agreement with the CHA. CHA reserves the right to deal with each of these cases on an individual basis and may seek repayment as an alternative to prosecution depending on the facts and circumstances involved.

D. File Documentation

CHA will document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that CHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached. Applicant/participant records/files will be retained by CHA for a period of not less than three (3) years.

E. – Debts owed to PHAs will not be listed in EIV

Debts owed to PHAs will be listed in EIV for all housing authorities to see and act upon.

Section XVII Rent and Housing Assistance Payment

A. Rent Reasonableness

Program regulation requires CHA to certify that the rent charged to the housing choice tenant is not more than the rent charged for other unassisted comparable units. CHA will not approve an initial rent (or a rent increase) in any of the tenant- or voucher-based programs without determining that the rent amount is reasonable. Reasonableness is determined prior to the initial lease (or at the initial HAP contract in the case of project-based voucher units) and at the following times:

1. Before any increase in rent to owner is approved, owner must give a sixty (60) day notice of increase in rent to CHA and tenant. The rent increase request must be received prior to the annual inspection of the assisted property. If the annual inspection has been completed more than 30 days from the date the rent increase is requested, the owner may be required to wait until the next annual inspection date to increase the rent. CHA reserves the right to deny an increase in rent based on funding availability;
2. If sixty (60) days before the contract anniversary date there is a 5 percent decrease in the published Fair Market Rent (FMR) as compared to the previous FMR; and
3. If CHA or HUD directs that reasonableness be re-determined.

B. Comparability

In making a rent reasonableness determination, CHA will compare the rent for the unit to the rent of comparable units in the same or comparable neighborhoods. CHA will consider the location, quality, size, number of bedrooms, age, amenities, housing services, maintenance, and utilities of the unit and the comparable units.

The rent reasonableness procedures are as follows:

Addresses of unassisted units throughout CHA jurisdiction are added to a databank. The reasonable rent for subject units is determined by requesting three units from the databank that match the subject unit's zip code, bedroom and bath size and square footage. The program will select the units that most closely match the subject unit. If comparables can not be obtained from the database, other sources will be utilized such as the newspaper, internet other unassisted units from that property owner. The comparable data includes the value of utilities included in the rent, the value of amenities, and the monthly rent. If the requested rent for the subject unit is within the range of the rent of the comparables, the rent is reasonable.

Owners of projects with more than 4 units must complete the section on the back of the Request for Tenancy Approval (RFTA), and list three recently leased comparable unassisted units within the premises.

The owner must certify the rents charged for other units. By accepting the housing assistance payment each month, the owner is certifying that the rent to owner is not more than the rent charged by the owner for comparable unassisted units in the premises. For units assisted under the Low Income Housing Tax Credit program, rents will not exceed the maximum permitted under applicable IRS and HUD laws and regulations.

C. Maximum Subsidy

The Fair Market Rent (FMR) published by HUD or, if applicable, the exception payment standard rent (requested by CHA and approved by HUD) determines the maximum subsidy for a family.

For the Housing Choice Voucher Program, the minimum payment standard will be 90 percent of the FMR and the maximum payment standard will be up to 110 percent of the FMR without prior approval from HUD, or the exception payment standard approved by HUD.

D. Setting the Payment Standard

The Statute requires that the payment standard be set by CHA at between 90 and 110 percent of the FMR without HUD approval. CHA will review its determination of the payment standard annually after publication of the FMRs. CHA will consider vacancy rates and rents in the market area, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Housing Choice Voucher Program. If it is determined that success rates will suffer or that families are having to pay over 40 percent of income for rent, the payment standard may be raised to the level judged necessary to alleviate these hardships.

Payment standards will not be raised solely to allow the renting of luxury quality units. Before increasing any payment standard, CHA will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

If Payment Standards are increased, the higher payment standard is used in calculating the HAP at the time of the family's regular annual reexamination. Families requiring or requesting interim reexaminations will *not* have their HAP payments calculated using the higher payment standard until their next annual reexamination.

If success levels are projected to be extremely high and rents are projected to be at or below 30 percent of income, CHA will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one-bedroom size may increase or decrease while another remains unchanged. CHA may consider adjusting payment standards at times other than the annual review when circumstances warrant.

CHA may opt to lower payment standards. A lower payment standard applies immediately to all new admissions, all movers, and stayers with a new HAP contract (e.g., when the owner offers or requires a new lease). For all other voucher participants, decreased payment standard amounts are not applied until the second regular reexamination after the payment standard is lowered. CHA may request HUD to waive this requirement, for good cause.

If Payment Standards are lowered because of insufficient funding, the following will be excluded: elderly families, disabled families, Family Self-Sufficiency families, and Section 8 homeowner families.

E. Area Exception Rents (If Applicable)

To help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, CHA may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. CHA may request one such exception payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as CHA requests (and HUD approves) a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

F. Assistance and Rent Formulas

1. Total Tenant Payment

The total tenant payment is equal to the highest of:

- a. 10 percent of monthly income
- b. 30 percent of adjusted monthly income
- c. Minimum rent

Plus any rent above the payment standard.

2. Minimum Rent.

CHA has set the minimum rent as **\$50** for the Section 8 Housing Choice Voucher Program. If the family requests a hardship exemption, CHA will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until CHA can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will

not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

- a. ***A hardship*** exists in the following circumstances:
 - (1). When the family has lost eligibility for (or is awaiting an eligibility determination for) a federal, state, or local assistance program;
 - (2). When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - (3). When the income of the family has decreased because of changed circumstances, including loss of employment;
 - (4). When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;
 - (5). When a death has occurred in the family.
- b. ***No hardship***. If CHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to CHA for the time of suspension.
- c. ***Temporary hardship***. If CHA determines there is a qualifying hardship, but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. CHA will offer a reasonable repayment agreement for any minimum rent back payment paid by CHA on the family's behalf during the period of suspension.
- d. ***Long-term hardship***. If CHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- e. ***Appeals***. The family may use the informal hearing procedure to appeal CHA determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

3. Rent for Families under the Non-citizen Rule

A mixed family will receive full continuation of assistance if all of the following

conditions are met:

- a. The family was receiving assistance on June 19, 1995;
- b. The family was granted continuation of assistance before November 29, 1996;
- d. The family's head or spouse has eligible immigration status; and
- e. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. CHA will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, CHA will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25 percent.

The family's assistance is prorated in the following manner:

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
 2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
 3. The prorated tenant rent equals the prorated family share minus the full utility allowance.
- G. Utility Allowance

CHA maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services.

The utility allowance schedule is 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, CHA uses normal patterns of consumption for the whole community and current utility rates.

CHA reviews the utility allowance schedule annually and revises any allowance for a utility category if there has been a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. CHA maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by making an appointment with the Section 8 Department.

CHA uses the appropriate utility allowance for the size dwelling unit actually leased by the family (rather than the family unit size as determined under CHA subsidy standards).

At each reexamination, CHA applies the utility allowance from the most current utility allowance schedule.

CHA will approve a request for a utility allowance that is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family member with a disability.

The utility allowance will be subtracted from the family's share to determine the amount of the tenant rent. The tenant rent is the amount the family owes to the owner each month. The amount of the utility allowance is still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belong to the tenant.

H. Distribution of Housing Assistance Payment

New HAP contracts may begin when all program requirements have been met. CHA monitors its housing assistance payments to ensure system accuracy, timeliness and integrity. All payments to Landlords and Families are made by check or direct deposit, processed and prepared through CHA Finance Department, independent of the Leased Housing Department. Payments are computed according to HUD approved formulas and schedules. A copy is kept on file of each Landlord's Tax Identification Number or Social Security number.

1. Monthly HAP

HAP disbursements are mailed on the first of every month. Utility payments to Families are mailed directly to the Family at the assisted address.

2. Late Payments

The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. All other payments will be received by the fifth day of each calendar month. CHA shall pay a late fee for HAPs not received (as defined above) due to factors within CHA's control, in accordance with what is charged to unassisted families which pay a late fee and not to exceed what is charged to the Landlord's assisted and unassisted tenants. No other late fees will be paid. This payment is made upon request from the Landlord, provided the Landlord has a policy and practice of collecting late fees from private market tenants residing in his/her units.

No late fee will be assessed or paid by CHA if the payment is received late due to factors beyond CHA's control or receipt of the late payment is due to an adjustment in either the amount of contract rent to the owner or the HAP to be made by CHA

I. Change of Ownership or New Ownership

CHA requires a written request by the owner who executed the HAP contract to make changes regarding who is to receive CHA's rent payment or the address where the rent payment should be sent.

In addition, CHA requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

1. Property Tax Notice, Settlement Statement, or Deed of Trust showing the transfer of title and address,
2. Tax Identification Number or Social Security Number, and

New owners will be required to execute IRS form W-9. CHA may withhold the rent payment until the Taxpayer Identification Number is received. The following documents are required from the owner:

1. Property Tax Notice, Settlement Statement, or Deed of Trust showing the transfer of title and address,
2. Tax Identification Number or Social Security Number, and
3. A statement that they will accept the existing HAP contract as is.

Section XVIII. Determination of Family Income

A. Income, Exclusions from Income, Deductions from Income

To determine annual income, CHA counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, CHA subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment.

1. Income

a. Annual income means all amounts, monetary or not, that:

- (1). Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
- (2). Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- (3). Are not specifically excluded from annual income.

b. Annual income includes, but is not limited to:

- (1). The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- (2). The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- (3). Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any

withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. During reexaminations, CHA will obtain each family's certification that it has or has not disposed of assets for less than fair market value during the two years preceding the effective date of the recertification. If the family certifies that it has disposed of assets for less than fair market value, the certification must show: (a) all assets disposed of for less than fair market value, (b) the date they were disposed of, (c) the amount the family received for each asset, and (d) the market value of each asset at the time of disposition. Third-party verification will be obtained whenever possible.

- (4). The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- (5). Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from workers' compensation are excluded.)
- (6). Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- (7). All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.);
- (8). Imputed welfare income resulting from sanctions

imposed by welfare agency;

- c. CHA will annualize seasonal income over a twelve-month period based upon the past income; and spread cyclical income over a twelve-month period rather than redetermining income throughout the year (ex. For 9-month school employees, income will be divided over 12 months. No interim rent adjustment will be required).

Families whose welfare assistance (Families First) is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement must not have their Section 8 contribution to rent reduced based on the Families First benefit reduction. The exclusion on reduction of Section 8 rent contribution does not apply when the family has complied with their Families First Program requirements but cannot obtain employment (e.g. the family has complied but loses welfare benefits because of a durational time limit, such as the five-year time limit for receipt of Families First benefits).

At all times when a request for an income reexamination and rent reduction due to a reduction in Families First income is received, CHA will verify with the local division of the Department of Human Services (DHS) that the family's benefits have been reduced because of noncompliance with economic self-sufficiency requirements, work activities requirements, or because of fraud. Verification may be obtained, in written form, directly from the local DHS office, or through the ACCENT computer system. The verification will be maintained in the tenant file.

If verification is obtained from DHS that the family's benefits have been reduced because of noncompliance with economic self-sufficiency requirements, work activities requirements, or because of fraud, the family's income must not be reduced for purposes of calculating the family's TTP. Instead, the family's welfare income must be "imputed" during the term of the welfare benefits sanction. CHA will verify with DHS the term of the sanction.

To impute welfare benefits reduction:

- (1). Determine the amount of welfare income received prior to the sanction.
- (2). Determine the term of the sanction.

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- (3). Offset the amount of additional income the family receives that starts after the welfare sanction. If additional income received after the welfare sanction begins is equal to the amount of welfare income received prior to the sanction, the imputed welfare income is equal to \$0.

CHA will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction. If a resident is not satisfied that CHA has calculated the amount of imputed welfare income according to HUD requirements, and if CHA denies the family's request to modify such amount, then CHA shall give the resident written notice of such denial, with a brief explanation of the basis for CHA's determination of the amount of imputed welfare income. CHA's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision according to our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income to obtain a grievance hearing.

Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. CHA shall rely on the welfare agency notice to CHA of the welfare agency's determination of a specified welfare benefits reduction.

2. Exclusions from Income

Annual income *does not* include the following:

- a. Earned income of minors (children under the age of 18, including foster children) except head of household or spouse;
- b. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses;
- d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- e. Income of a live-in aide. To qualify as a Live-In Aide, a tenant's medical professional must document that the tenant needs a live-in aide. CHA must screen the aide and add their name to the tenant's lease.
- f. The full amount of student financial assistance paid directly to the student or to the educational institution;

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- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- h. The amounts received from the following programs:
- (1). Amounts received under training programs funded by HUD;
 - (2). Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (3). Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - (4). Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for CHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
 - (5). Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 - (6). Temporary, nonrecurring, or sporadic income (including gifts);
 - (7). Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 - (8). Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 - (9). Adoption assistance payments in excess of \$480 per adopted child;

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- (10). Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
 - (11). Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 - (12). Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
 - (13). Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- (a). The value of the allotment of food stamps will be calculated and excluded annually;
- (b). Payments to volunteers under the Domestic Volunteer Services Act of 1973;
- (c). Payments made under HHS's Low-Income Energy Assistance Program;
- (d). Payments received under the Job Training Partnership Act;
- (e). Amount of scholarships awarded under Title IV including Work-Study;
- (f). Payments received under the Older Americans Act of 1965;
- (g). Payments from Agent Orange Settlement;
- (h). The value of child care under the Child Care and Development Block Grant Act of 1990;
- (i). Earned income tax credit refund payments;
- (j). Payments for living expenses under the AmeriCorps Program;
- (k). **Earned Income Disallowance:** Disallowance of income for disabled persons who are working (effective 4/20/01). *(1) Initial 12-month exclusion:* During the cumulative 12-month period beginning on the date a member who is a person with disabilities

of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, CHA must exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member. (2) *Second 12-month exclusion and phase-in:* During the second cumulative 12-month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, CHA must exclude from annual income of a qualified family 50% of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment. (3) *Maximum 4-year disallowance:* The disallowance of income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period. The disallowance of increases in income as a result of employment of persons with disabilities does not apply for purposes of admission to the program.

3. Deductions from Annual Income

The following deductions will be made from annual income:

- a. \$480 for each dependent
- b. \$400 for any elderly family or disabled family
- c. Allowance for disability assistance expenses that are anticipated for attendant care and auxiliary apparatus for a disabled family member and that is necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are not paid to a family member or reimbursed by an outside source. The amount to be deducted cannot exceed the amount earned by a family member 18 years old or older who is enabled to work because of the disability assistance. For non-elderly families, the disability assistance allowance is the lessor of: (1) the amount by which total expenses for disability assistance exceeds 3 percent of annual income or (2) what a family is able to earn because the disability assistance allowance is available.

For elderly families, the 3 percent of annual income must first be deducted from disability assistance expenses and then any remainder deducted from medical expenses.

If a family has both medical and disability assistance expenses, first deduct 3 percent of annual income from the disability assistance expenses; any remainder is then deducted from total medical expenses.

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- d. Medical expenses, for households whose head or spouse is at least 62 years of age or disabled, that are not covered by insurance and are in excess of 3 percent of annual income:
- (1). That has no disability assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed 3 percent of annual income;
 - (2). That has disability expenses greater than or equal to 3 percent of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
 - (3). That has disability assistance expenses that are less than 3 percent of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3 percent of annual income.

Medical expenses include the costs of diagnosis, cure, mitigation, treatment, or the prevention of disease, and the costs for treatments affecting any part or function of the body. They include the costs of equipments, supplies and diagnostic devices needed for these purposes. They also include dental expenses. Medical expenses include the premiums paid for insurance that covers the expenses of medical care and the amounts paid for transportation to get medical care. Medical expenses also include amounts paid for qualified long-term care services and limited amounts paid for any qualified long-term care insurance contract.

- e. Child care expenses (for which the family is not reimbursed) for the care of children less than 13 years of age to the extent necessary to enable a family member to be gainfully employed or to further their education. The amount deducted shall reflect reasonable charges for child care, and when child care is necessary to permit employment, the child care deduction shall not exceed the amount derived from that employment income.

4. Cooperating with Welfare Agencies

CHA and the local welfare agency agree:

To target public assistance, benefits, and services to families receiving assistance in the public housing program and the Section 8 tenant-based assistance program to achieve self-sufficiency;

5. Zero Income

If a family claims zero income at Admissions or at Annual Recertification, they will be required to complete a Zero Income Questionnaire. Any income reported will be annualized and counted as household income. The value of any products contributed to the household will also be annualized and counted as household income. The family may also be required to come in to complete a Zero Income Questionnaire every 90 days until stable income is established.

Section XIX. Inspection Policies and Housing Quality Standards

Housing leased in the HCVP (Section 8) for the CHA will meet the standards and acceptability criteria set forth in 24 CFR 982.401, as amended. The Landlord will at a minimum, maintain the unit(s) in compliance with those requirements during the Housing Assistance Payments Contract. Annual inspection will be made of all units on the program to ensure compliance with HUD's requirements. The Landlord and Family will be notified of the repairs necessary for compliance.

CHA will inspect all units to ensure that they meet Housing Quality Standards (HQS). No unit will be initially placed on the Section 8 Housing Choice Voucher Program unless the HQS is met. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

CHA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first-class mail. If the family is not at home for the scheduled inspection appointment and they do not contact the housing authority for a reschedule before the date of inspection, it is considered a Fail 98, and the assistance may be terminated.

If the family calls to dispute the termination, one more chance will be given with the understanding that if they miss another appointment for inspection, they may lose their assistance.

Owners and families are obligated to sign the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" at each initial lease signing.

A. Types of Inspections

CHA will perform six types of inspections:

1. Initial Inspection

Before approving a lease, CHA will ensure the dwelling unit is inspected for compliance according to CHA procedure. All HQS inspections of units shall be conducted within ten (10) working days of the date the unit is ready using a HUD approved inspection form. A copy of the inspection will be mailed to both the Landlord and Family. A report for every inspection will be prepared and maintained in the Family's file in the Housing Choice Voucher Program (Section

8) Office. Each report will specify the defects or deficiencies, if any, which must be corrected by the Landlord before the contract can be executed.

a. Unit Failure

If, as a result of the initial inspection, CHA determines violations exist, CHA will notify the Landlord and the Family in writing, and require the defects be corrected within fifteen days (15) of the failure. A copy of this notification will be retained in the Family's file in the Housing Choice Voucher Program (Section 8) office. If CHA determines, as a result of the re-inspection, that the Landlord has satisfactorily corrected all defects or deficiencies, CHA will execute the HAP Contract.

b. Correcting Deficiencies and Approval

If the Landlord fails to make the required repairs within fifteen (15) days, the Landlord and Family will be notified that the RFTA has been denied. The Family may then be issued new paperwork to search for alternate housing provided there is time left on the Voucher to search for housing.

2. Annual Inspection

Regular annual inspections will be made of each unit prior to the anniversary date of the last passed initial or annual inspection. If the unit passes the inspection, CHA will continue payments. If the unit fails inspection, the owner and tenant will be given 30 days to make the necessary repairs. CHA will not automatically come back out to re-inspect the unit after repairs are made. The owner and/or tenant must call and request a re-inspection once the repairs are made.

3. Complaint Inspection

The CHA will respond to all Families reporting violations of Housing Quality Standards in their units. Requests for complaint inspections are made to Landlord Services. Families may call the HQS Hotline or submit a written request.

Once the complaint is received, CHA will notify the Landlord of the complaint and give the Landlord a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, CHA will perform an inspection of the unit and staff will take the steps outlined for such situations according to the terms of the HAP contract.

A "reasonable time" will be determined by the severity of the condition.

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- a. Any hazard that represents an immediate threat to the health and safety of the Family must be corrected within 24 hours.
 - b. Any hazards that represent a potential threat to the health and safety of the Family must be corrected within three days.
 - c. Any violations that pose no threat to the health and safety of the Family must be corrected within 21 days unless granted an extension.

4. Special Inspection

An inspection caused by a third party, i.e., HUD, needing to view the unit.

5. Emergency

Emergency Inspections will be conducted when there are deficiencies in a unit that are considered to be life-threatening. The deficiencies must be corrected within 24 to 72 hours of the inspection date.

6. Quality Control Inspection

Quality Control inspections will be conducted in compliance with SEMAP regulation 985.2, public housing agency quality control sample. The records will be drawn in an unbiased manner and reviewed by a CHA supervisor. The supervisor's re-inspected sample will be drawn from recently completed HQS inspections (performed during the last three months preceding re-inspection) and will be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.

B. Owner and Family Responsibility

1. Owner Responsibility for HQS

- a. The owner must maintain the unit according to HQS.
- b. If the owner fails to maintain the dwelling unit according to HQS, CHA will take prompt and vigorous action to enforce the owner's obligations. CHA's remedies for such breach of the HQS include termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.
- c. CHA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by CHA and CHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more

than 30 calendar days (or any CHA-approved extension). Owners and tenants must request extensions in writing or extensions will not be granted. CHA will accept written verification of compliance in lieu of re-inspection in cases of minor, non-life threatening HQS violations. Written verification must be attested to by both the Landlord and the Family and must be submitted to CHA prior to the expiration of the allowed compliance period for failed items.

d. The owner is not responsible for a breach of the HQS that is not caused by the owner and for which the family is responsible. Furthermore, CHA may terminate assistance to a family because of the HQS breach caused by the family.

e. Move Tenant

Once abatement has occurred, a letter will be generated informing the Landlord of the abatement and the fifteen (15) day compliance time. If the Landlord does not bring the unit into compliance after fifteen (15) days of abatement, CHA will begin the process of relocating the Family. CHA will cancel the HAP Contract when the family moves from the unit or sixty (60) days after CHA after the abatement date, whichever comes first.

f. Continued Occupancy

After the Move Tenant notice is given, the Family must move from the unit or execute a Continued Occupancy document with the Landlord and present it to the Housing Choice Voucher Program (Section 8) staff. The Landlord must correct all deficiencies and pass the inspection before the HAP terminates. CHA will reestablish the HAP payments when the unit passes inspection, but will not make any retroactive payments for any period the unit did not meet HQS.

g. HAP Cancellation

If the unit does not pass inspection prior to the HAP termination date, and the Family decides not to move, but to instead enter into a separate lease with the Landlord, CHA will terminate the assistance to the Family in accordance with the HAP Contract.

Any overpayment of the HAP will be deducted from the Landlord's other assisted properties, or from the first HAP for any property leased under the program.

2. Family Responsibility for HQS

a. The family is responsible for a breach of the HQS that is caused by any of

the following:

- (1). The family fails to pay for any utilities that the owner is not required to pay, but which are to be paid by the tenant;
 - (2). The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - (3). Any member of the household, or a guest, damages the dwelling unit or premises (damage beyond ordinary wear and tear).
- b. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any CHA-approved extension).
 - c. If the family has caused a breach of the HQS, CHA will take prompt and vigorous action to enforce the family obligations. CHA may terminate assistance for the family according to 24 CFR 982.552.
 - d. Family Termination

The Section 8 Voucher Program Representative will send the Family a thirty (30) day notice of termination, and a copy to the Landlord. The Family will be allowed fifteen (15) days from the letter date to request an informal hearing to dispute the termination; or the Family may correct the deficiencies and request a reinspection.

If the Landlord has no pending deficiencies, the HAP payment will continue through the termination date if the tenant remains in the unit.

- e. Continued Occupancy

During the waiting period, the Landlord has the option to assist the family to correct the deficiencies if they agree to continue the tenancy. If agreed upon, the Landlord and family must complete and sign the Notice of Continued Occupancy and return it to Housing Choice Voucher Program (Section 8) office so that a reinspection may be made. The termination will be suspended if the unit passes inspection before the pending termination date.

- f. Informal Hearing

If the Family is terminated for HQS violations, and requests a hearing, an informal hearing will be held prior to the pending termination date.

C. Exceptions to the HQS Acceptability Criteria

CHA has the following HQS requirements in addition to the minimum standards set by HUD:

1. In units that do not have central air conditioning, the required openable windows must contain screens. This applies to the bathroom, if no mechanical exhaust is present; and one window in each sleeping room;
2. Bathrooms must have a door with properly operating knob and locks. Bedrooms must have a door with properly operating hardware, including door knob;
3. Thumb latch dead bolt locks are required on entry doors. Keyed locks are prohibited;
4. The heating system must be capable of maintaining a minimum of 68° F at a distance 3 feet above floor level, under minimum winter conditions;
5. Storm door, if present, must be in good condition (closer, handles, glass, screen);
6. Security bars on the openable window must be of the type that opens or is removed without the use of a key;
 2. Bedroom shall contain a minimum of 70 square feet (7x10) of floor space;
 3. Required handrails shall be not less than 30 inches nor more than 40 inches high measured vertically above the nosing of the treads. Guardrails shall be not less than 30 inches high above the floor of the porch, landing or balcony. Every handrail and guardrail shall be firmly fastened and capable of bearing normally imposed loads and shall be maintained in good condition;
 4. The dwelling unit must not contain un-vented room heaters that burn gas, oil, or kerosene. Electric area heaters are acceptable as a secondary source of heat only;
 5. Gutters, if present must be maintained free of obstructions and in proper working condition;
 6. Unpainted interior and/or exterior wood surfaces must be protected by an appropriate surface coating or treatment unless specifically

designed for use without protection;

7. All doors and windows must be appropriately weather stripped to prevent the entrance of wind, rain and/or vermin infestation;
8. Fences, when present, shall be in good condition, properly installed and maintained and should not pose a hazard. Barbed wire, razor wire, electric wire and other hazardous fence material are not permitted;

D. Time Frames and Corrections of HQS Fail Items

1. Correcting Initial HQS Fail Items

CHA will conduct an initial inspection of the unit within a reasonable period after the family submits a *Request for Tenancy Approval* and the owner and family indicate the unit is ready for inspection. The owner and participant will be notified of the results of the inspection. If the unit fails HQS, the owner and the participant will be advised to notify CHA (or the independent agency if applicable) to reschedule a re-inspection when the repairs have been properly completed. Once the unit passes the inspection, CHA (or the independent agency) will notify the owner and participant of the results.

If the Landlord fails to make the required repairs within 15 days, the landlord and Family will be notified that the RFTA has been denied and the Family will be issued new paperwork.

2. HQS Fail Items for Units under Contract

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s). If the unit fails HQS, the owner and the participant will be advised to notify CHA (or independent agency) to reschedule a re-inspection when the repairs have been properly completed.

If the owner fails to correct the items that failed HQS after proper notification has been given, CHA will abate payment and terminate the contract according to Sections 12.7 and 17.0(B)(3).

If the participant fails to correct the HQS failed items that are family caused after proper notification has been given, CHA will terminate assistance for the family according to Sections 12.2(B) and 17.0(B)(3).

If the unit does not pass inspection prior to the HAP termination date, and the

Family decides not to move, but to instead enter into a separate lease with the Landlord, CHA will terminate the assistance to the Family in accordance with the HAP Contract.

Any overpayment of the HAP will be deducted from the Landlord's other assisted properties, or from the first HAP for any property leased under the program.

3. Timeframes for Corrections

- a. Emergency repair items must be abated within 24 hours.
- b. Non-emergency items must be completed within thirty (30) days of the initial inspection.

4. Extensions

At the sole discretion of CHA, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, CHA will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks. Owners and tenants must request extensions in writing or extensions will not be granted.

E. Emergency Fail Items

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

1. No hot or cold water
2. Owner-provided utilities
3. Inability to maintain adequate heat
4. Major plumbing leak
5. Natural gas leak
6. Broken lock(s) on first floor doors or windows
7. Broken windows that unduly allow weather elements into the unit

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8. Electrical outlet smoking or sparking
 9. Exposed electrical wires that could result in shock or fire
 10. Unusable toilet when only one toilet is present in the unit
 11. Security risks such as broken doors or windows that would allow intrusion
 12. Other conditions that pose an immediate threat to health or safety
 13. When there is not at least one working smoke alarm on each floor.

F. Abatements

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated.

For tenant-caused HQS deficiencies, the owner will not be held accountable, and the rent will not be abated. The tenant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, CHA will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

Section XX. Rent Increase Requests

The Voucher Contract requires the Landlord to notify the CHA in writing, at least sixty (60) days prior to renewal, of a proposed rent increase and the date the increase will go into effect. All proposed rent increases must be approved by CHA as reasonable and cannot exceed rents charged for comparable unassisted units in the same complex.

CHA will conduct a rent reasonable survey using the computer databank of unassisted units to select comparable units. If the requested increase is determined reasonable, the approved increase will become effective the first day of the month following the 60 day notice.

Section XXI. Term of Lease

The initial lease term must be for at least one (1) year. However, CHA may at any time approve a shorter period if both of the following apply:

- A. It is the prevailing market practice; and
- B. It will improve housing opportunities.

The Landlord's lease must provide renewal terms.

Section XXII. Term of the HAP Contract

The initial term of the HAP contract shall coincide with the lease. After such time, the HAP contract shall extend automatically to coincide with the term of the lease. Any changes to the lease must be approved by CHA, and the Landlord must provide CHA with a copy of such changes in writing.

For HAP contracts on Project-Based Voucher units, the HAP contract will be from 1 to 10 years, with the possibility of one or more five-year extensions if CHA determines that such extension is appropriate to promote decent affordable housing in its service area.

Section XXIII. Owner Claims for damages and unpaid rent and participant's ensuing responsibilities

This Section applies only to voucher HAP contracts in effect before October 2, 1995. Vouchers have a provision for damages and unpaid rent. No vacancy loss will be paid on vouchers. No damage claims will be processed unless CHA has performed a move-out inspection. Either the tenant or the owner can request the move-out inspection. Ultimately, it is the owner's responsibility to request the move-out inspection if he/she believes there may be a claim.

Damage claims are limited in the following manner:

- In the voucher program, owners are allowed to claim up to one (1) month contract rent minus the greater of the security deposit collected or the security deposit that should have been collected under the lease. There will be no payment for vacancy losses under the voucher program.
- No damage claims will be paid under the voucher program for contracts effective on or after October 2, 1995.

A. Owner Claims for Pre-October 2, 1995 Units

According to the Voucher HAP contract, owners can make special claims for damages and unpaid rent, (vacancy loss cannot be claimed for vouchers) after the tenant has vacated or proper eviction proceedings have been conducted.

Owner claims for damages and unpaid rent are reviewed for accuracy and completeness. Claims are then compared to the move-in and move-out inspections to determine if an actual claim is warranted. No claim will be paid for normal wear and tear. Unpaid utility bills are not an eligible claim item.

CHA will make payments to owners for approved claims. It should be noted that the tenant is ultimately responsible for any damages or unpaid rent paid to the owner and will

be held responsible for repaying CHA to remain eligible for the Section 8 Housing Choice Voucher Program.

Actual bills and receipts for repairs, materials, and labor must support claims for damages if they exceed a cost estimate of damage claim by inspector. CHA has a list of reasonable costs and charges for items routinely included on damage claims. This list is used as a guide.

Owners can claim unpaid rent owed by the tenant up to the date of HAP termination if they evict for nonpayment of rent.

All claims and supporting documentation under this Section must be submitted to CHA within forty-five (45) days of the move-out inspection. Any reimbursement shall be applied first toward any unpaid rent. No reimbursement may be claimed for unpaid rent for the period after the family vacates.

B. Participant Responsibilities

If a damage claim or unpaid rent claim has been paid to an owner, the participant is responsible for repaying the amount to CHA. This shall be done either by paying the full amount due immediately upon CHA requesting it or through a Repayment Agreement that is approved by CHA.

If the participant is not current on any Repayment Agreements or has unpaid claims on more than one unit, the participant shall be terminated from the program. The participant retains the right to request an informal hearing.

Within twelve (12) months of the Family's last examination, the Housing Choice Voucher Program (Section 8) division will schedule an appointment to conduct a reexamination of Family income, assets, composition, and the extent of medical expenses for Elderly and Disabled Families, or other unusual expenses incurred by the Family. Participants will be offered up to 2 annual reexamination appointments and/or times. Participant failure to keep their annual reexamination appointment may be subject to termination from the program. CHA will conduct a criminal background check at every annual re-examination and on any Family member that there is reason to believe may have a criminal history, in addition to conducting criminal background checks on all new Family members sixteen (16) years or older. Any matter found that is a ground for termination of assistance will be reviewed and appropriate action taken to terminate assistance.

CHA will also review and collect all delinquent balances owed to CHA by the Family. Such balances include but are not limited to:

1. Payments made under a special claim to a Section 8 Voucher Program Landlord on behalf of the Family.

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2. Back-rent agreements made by the Family during participation in any of CHA's programs.
 3. Charges incurred by the Family when they moved from a unit owned or operated by CHA.

Section XXIV. Re-certification

A. Changes in Lease or Rent

If the participant and owner agree to any changes in the lease after the initial lease term (1 year), the owner must notify CHA and the tenant within sixty (60) days of the effective date of the proposed lease. The lease, including any changes, must be according to this Administrative Plan. Owners must notify CHA and the tenant of any changes in the amount of the rent at least sixty (60) days before the changes go into effect. If the rent increase is requested more than thirty (30) days after annual re-inspection, the owner may be required to wait until the next annual inspection date to increase the rent. Any such changes are subject to CHA determining them to be reasonable. CHA reserves the right to deny rent increases to landlords based on funding availability. Assistance shall not be continued unless CHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

1. Requirements governing participant or owner responsibilities for utilities or appliances;
2. In the lease terms governing the term of the lease;
3. If the participant moves to a new unit, even if the unit is in the same building or complex.

B. Annual Re-examination

At least annually, CHA will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

CHA will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. Participants will be offered up to 2 annual reexamination appointments and/or times. Failure to keep their annual reexamination appointment may be subject to termination from the program.

CHA will conduct a criminal background check at annual re-examination and on any Family member that there is reason to believe may have a criminal history, in addition to

conducting criminal background checks on all new Family members sixteen (16) years or older.

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, CHA will determine the family's annual income and will calculate their family share.

CHA will also review and collect all delinquent balances owed to CHA by the Family. Such balances include but are not limited to:

1. Payments made under a special claim to a Section 8 Voucher Program Landlord on behalf of the Family.
2. Back-rent agreements made by the Family during participation in any of CHA's programs.
3. Charges incurred by the Family when they moved from a unit owned or operated by CHA.

C. Effective Date of Rent Changes for Annual Reexaminations

The revised family share will generally be effective upon the anniversary date with 30 days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the revised rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

D. Missed Appointments

If the family misses the scheduled recertification appointment and fails to reschedule the appointment, CHA will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family contacts CHA to dispute the termination, one more chance will be given but the family must understand that if they miss another appointment for recertification, they may lose their assistance.

E. Interim Re-Examinations

Interim reexamination of the tenant's portion of rent will be made at the request of the tenant due to changes in family income or other relative circumstances. Families may request an interim based on a decrease in income for any reason, except for a decrease that lasts less than 30 days. All changes occurring prior to the next annual recertification must be reported to CHA within ten (10) days of occurrence. CHA will adjust the Housing Assistance Payments according to these verified changes.

Tenants are required to report all changes in family composition at the time of occurrence, even if the tenant portion of rent is not affected. When warranted, adjustments will be according to regulations. If the unit size is affected by the change in family composition, a voucher for the appropriate size unit will be issued at the time of the annual recertification.

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified. CHA will not re-verify the income of other family members.

Families are required to report the following changes to CHA between regular reexaminations. These changes will trigger an interim reexamination.

1. A member has been added to the family through birth, adoption, court-awarded custody or other PHA approved situation.
2. A household member is leaving or has left the family unit.
3. Family breakup
4. Dependant in household turns 18 – must come in to complete interim change and sign verification forms within 30 days of turning 18.

In circumstances of a family break-up, CHA will make a determination of which family member will retain the voucher, taking into consideration the following factors:

- a. To whom the voucher was issued.
- b. The interest of minor children or of ill, elderly, or disabled family members.
- c. In regards to custody of the child when there is a family split, CHA can use a notarized statement if court documentation is not attainable to determine the household size of the voucher holder. The tenant must try every means possible to obtain the court documentation. A child residing in the unit at least 50% of the time will be considered when determining voucher size.

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- d. Whether the assistance should remain with the family members remaining in the unit.
 - e. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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

Because of the number of possible different circumstances in which a determination will have to be made, CHA will make determinations on a case-by-case basis.

CHA will issue a determination within ten (10) business days of the request for a determination. The family member requesting the determination may request an informal hearing if they disagree with the outcome.

To add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. CHA will determine the eligibility of the new member before allowing the person(s) to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, CHA will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be according to the paragraph below:

4. Earned Income Disallowance families: Tenants whose disabled family member's income is being disallowed under the Earned Income Disallowance provision must attend an interim recertification at the end of the 12 cumulative month's 100% disallowance and again at the end of the next 12 cumulative month's 50% disallowance.

F. Special Recertification

If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, CHA may schedule special reexaminations every 90 days until the income stabilizes and an annual income

can be determined.

G. Effective Date of Rent Changes Due to Interim or Special Reexaminations

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Families may request an interim based on a decrease in income for any reason, except for a decrease that lasts less than 30 days. Upon such request, CHA will take timely action to process the interim reexamination and recalculate the family share.

The CHA requires a reasonable amount of time to process interim reexaminations. Changes in family composition or income that result in a decrease in the Family's share of the rent will require fifteen (15) days to review, verify and initiate the new payments to the Landlord. The new HAP payment will take effect the first of the month following this 15-day time frame. The Family is responsible for all rent payment to the Landlord until such time as the new rent takes effect. New income that increases the Family's share of the rent will become effective the first of the month following a 30-day notice to the Family and the Landlord.

If the family causes a delay, the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change timely, the change will be effective the first of the month after the rent amount is determined.

H. Retroactive Charges

Retroactive charges will be assessed in all cases where the proper rent or monthly payment has not been charged for whatever reason, except CHA error. Retroactive charges shall be assessed for the total amount that should have been paid had the proper information been received by CHA and/or the proper rent or monthly payment charges made. The tenant may be terminated from the program in cases of misrepresentation. If the amount of the retroactive charge is more than \$1,999, a repayment agreement will not be executed and the tenant may be terminated. In cases of termination, a tenant will have a right to an informal hearing. At this time, the case will be forwarded to the Grand Jury. Anyone with charges of \$1,999 or less may be allowed to enter into an agreement to pay and, depending upon the amount owed, may have up to 12 months to pay. Failure to enter into the agreement will result in termination of assistance. All cases will be handled on a case-by-case basis in determining the amount allowed for repayment agreement and the repayment agreement terms.

Section XXV. Termination of Assistance to Family by CHA

CHA may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family violates any family obligations under the program;
- B. If a family member fails to sign and submit consent forms;
- C. If a family fails to establish citizenship or eligible immigrant status and is not eligible for or does not elect continuation of assistance, pro-ration of assistance, or temporary deferral of assistance. If CHA determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;
- D. If any family member has ever been evicted from public housing;
- E. If CHA has ever terminated assistance under the Certificate or Voucher Program for any family member;
- F. If any family member or guest of the resident as well as any person under the resident's control commits drug-related or violent criminal activity on or near the premises; has weapons or illegal drugs seized by a law enforcement officer; or manufactures methamphetamine on the premises;
- G. If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- H. If the family currently owes rent or other amounts to CHA or to another housing agency in connection with Section 8 or public housing assistance under the 1937 Act;
- I. If the family has not reimbursed any housing agency 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;
- J. If the family breaches an agreement with CHA to pay amounts owed to a housing agency or amounts paid to an owner by a housing agency. (CHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a housing agency or amounts paid to an owner by a housing agency.
- K. If a family participating in the Family Self-Sufficiency (FSS) program fails to comply, without good cause, with the family's FSS contract of participation;

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- L. If the family has engaged in or threatened abusive or violent behavior toward housing agency personnel;
 - M. If any household member is subject to a lifetime registration requirement under a state sex offender registration program;
 - N. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by CHA to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - O. A family will be terminated if the family commits any serious or repeated violation of the lease. A family who causes \$500 in damages to a unit or commits any serious or repeated violations of the lease will be terminated from the Section 8 Housing Choice Voucher Program and will be ineligible for CHA assisted housing for three years from the date of termination. After three years, the family must demonstrate they have lived in the community without damaging property or without eviction for any serious or repeated violations of a lease to establish eligibility for CHA assisted housing. The proof of the \$500 in damages will be derived from an itemized list of damages that coincide with paid receipts, pictures and/or court documentation provided by the property owner. The damage documentation must be provided to CHA within 60 days of move-out. During court negotiations, the family's assistance will not be terminated. If the final outcome determines the family owes more than \$500 in damages, the family assistance will be terminated.

If the family receives an agreement through court proceedings to repay the owner for damages, the family assistance will not be terminated. If the family defaults on the repay agreement through the courts and the owner provides documentation of the default, the assistance will be terminated at that time.

If no court negotiations are necessary to determine damages and the family and owner negotiate a repay agreement, the family assistance will not be terminated; however, if the family defaults on the repay agreement and the owner can provide documentation of the default, the family assistance will terminate at that time.

A family who is evicted for nonpayment of rent or any other serious or repeated violations more than once may be terminated from the program. However, if the family pays the owner for the back rent within thirty (30) days of the eviction notice, the assistance will not be terminated. The family will be ineligible for CHA assisted housing for three years from the date of termination. After three years, to establish eligibility for CHA assisted housing, the family must demonstrate they have lived in the community without eviction for non-payment of rent or other serious or repeated violations of the lease.

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- P. If the family misses the scheduled inspection and fails to reschedule the inspection, CHA will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family calls to dispute the termination, one more chance will be given and the family will understand if they miss another appointment for inspection, they may lose their assistance.
- Q. **Misrepresentation**: If, at any time, CHA learns that a tenant made any misrepresentation to be eligible for assistance, the tenant's assistance may be terminated even though the tenant's current status may be eligible. A tenant's misrepresentation that results in a lower portion of tenant rent than should have been paid, will result in the tenant being required to pay the difference between that amount and the amount that should have been paid. In justifiable cases, CHA may take such action as it deems reasonable.

Section XXVI. Complaints, Informal Review for Applicants, Informal Hearings for Participants

A. Complaints

CHA will investigate and respond to complaints by participant families, owners, and the public. CHA may require that complaints other than HQS violations be put in writing. Anonymous complaints are investigated whenever possible.

If a family has an HQS complaint, they must call the owner. For non-emergencies, the family should send the complaint in writing to the owner and CHA.

B. Informal Review for Applicants

1. Informal Review for the Applicant

CHA will give an applicant for participation in the Section 8 Existing Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for CHA's decision. The notice will state that the applicant may request an informal review within ten (10) business days of the denial and will describe how to obtain the informal review.

2. When an Informal Review is Not Required

CHA will not provide the applicant an opportunity for an informal review for any of the following reasons:

- a. A determination of the family unit size under CHA subsidy standards.
- b. A CHA determination not to approve an extension or suspension of

a voucher term.

- c. A CHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
- d. A CHA determination that a unit selected by the applicant is not in compliance with HQS.
- e. A CHA determination that the unit is not in accordance with HQS because of family size or composition.
- f. General policy issues or class grievances.
- g. Discretionary administrative determinations by CHA.

3. Informal Review Process

CHA will give an applicant an opportunity for an informal review of CHA decision denying assistance to the applicant. The procedure is as follows:

- a. The review will be conducted by any person or persons designated by CHA other than the person who made or approved the decision under review or a subordinate of this person.
- b. The applicant will be given an opportunity to present written or oral objections to CHA's decision.
- c. CHA will notify the applicant of CHA's decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

4. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The applicant family may request that CHA provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance* or within 30 days of receipt of the INS appeal decision.

For applicant families, the Informal Review Process above will be utilized with the exception that the applicant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance* or of the INS appeal decision to request the review.

5. Informal Review Procedures for Denial of Assistance on the Basis of Drug

Activity. In determining whether to provide assistance, CHA will consider verifiable evidence of whether the household member(s):

- a. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
- b. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
- c. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

C. Informal Hearing for Participants

1. When a Hearing is Required

- a. CHA will give a participant family an opportunity for an informal hearing to consider whether the following CHA decisions relating to the individual circumstances of a participant family are according to the law, HUD regulations, and CHA policies:
 - (1). A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment;
 - (2). A determination of the appropriate utility allowance (if any) for tenant-paid utilities from CHA's utility allowance schedule;
 - (3). A determination of the family unit size under CHA subsidy standards;
 - (4). A determination that a Housing Choice Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under CHA subsidy standards, or CHA determination to deny the family's request for an exception from the standards;
 - (5). A determination to terminate assistance for a participant family because of the family's action or failure to act;
 - (6). A determination to terminate assistance because the

participant family has been absent from the assisted unit for longer than the maximum period permitted under CHA policy and HUD rules.

- b. CHA will give the opportunity for an informal hearing before CHA terminates HAPs for the family under an outstanding HAP contract.

2. When a Hearing is Not Required

CHA will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

- a. Discretionary administrative determinations by CHA;
- b. General policy issues or class grievances;
- c. Establishment of CHA's schedule of utility allowances for families in the program;
- d. A CHA determination not to approve an extension or suspension of a voucher term;
- e. A CHA determination not to approve a unit or lease;
- f. A CHA determination that an assisted unit is not in compliance with HQS. (However, CHA will provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.);
- g. A CHA determination that the unit is not according to HQS because of the family size;
- h. A determination by CHA to exercise or not exercise any right or remedy against the owner under a HAP contract.

3. Notice to the Family

- a. CHA will notify the family that the family may ask for an explanation of the basis of CHA's determination, and that if the family does not agree with the determination, the family may request an informal hearing on the decision.
- b. CHA will give the family prompt written notice that the family may request a hearing within ten (10) business days of the notification. The notice will:

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- (1). Contain a brief statement of the reasons for the decision; and
 - (2). State if the family does not agree with the decision, the family may request an informal hearing on the decision within ten (10) business days of the notification.

4. Hearing Procedures

CHA and participants will adhere to the following procedures:

a. Discovery

- (1). The family will be given the opportunity to examine before the hearing any CHA documents that are directly relevant to the hearing. The family will be allowed to copy any such document at the family's expense. If CHA does not make the document(s) available for examination on request of the family, CHA may not rely on the document at the hearing.
- (2). CHA will be given the opportunity to examine, at CHA's offices before the hearing, any family documents that are directly relevant to the hearing. CHA will be allowed to copy any such document at CHA's expense. If the family does not make the document(s) available for examination on request of CHA, the family may not rely on the document(s) at the hearing.

Note: The term **document** includes records and regulations.

b. Representation of the Family

At its own expense, a lawyer or other representative may represent the family.

c. Hearing Officer

- (1). The hearing will be conducted by any person or persons designated by CHA, other than a person who made or approved the decision under review or a subordinate of this person.
- (2). The person who conducts the hearing will regulate the

conduct of the hearing according to CHA hearing procedures.

d. Evidence

CHA and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

e. Issuance of Decision

The person who conducts the hearing must issue a written decision within 14 calendar days from the date of the hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the hearing.

f. Effect of the Decision

CHA is not bound by a hearing decision:

- (1). Concerning a matter for which CHA is not required to provide an opportunity for an informal hearing under this Section or that otherwise exceeds the authority of the person conducting the hearing under CHA hearing procedures.
- (2). Contrary to HUD regulations or requirements or otherwise contrary to federal, state, or local law.
- (3). If CHA determines that it is not bound by a hearing decision, CHA will notify the family within 14 calendar days of the determination and of the reasons for the determination.

5. Considering Circumstances

In deciding whether to terminate assistance because of action or inaction by members of the family, CHA may consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family members who were not involved in the action or failure.

CHA may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. CHA may permit the other members of a participant family to continue receiving assistance.

If CHA seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that CHA provides notice to the family of CHA's decision to deny or terminate assistance. In determining whether to terminate assistance for these reasons CHA will consider evidence of whether the household member:

- a. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
 - b. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
 - c. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.
6. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that CHA provide for an informal hearing after the family has notification of the INS decision on appeal or in lieu of request of appeal to the INS. This request must be made by the participant family within 30 days of receipt of the *Notice of Denial or Termination of Assistance* or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the *Notice of Denial or Termination of Assistance* or of the INS appeal decision.

Section XXVII. Termination of Lease and Contract

The term of the lease and the term of the HAP contract are the same. They begin on the same date, and they end on the same date. The lease may be terminated by the owner, by the tenant, or by the mutual agreement of both. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by CHA. Under some circumstances the contract automatically terminates.

CHA may terminate the HAP contract if it is determined there is insufficient funding. CHA may terminate a HAP contract with a 30-day notice to the landlord and the tenant prior to recertification date that it is determined there is insufficient funding to continue the HAP contract. The following will be excluded: elderly families, disabled families, Family Self-Sufficiency families, and Section 8 homeowner families. CHA will add the families being terminated to the top of the waiting list and when funding is resumed, the family will receive a voucher for their rental assistance.

A. Termination of the Lease

1. By the family

The family may terminate the lease without cause upon proper notice to the owner and to CHA after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

For families residing in units which are assisted with project-based vouchers, if the family has elected to terminate the lease in this manner, CHA will offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance. Before providing notice to terminate the lease, a family must contact CHA to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable tenant-based rental assistance is not immediately available upon termination of the family's lease of a project-based voucher unit, CHA will give the family priority to receive the next available opportunity for continued tenant-based rental assistance. If the family terminates the assisted lease before the end of one year, the family relinquishes the opportunity for continued tenant-based assistance.

2. By the owner

a. The owner may terminate the lease during its term on the following grounds:

- (1). Serious or repeated violations of the terms or conditions of the lease;
- (2). Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
- (3). Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the

premises by other persons residing in the immediate vicinity of the premises;

(4). Any drug-related or violent criminal activity on or near the premises;

(5). Other good cause. Other good cause may include, but is not limited to:

(a) Failure by the family to accept the offer of a new lease;

(b) Family history of disturbances of neighbors or destruction of property or living or housekeeping habits resulting in damage to the property or unit;

(c) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit (not applicable for project-based Voucher units);

(d) A business or economic reason, such as sale of the property, renovation of the unit, desire to rent at a higher rental amount (not applicable for project-based voucher units).

b. During the first year the owner may not terminate tenancy for other good cause unless the reason is because of something the household did or failed to do.

c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give CHA a copy of any owner eviction notice to the tenant at the same time the owner gives the notice to the tenant.

d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed. Families in units assisted by a project-based voucher will be provided with a tenant-based voucher upon the termination of the assistance to the unit which they occupy.

3. By mutual agreement

The family and the owner may at any time mutually agree to terminate for

extraordinary circumstances. The extraordinary circumstances must be approved by a supervisor.

B. Termination of the Contract

1. Automatic termination of the contract

- a. If CHA terminates assistance to the family, the contract terminates automatically.
- b. If the family moves out of the unit, the contract terminates automatically.
- c. 180 calendar days after the last housing assistance payment to the owner.

2. Termination of the contract by the owner

The owner may only terminate tenancy according to the lease and state and local law. For Project-Based Voucher HAP contracts, the owner may terminate the HAP contract, upon notice to CHA, if the amount of rent to owner for any contract unit, as adjusted in accordance with applicable regulations, is below the amount of the initial rent to owner. In this case, CHA will provide Tenant-Based Vouchers to the assisted family.

3. Termination of the HAP contract by CHA

CHA may terminate the HAP contract because:

- a. CHA has terminated assistance to the family.
- b. The unit does not meet HQS space standards because of an increase in family size or change in family composition.
- c. The unit is larger than appropriate for the family size or composition under the regular Housing Choice Voucher Program.
- d. When the family breaks up and CHA determines that the family members who move from the unit will continue to receive the assistance.
- e. The owner has breached the contract in any of the following ways:
 - (1). If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit according to HQS;

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- (2). If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act;
 - (3). If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
 - (4). For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
 - (5). If the owner has engaged in drug-related criminal activity trafficking or any violent criminal activity.
- f. If a welfare-to-work family fails to fulfill its obligations under the welfare-to-work voucher program.
 - g. CHA may terminate the HAP contract if it is determined there is insufficient funding. CHA may terminate a HAP contract with a 30-day notice to the landlord and the tenant at the recertification date that it is determined there is insufficient funding to continue the HAP contract. If the HAP contract is terminated or if the Payment Standards are lowered because of insufficient funding, the following will be excluded: elderly families, disabled families, Family Self-Sufficiency families, and Section 8 homeowner families. CHA will do a random selection of HAP contracts to terminate from all active HAP contracts currently in place. CHA will add the families being terminated to the top of the waiting list and when funding is resumed, the family will receive a voucher for their rental assistance.
4. Final HAP payment to owner

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, CHA will continue to make payments until the owner obtains a judgment or the family moves out. The owner must file a detainer warrant within five (5) days of the move-out date stated in the eviction notice.
 5. Abandonment:

If the tenant abandons the unit, the owner will keep the housing assistance payment for the month the tenant abandons. The family will not be responsible to repay the housing assistance payment for the month of abandonment. The tenant will receive a termination of assistance letter. If the tenant wants to reapply for housing, they must prove they have lived in a unit for two years without abandoning.

If the owner must post the unit abandoned due to family unexplained absence from the unit, CHA will pay through a thirty-(30) day abandonment.

Section XXIII. Payment of Monies Owed by the Family to CHA

A. Section 8 Voucher Applicants Living in CHA's Conventional Public Housing

Families transferring from Public Housing to the Section 8 Voucher Program must satisfy all outstanding debts under the Public Housing lease prior to transferring to the Section 8 Voucher Program. Families accessed a debt to CHA of \$500.00 or less, after being issued a Voucher and prior to a Section 8 HAP contract being executed on their behalf, may be offered the opportunity to enter into an agreement to pay the amount owed. Under such an agreement, CHA may accept 25% of the debt and negotiate a promissory note to repay the remaining balance within twelve (12) months. Any amounts greater than \$500.00 must be paid prior to execution of a Section 8 HAP contract.

B. Section 8 Voucher Applicants Living Outside of CHA's Conventional Public Housing

CHA will deny participation to any Applicant (including Family members) owing CHA money or to any Applicant (including Family Members) whose previous performance in any CHA program would disqualify them from further participation.

C. Additions to Families

CHA will allow the Family to enter into a repayment agreement in the event a spouse of the Head of Household is added to a Family and that adult has an outstanding debt to CHA. The total amount owed by the adult requesting to be added to the lease will be transferred to the Head of Household's account and payments will become the responsibility of the Head of Household and, if applicable, the Co-head. Failure to pay the repayment agreement may result in the Family's termination from the program.

D. Participants in the Housing Choice Voucher Program (Section 8)

Families must satisfy, in full, all outstanding balances to CHA resulting from previous

tenancy in any housing program administered or managed by CHA. This includes debts for damages, fraud and move-out expenses from public housing or special claims paid to a Housing Choice Voucher Program (Section 8) Landlord. If the amount owed is \$500.00 or less, CHA may accept 25% of the debt and negotiate a promissory note to repay the remaining balance within twelve (12) months. Failure to pay monies owed CHA may result in termination of assistance.

Section XXIX. Charges Against the Administrative Fee Reserve

Occasionally, it is necessary for the CHA to spend money from its Housing Choice Voucher Program (Section 8) Administrative Fee Reserve to meet unseen or extraordinary expenditures or for its other housing related purposes consistent with State law.

The CHA Board of Commissioners authorizes the Executive Director to expend without prior Board approval up to and including Ten Thousand Dollars (\$10,000) for authorized expenditures.

Any item(s) exceeding Ten Thousand Dollars (\$10,000) will require prior Board of Commissioner approval before any charge is made against the Housing Choice Voucher Program (Section 8) Administrative Fee Reserve.

Section XXX. Verification and Privacy of Family Information

CHA will utilize all means, including electronic, to collect and verify information about participants and all household members. Certain of this data may be shared, on request, only with the individual to whom the information pertains. Heads of Household only may receive information on minors residing in the household. Information for other adults in the household may be provided, only to them, at their request only. There is no fee to provide this information during the annual reexamination interview, and/or when income information is disputed by any member of the household. Each adult member of the household shall sign the PDQ acknowledging these methods of data collection and their rights to access the information.

Section XXXI. Project-Based Vouchers - Additional Requirements

- A. Owner Proposal Submission Procedures
 - 1. General Requirements – Subject to HUD limitations on the number of Project-Based Vouchers (PBVs) that can be issued, and all other HUD requirements for the PBV program at 24 CFR Part 983, CHA may from time to time issue a Request for Proposals (RFP), soliciting Owners of rental property in the CHA service area to submit proposals to make use of PBVs. RFPs may solicit proposals from any Owners of rental property, or may specifically target one or more client demographic types (such as

chronically homeless individuals) or development types (such as core urban, suburban, rural, etc.) for that RFP.

2. Public Notice of RFP – The RFP will be publicized in the legal classified section of the newspaper of general circulation, as well as on CHA’s web site. A due date for proposals will be indicated in the publication, as well as directions for obtaining an application packet, and CHA contact person for the RFP process.

B. Site Selection Standards

1. Generally – CHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site, unless CHA determines that:

- a. PBV assistance at the site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities, as set out in CHA’s Agency Plan. In determining the standards to apply in determining whether a proposed PBV development will be selected, the following must be considered:

- whether the census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community;
- whether a PBV development will be located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition;
- whether the census tract in which the proposed PBV development will be located is undergoing significant revitalization;
- whether state, local, or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
- whether new market rate units are being developed in the same census tract where the proposed PBV development will be located and the likelihood that such market rate units will positively impact the poverty rate in the area;
- If the poverty rate in the area where the proposed PBV development will be located is greater than 20 percent, the PHA should consider whether in the past five years there has been an overall decline in the poverty rate;
- whether there are meaningful opportunities for educational and economic advancement in the census tract where the proposed PBV development will be located.

- b. The site is suitable from the standpoint of facilitating and

furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d–2000d(4)) and HUD's implementing regulations at 24 CFR part 1; Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601–3629); and HUD's implementing regulations at 24 CFR parts 100 through 199; Executive Order 11063 (27 FR 11527; 3 CFR, 1959–1963 Comp., p. 652) and HUD's implementing regulations at 24 CFR part 107. The site must meet the section 504 site selection requirements described in 24 CFR 8.4(b)(5).

- c. The site meets the HQS site standards at 24 CFR 982.401(l).
2. CHA Goals for Site Selection – To enhance the quality of life for participants in the voucher program, in addition to considering the factors listed above, CHA will also prioritize the following site- and location-related factors in selecting sites for Project Based Vouchers in its service area:
- a. To promote the continuing viability and redevelopment of properties in inner-city and older developed areas, proposed sites in core City locations will be favored over outer suburban or exurban sites; however, some RFPs may focus specifically on suburban or rural sites;
 - b. To promote lower transportation costs for residents, CHA will favor sites with easy access to public transportation or bicycle routes, and will favor locations near areas with job, retail, school, healthcare, government and other commercial and community resources;
 - e. To promote equitable distribution of PBV throughout CHA's service area, CHA may limit the number of PBV units in any one development, and/or give additional weighting to projects located in areas where no PBVs are currently being utilized.
 - f. To promote maximum participation by Owners in the PBV program, CHA may limit the number of PBV units in any one development, and/or give additional weighting to proposals from Owners who have not participated in the program before.
3. Site Selection Standards for Existing and Rehabilitated Housing – To be selected for use of PBVs, sites must:
- a. Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)
 - b. Promote greater choice of housing opportunities and avoid undue

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- concentration of assisted persons in areas containing a high proportion of low-income persons.
- c. Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
 - d. Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower-income workers is not excessive. While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.
4. Site Selection Standards for Newly Constructed Housing – To be selected for use of PBVs, sites must:
- a. Be adequate in size, exposure, and contour to accommodate the number and type of units proposed, and adequate utilities (water, sewer, gas, and electricity) and streets must be available to service the site.
 - b. Not be located in an area of minority concentration, except as permitted under below, and must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
 - c. A project may be located in an area of minority concentration only if:
 - Sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration; or
 - The project is necessary to meet overriding housing needs that cannot be met in that housing market area.
 - d. The site must promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
 - e. The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.
 - f. The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
 - g. Except for new construction, housing designed for elderly persons, travel time, and cost via public transportation or private automobile

from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.

C. Eligible Projects and Units

1. Housing Quality Standards (HQS)– PBV-assisted units must adhere to the same quality standards as other housing units in the HCV Program. All units must be inspected and pass HQS before execution of the Housing Assistance Payment contract. Once the unit is assisted, inspections must also be conducted on each unit turnover, and annually in compliance with 24 CFR 983.103.
2. Accessibility – PBV-assisted projects must comply with the program accessibility requirements in section 504 of the Rehabilitation Act of 1973 and the implementing HUD regulations at 24 CFR part 8. Project sites must provide 5% or more of assisted units meeting full mobility accessibility as defined by 24 CFR 8.32 and the applicable sections of the Uniform Federal Accessibility Standards. Additionally, for newly-constructed projects or projects with rehabilitation costs in excess of 75% of replacement costs, 2% of the assisted units must be accessible for persons with hearing or vision impairments.
3. Unit Caps – The percentage of PBV units in any building must not exceed 25%, except for buildings with four or fewer units, and except (upon special request to CHA) for units serving elderly or disabled families, or families receiving supportive services, where supportive services are those services necessary for the families to achieve housing stability. The supportive services must be provided by a qualified agency or nonprofit, and the services must be specifically tailored to need. Services may include mental health care, substance abuse treatment, job training, education assistance, recreational therapy, life skills, money management, case management, and other mainstream resources.

D. Ineligible Units – The following types of units or projects are not eligible for the PBV program:

1. Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution;
2. Nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care. However, CHA may attach PBV assistance for a dwelling unit in an assisted living facility that provides home health care services such as nursing and therapy for residents of the housing;
3. Units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students of the institution;
4. Shared housing;
5. Manufactured homes;
6. Cooperative housing;

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7. Transitional Housing;
 8. High-rise elevator project for families with children;
 9. Owner-occupied units;
 10. Units receiving certain other types of federal, state or local subsidies (proposed projects will be subject to subsidy-layering analysis).

E. Requirements for New or Rehabilitated Housing

1. For projects selected under the RFP process for PBV, that will be constructed or renovated in anticipation of receiving PBVs, CHA will enter into an Agreement to enter into a HAP contract, wherein the Owner agrees to construct or renovate units that will meet applicable laws, standards (including HQS) and regulations, and CHA agrees to execute a binding HAP contract for the units when complete.
2. The Agreement will specify:
 - a. Site;
 - b. Location of contract units on site;
 - c. Number of contract units by area (size) and number of bedrooms and bathrooms;
 - d. Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent to owner;
 - e. Utilities available to the contract units, including a specification of utility services to be paid by owner (without charges in addition to rent) and utility services to be paid by the tenant;
 - f. Indication of whether or not the design and construction requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.205 and the accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR 8.22 and 8.23 apply to units under the Agreement. If these requirements are applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement, as specified in paragraph (c)(i)(viii) of this section.
 - g. Estimated initial rents to owner for the contract units;
 - h. Description of the work to be performed under the Agreement. If the Agreement is for rehabilitation of units, the work description must include the rehabilitation work write up and, where determined necessary by CHA, specifications, and plans. If the Agreement is for new construction, the work description must include the working drawings and specifications;
 - i. Completion Deadline for Construction or Rehabilitation;
 - j. The term length (1-10 years) and initial rent to owner under the HAP contract to be executed.
3. Conduct of Development Work

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- a. Labor standards - In the case of an Agreement for development of nine or more contract units, the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in development of the housing. The owner and the owner's contractors and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, the Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. CHA will monitor compliance with labor standards.
 - b. Section 3 — Training, employment, and contracting opportunities. The owner must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations at 24 CFR part 135.
 - c. Equal employment opportunity. The owner must comply with federal equal employment opportunity requirements of Executive Orders 11246 as amended (3 CFR, 1964–1965 Comp., p. 339), 11625 (3 CFR, 1971–1975 Comp., p. 616), 12432 (3 CFR, 1983 Comp., p. 198) and 12138 (3 CFR, 1977 Comp., p. 393).
 - d. Eligibility to participate in federal programs and activities. The Agreement and HAP contract shall include a certification by the owner that the owner and other project principals (including the officers and principal members, shareholders, investors, and other parties having a substantial interest in the project) are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.
 - e. Disclosure of conflict of interest. The owner must disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

4. Completion of Housing

- a. Owner must complete the work before the deadline set in the Agreement, as set out above.
- b. Once the housing is complete, the Owner will submit the following evidence to CHA, in the manner prescribed by CHA:
 - Owner certification that the work has been completed in accordance with the HQS and all requirements of the Agreement;
 - Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing;
 - A certificate of occupancy from the local building code authority.
- c. Once CHA determines that the housing has been completed in accordance with the Agreement and all required Owner

submissions have been received and approved, CHA will execute the HAP contract.

F. Environmental Review

All projects are subject to environmental review and approval by HUD prior to execution of contract, pursuant to 24 CFR Parts 58 and 983.58.

G. Project Selection

1. In addition to preference criteria for project site and location, set out above, CHA will also prioritize proposals furthering several non-site-related criteria:
 - a. To promote the continuing economic viability, maintenance and redevelopment of existing housing stock, sites with existing housing will be favored over project proposing new housing;
 - b. to promote the availability of larger, family-sized units, sites with those unit types will be favored over sites without;
 - c. to promote the availability of permanent housing for households who have been homeless in Chattanooga, projects which propose serving those households with an integrated program of services and permanent housing may be targeted with RFPs specifically for those projects.
2. Each proposal received under the RFP process will be reviewed by CHA staff and evaluated to determine if it meets the minimum threshold criteria for site selection and location, unit type, and requirements for newly developed or existing housing, as set out above. Proposals meeting the threshold criteria will be prioritized according to the site- and non-site related criteria. CHA may make one or more awards of project-based vouchers for the highest-ranking proposals.

H. CHA-Owned Units

1. CHA and its affiliated entities may compete for PBVs on projects owned or operated by CHA and its affiliates; however, CHA must follow the same proposal procedures and selection criteria as other property owners, and such procedures and selection must be reviewed and approved by HUD before award.
2. Determination of the rent level for each unit must be performed by an independent party approved by HUD
3. Housing Quality Inspection for each unit must be performed by an independent party approved by HUD

I. Cap on Number of Project-Based Units in Each Building

The CHA may not select a proposal to provide PBV assistance for units in a building or enter into an Agreement or HAP contract to provide PBV assistance for units in a building, if the total number of swelling units in the building that will receive PBV assistance during the term of the PBV HAP is more than 25% of the number of dwelling units (assisted or unassisted) in the building.

In the following cases, PBV units are not counted against the 25% per building cap:

- Units in a single-family building;
- “Excepted units” in a multifamily building; excepted units means units in a multifamily building that are specifically made available for qualifying families. “Qualifying families” means elderly or disabled families or families receiving supportive services as approved by the CHA.

To qualify, a family must have at least one member receiving at least one qualifying supportive service.

The CHA shall not require participation in medical or disability-related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered.

FSS services may include, but are not limited to, credit repair, homeownership counseling, job training, and post-secondary education.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

If a family in an excepted unit fails without good cause to complete its FSS contract of participation or if the family fails to complete the supportive services requirement as outlined in this plan, the CHA will take the action provided under 24 CFR 983.261(d) and the owner may terminate the lease in accordance with 24 CFR 983.257(c).

Also, at the time of initial lease execution between the family and the owner, the family and the CHA must sign a statement of family responsibility. The statement of family responsibility must contain all family obligations including the family’s participation in a service program. Failure by the family without good cause to fulfill its service obligation will require the CHA to terminate assistance. If the unit at the time of such termination is an excepted unit, the exception continues to apply to the unit as long as the unit is made available to another qualifying family.

The CHA shall monitor the excepted family's continued receipt of supportive services on an annual basis and will take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. The CHA's monitoring of the receipt of supportive services will include verification from the provider of the supportive services that the family continues to receive the services. The CHA may verify orally, however, written documentation of the verification shall be placed in the participant's file.

J Selection from the Waiting List

The CHA recognizes no preferences in the management of PBV waiting list. Applications will be processed based on the date and time of application.

Depending upon the nature of the PBV award, the CHA may elect to delegate the administration of the waiting list to the owner. Said delegation will be in writing and will be signed by a representative of the CHA and the owner. The CHA shall review and monitor the owner's administration of the waiting list on an annual basis and shall provide a report on any deficiencies to the owner for correction. Otherwise, the CHA shall maintain a separate project based waiting list based on date and time of application as noted above.

Section XXXII – Special Housing Type – Group Home

A. Eligibility

The following individuals residing in a group home are eligible for housing assistance under the Housing Choice Voucher Program:

1. An elderly person or a person with disabilities residing reside in a State-approved group home.
2. If approved by the PHA, a live-in aide may reside with a person with disabilities.
 - a. The PHA must approve a live-in aide if needed as a reasonable accommodation
3. Except for a live-in aide, all residents of a group home, whether assisted or unassisted, must be elderly persons or persons with disabilities.
4. Persons residing in a group home must not require continual medical or nursing care.
5. Persons who are not assisted under the tenant-based program may reside in a group home.
6. No more than 12 persons may reside in a group home. This limit covers all persons who reside in the unit, including assisted and unassisted residents and any live-in aide.

B. Rent and voucher housing assistance payment:

1. Meaning of pro-rata portion. For a group home, the term ``pro-rata portion''

means the ratio derived by dividing the number of persons in the assisted household by the total number of residents (assisted and unassisted) residing in the group home. The number of persons in the assisted household equals one assisted person, plus any PHA-approved live-in aide.

2. Rent to owner: Reasonable rent limit. (1) The rent to owner for an assisted person may not exceed the pro-rata portion of the reasonable rent for the group home.
3. The reasonable rent for a group home is determined in accordance with Sec. 982.507. In determining reasonable rent for the group home, the PHA must consider whether sanitary facilities, and facilities for food preparation and service, are common facilities or private facilities.
4. Payment standard--(1) Family unit size.
 - a. Unless there is a live-in aide, the family unit size is zero or one bedroom.
 - b. If there is a live-in aide, the live-in aide must be counted in determining the family unit size.
 - c. The payment standard for a person who resides in a group home is the lower of:
 - (i) The payment standard amount on the PHA payment standard schedule for the family unit size; or
 - (ii) The pro-rata portion of the payment standard amount on the PHA payment standard schedule for the group home size.
 - (ii) If there is a live-in aide, the live-in aide must be counted in determining the family unit size.

C. Utility Allowance

The utility allowance for each assisted person residing in a group home is the pro-rata portion of the utility allowance for the group home unit size.

D. Housing quality standards:

1. Compliance with HQS. The PHA may not give approval to reside in a group home unless the unit, including the portion of the unit available for use by the assisted person under the lease, meets the housing quality standards.
2. The entire unit must comply with the HQS.
3. Additional performance requirements. The following additional performance requirements apply to a group home:
 - a. **Sanitary facilities.**
 - (i) There must be a bathroom in the unit.
 - (ii) The unit must contain, and an assisted resident must have ready access to:
 - (A) A flush toilet that can be used in privacy;
 - (B) A fixed basin with hot and cold running water; and
 - (C) A shower or bathtub with hot and cold running water.
 - (iii) All of these facilities must be in proper operating condition, and must be adequate for personal cleanliness and the disposal of human waste. The

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- facilities must utilize an approvable public or private disposal system.
- (iv) The unit may contain private or common sanitary facilities. However, the facilities must be sufficient in number so that they need not be shared by more than four residents of the group home.
 - (v) Sanitary facilities in the group home must be readily accessible to and usable by residents, including persons with disabilities.

b. Food preparation and service

- (i) The unit must contain a kitchen and a dining area. There must be adequate space to store, prepare, and serve foods in a sanitary manner.
- (ii) Food preparation and service equipment must be in proper operating condition. The equipment must be adequate for the number of residents in the group home. The unit must contain the following equipment:
 - (A) A stove or range, and oven;
 - (B) A refrigerator; and
 - (C) A kitchen sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
- (iii) There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.
- (iv) The unit may contain private or common facilities for food preparation and service.

c. Space and security

- (i) The unit must provide adequate space and security for the assisted person.
- (ii) The unit must contain a living room, kitchen, dining area, bathroom, and other appropriate social, recreational or community space.
- (iii) The unit must contain at least one bedroom of appropriate size for each two persons.
- (iv) Doors and windows that are accessible from outside the unit must be lockable.

d. Structure and material

- (i) The unit must be structurally sound to avoid any threat to the health and safety of the residents, and to protect the residents from the environment.
- (ii) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, loose surface materials, severe buckling or noticeable movement under walking stress, missing parts or other significant damage. The roof structure must be firm, and the roof must be weather tight. The exterior or wall structure and exterior wall surface may not have any serious defects such as serious leaning, buckling, sagging, cracks or large holes, loose siding, or other serious damage. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., must not present a danger of tripping or falling. Elevators must be maintained in safe operating condition.

(iii) The group home must be accessible to and usable by a resident with disabilities.

e. **Site and neighborhood.** The site and neighborhood must be reasonably free from disturbing noises and reverberations and other hazards to the health, safety, and general welfare of the residents. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps, instability, flooding, poor drainage, septic tank back-ups, sewage hazards or mud slides, abnormal air pollution, smoke or dust, excessive noise, vibrations or vehicular traffic, excessive accumulations of trash, vermin or rodent infestation, or fire hazards. The unit must be located in a residential setting.

Section XXXIII. Housing Choice Voucher Homeownership Program

1. General

Before commencing homeownership assistance for a family, the CHA shall determine that all of the following initial requirements have been satisfied: the family is qualified to receive homeownership and is in good standing with the CHA, the unit is eligible, and the family has satisfactorily completed the CHA's program of required pre-assistance homeownership counseling.

The CHA is responsible for requiring the purchaser to obtain and maintain flood insurance for units in special flood hazard areas, prohibiting assistance for acquiring unit in the coastal barrier resources system and requiring notification to the purchaser of units in airport runway clear zones and airfield clear zones. In the case of units not yet under construction at the time the family enters into the contract for sale, the additional environmental review requirements referenced in 24 CFR 982.628(e) apply, and the CHA shall submit all relevant environmental information to the responsible entity or to HUD to assist in those requirements.

2. Eligibility Requirements for Families

The CHA must first determine that a family satisfies all of the following requirements at commencement of homeownership assistance: the family has been admitted to the Housing Choice Voucher Program and is in good standing with the CHA, the family is willing to save enough money to put toward a 1% down payment on the new home, the family is enrolled in the CHA's Family Self Sufficiency Program or is willing to enroll, the family is willing to complete pre-purchase counseling and a homebuyer education class, the family is willing to attend post-purchase counseling and/or workshops, the family has a household income of at least \$13,100 per year earned from employment or is an elderly/disabled family, the family satisfies the employment requirements, the family has not lost a home because of foreclosure in the last three years, the family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option, and no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home [except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance].

At commencement of homeownership assistance for the family, the family must be any of the following: a first-time homeowner, a cooperative member, a family of which a family member is a person with disabilities, and use of the homeownership option is needed as a reasonable accommodation so that the program is readily accessible to and usable by such person.

Minimum Income Requirements – At commencement of monthly homeownership assistance payment of the family, or at the time of a down payment assistance grant for the family, the family must demonstrate that the annual income of the adult family members who will own the home at commencement of the homeownership assistance is not less than \$13,100; in the case of a disabled family, the monthly Federal Supplemental Security Income benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or in the case of other families the Federal minimum wage multiplied by 2,000 hours.

Except in the case of an elderly family or a disabled family the CHA shall not count any welfare assistance received by the family in determining annual income. This disregard of welfare assistance income only affects the determination of minimum annual income used to determine if a family initially qualifies for commencement of homeownership assistance but does not affect the determination of income eligibility for admission to the HCV Program, calculation of the amount of the family's total tenant payment (gross family contribution) or calculation of the amount of homeownership assistance payments on behalf of the family.

In the case of an elderly or disabled family, the CHA shall include welfare assistance for the adult family members who will own the home in determining if the family meets the minimum income requirement.

Employment Requirements – The family must demonstrate that one or more adult members of the family who will own the home at commencement of homeownership assistance [with the exception of elderly/disabled families] is currently employed on a full-time basis (the term "full time employment" means not less than an average of 30 hours per week) and has been continuously so employed during the year before commencement of homeownership assistance for the family.

HO clients must be "continuously employed." So should a client lose a job, they would have 180 days to find employment - unless there are extenuating circumstances. The CHA shall have discretion to determine whether and to what extent interruptions are considered to break continuity of employment during the year. The CHA may count successive employment during the year and self-employment in a business.

The employment requirement does not apply to an elderly family or a disabled family. Furthermore, if a family, other than an elderly family or disabled family, includes a person with disabilities, the CHA shall grant an exemption from the employment requirement if the CHA determines that an exemption is needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

The CHA may not impose additional employment requirements.

Prohibition Against Assistance To Family That Has Defaulted – The CHA shall not commence homeownership assistance for a family that includes an individual who was an adult member of a family at the time when such family received homeownership assistance and defaulted on a mortgage securing debt incurred to purchase the home.

3. Eligible Units

The CHA must determine that the unit satisfies all of the following requirements: the unit is eligible, the unit is either a one-unit property including a manufactured home or a single dwelling in a cooperative or condominium, the unit has been inspected by a CHA inspector and by an independent inspector designated by the family, and the unit satisfies Housing Quality Standards [“HQS”].

Homeownership assistance may be provided for the purchase of a home where the family will not own fee title to the real property on which the home is located, but only if: the home is located on a permanent foundation and the family has the right to occupy the home site for at least forty years.

The CHA may not commence homeownership assistance for occupancy of a home if the CHA has been informed by HUD or otherwise that the seller of the home is debarred, suspended or subject to a limited denial of participation under 2CFR part 2424.

Homeownership assistance may be provided for the purchase of a unit that is owned by the CHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the CHA), only if all of the following conditions are satisfied: the CHA must inform the family, both orally and in writing, that the family has the right to purchase any eligible unit and a CHA-owned unit is freely selected by the family without CHA pressure or steering, the unit is not ineligible housing the CHA must obtain the services of an independent agency to perform the HQS inspection, review the independent inspection report, review the contract of sale and determine the reasonableness of the sales price and CHA provided financing, and other supplementary guidance established by HUD.

Families may enter into contracts for sale for units not yet under construction at the time the family enters into the contract for sale. However, the CHA shall not commence homeownership assistance for the family for that unit, unless and until either the responsible entity completed the environmental review procedures and HUD approved the environmental certification and request for release of funds prior to commencement of construction or HUD performed an environmental review and notified the CHA in writing of environmental approval of the site prior to commencement of construction, construction of the unit has been completed, and the unit has passed the required HQS inspection and independent inspection.

4. Additional Requirements for Family Search and Purchase

There is no maximum time for a family to locate and purchase a home.

5. Homeownership Counseling

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling [“pre-assistance counseling”] program required by the CHA. The CHA shall ensure that its counseling programs administered by Chattanooga Neighborhood Enterprises, Habitat for Humanity, and other providers as identified are consistent with the homeownership counseling provided under HUD’s Housing Counseling Program.

The pre-assistance counseling shall include training on the following topics: home maintenance and grounds keeping, budgeting, money management, credit counseling, how to negotiate the price of a home, how to obtain homeownership financing and loan preapprovals, including a description of types of financing that may be available, the pros and cons of different types of financing, how to find a home, including information about homeownership opportunities, schools and transportation in the CHA jurisdiction, advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas, information on fair housing, including fair housing lending and local fair housing enforcement agencies, and information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

Additionally, the CHA may adapt the subjects covered in pre-assistance counseling to local circumstances and the needs of individual families.

The CHA may also offer additional counseling after commencement of homeownership assistance. If the CHA offers a program of ongoing counseling for participants in the homeownership option, the CHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

6. Home Inspections, Contract of Sale, and CHA Disapproval of Seller

HQS Inspection by CHA – The CHA may not commence monthly homeownership assistance payments or provide a down payment assistance grant for the family until the CHA has inspected the unit and has determined that the unit passes HQS.

Independent Inspection – The unit must also be inspected by an independent professional inspector selected by and paid by the family. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The CHA shall not require the family to use an independent inspector chosen by the CHA. The independent inspector may not be a CHA employee or contractor, or other person under control of the CHA. However, the CHA may establish standards for qualification of inspectors selected

by families under the homeownership option.

The independent inspector must provide a copy of the inspection report both to the family and to the CHA. The CHA may not commence monthly homeownership assistance payment, or provide a down payment assistance grant for the family, until the CHA has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the HQS (and may qualify for assistance under the CHA's tenant-based rental voucher program), the CHA shall have discretion to disapprove the unit for assistance under the homeownership option because of information in the inspection report.

Contract of Sale – Before commencement of monthly homeownership assistance payments or receipt of a down payment assistance grant, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the CHA copy of the contract of sale.

The contract of sale must specify the price and other terms of sale by the seller to the purchaser, provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser, provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser, and provide that the purchaser is not obligated to pay for any necessary repairs.

In addition to these requirements, a contract for the sale of units not yet under construction at the time the family is to enter into the contract for sale must also provide that the purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site has received environmental approval prior to commencement of construction.

The construction will not commence until the environmental review has been completed and the seller has received written notice from the CHA that environmental approval has been obtained. Conduct of the environmental review may not necessarily result in environmental approval, and environmental approval may be conditioned on the contracting parties' agreement to modifications to the unit design or to mitigation actions.

Commencement of construction in violation of the above requirement voids the purchase contract and renders homeownership assistance unavailable for the purchase of the unit.

CHA Disapproval of Seller – In its administrative discretion, the CHA may deny approval of a seller for any reason provided for disapproval of an owner as set forth in 24 CFR 982.306(c).

7. Continued Assistance Requirements – Family Obligations

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the CHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the CHA the homeownership assistance for the month when the family moves out.

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- The family must comply with the following obligations: the family must attend and complete ongoing homeownership and housing counseling until such time that the family can secure financing from a first mortgage lender.
 - The family must comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).
 - So long as the family is receiving homeownership assistance, use and occupancy of the home is subject to obligations of the participant as required by HUD.
 - The family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
 - Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, homeownership assistance may continue pending settlement of the decedent's estate, notwithstanding transfer of title by operation of law to the decedent's executor or legal representative, so long as the home is solely occupied by remaining family members.
 - The family must supply required information to the CHA in accordance with Housing Choice Voucher Program regulations and this Administrative Plan.
 - The family must also supply any information as required by HUD or the CHA concerning: any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt, any sale or other transfer of any interest in the home, or the family's homeownership expenses.
 - The family must notify the CHA before the family moves out of the home.
 - The family must notify the CHA if the family defaults on a mortgage securing any debt incurred to purchase the home.
 - During the time the family receives homeownership assistance, no family member may have an ownership interest in any other residential property.
 - The family must complete post-purchase homeownership counseling with Chattanooga Neighborhood Enterprises, Habitat for Humanity, and any other partner identified by the CHA.
 - Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD. In the statement the family agrees to comply with all family obligations under the homeownership option.

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- The following family obligation provisions do not apply to assistance under the homeownership option: 24 CFR 982.551 (c), (d), (e), (f), (g) and (j).

8. Maximum Term of Homeownership Assistance

Except in the case of a family that qualifies as an elderly or disabled family, the family members shall not receive homeownership assistance for more than fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or ten years, in all other cases.

This maximum term applies to any family member who has an ownership interest in the unit during the time that homeownership payments are made; or is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received assistance for different homes, the total of such assistance terms is subject to the maximum term as described in this section.

9. Amount And Distribution of Monthly Homeownership Assistance Payment

While the family is residing in the home, the CHA shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of: the payment standard minus the total tenant payment or the family's monthly homeownership expenses minus the total tenant payment.

The payment standard for the family is the lower of the payment standard for the family unit size or the payment standard for the size of the home.

If the home is located in an exception payment standard area, the CHA must use the appropriate payment standard for the exception payment standard areas.

The payment standard for a family is the greater of the payment standard at the commencement of homeownership assistance for occupancy of the home or the payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The CHA shall use the same payment standard schedule, payment standard amounts, and subsidy standards for the homeownership option as for the rental voucher program.

When a client closes on a house, their 1st mortgage payment is not due until the month after the closing (i.e. Client closes in May, mortgage due in July). But, HUD requires that the family still receives the HAP for that "in between" month (June) - because they are, technically, entitled to these funds.

10. Homeownership Expenses [24 CFR 982.635]

Homeownership expenses for a homeowner (other than a cooperative member) may only include amounts allowed by the CHA to cover:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Maintenance repairs & Major repairs (See current schedule for monthly allowance amt);
- Monthly utility allowance (See current schedule for monthly allowance amt);
- Home insurance;
- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the CHA determines that allowance of such cost as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person; and
- Land lease payments (where a family does not own fee title to the real property on which the home is located).

Homeownership expenses for a cooperative member may only include amounts allowed by the CHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;

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- CHA allowance for maintenance expenses;
 - CHA allowance for costs of major repairs and replacements;
 - CHA utility allowance for the home; and
 - Principal and interest on debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the CHA determines that allowance of such cost as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
 - If the home is a cooperative or condominium unit, homeownership expenses may also include cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

The CHA must pay homeownership assistance payments either directly to the family or in the CHA's discretion, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the CHA or its agent [e.g. Chattanooga Neighborhood Enterprises, Habitat for Humanity or other provider] shall pay the excess directly to the family.

Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, the CHA has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

11. Portability [24 CFR 982.636]

A family may qualify to move outside the initial CHA jurisdiction with continued homeownership assistance under the HCV Program.

A family determined eligible for homeownership assistance by the initial PHA may purchase a unit outside of the initial PHA's jurisdiction, if the receiving PHA is administering a HCV homeownership program and is accepting new homeownership families.

In general, the portability procedures apply to the homeownership option and the administrative responsibilities of the initial and receiving PHA are not altered except that some administrative functions (e.g. issuance of a voucher or execution of a tenancy addendum) do not apply to the homeownership option.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA. Such continued assistance under portability

procedures is subject to 24 CFR 982.637.

12. Move With Continued Tenant-Based Assistance [24 CFR 982.637]

A family receiving homeownership assistance may move to a new unit with continued tenant-based assistance either with voucher rental assistance or with voucher homeownership assistance.

The CHA may not commence continued tenant-based assistance for occupancy of the new unit so long as any family member owns any title or other interest in the prior home.

The CHA shall advise the family on any prohibitions and or restrictions on moving from the home based on the type of loan product that the family secures [HOME, FHA loans].

The CHA shall determine that all initial requirements, including environmental requirements with respect to a unit not yet under construction, have been satisfied if a family that has received homeownership assistance wants to move to such a unit with continued homeownership assistance.

However, the following requirements do not apply:

- The requirement for pre-assistance counseling is not applicable. However, the CHA may require that the family complete additional counseling (before or after moving to a new unit with continued assistance under the homeownership option).
- The requirement that a family must be a first-time homeowner is not applicable.

The CHA may deny permission to move with continued rental or homeownership assistance if the CHA determines that it does not have sufficient funding to provide continued assistance.

At any time, the CHA may deny permission to move with continued rental or homeownership assistance.

13. Denial Or Termination of Assistance For Family [24 CFR 982.638]

The CHA shall terminate homeownership assistance for the family, and shall deny voucher rental assistance for the family in accordance with the terms set out in this Administrative Plan.

The CHA may deny or terminated assistance for violation of participant obligations in accordance with the terms set out in this Administrative Plan.

The CHA shall terminate voucher homeownership assistance for any member of the family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA-insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt. The CHA, in its discretion, may permit the family to move to a new unit with continued voucher rental assistance. However, the

CHA shall deny such permission if the family defaulted on an FHA-insured mortgage and the family fails to demonstrate that the family has conveyed, or will convey, title to the home as required by HUD, to HUD or HUD's designee, and the family has moved, or will move, from the home within the period established or approved by HUD.

14. Administrative Fees [24 CFR 982.639]

The ongoing administrative fee is paid to the CHA for each month that homeownership assistance is paid by the CHA on behalf of the family.

15. Applicability of Other Requirements [24 CFR 982.641]

Many provisions of 24 CFR 982 do not apply to the Homeownership Program. The CHA hereby incorporates by reference the listed provisions that are inapplicable found at 24 CFR 982.641.

Section XXXIV FAMILY SELF SUFFICIENCY PROGRAM

A. General

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

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

B. Action Plan [24 CFR 984.201]

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

applicable grievance procedures.

The CHA's current FSSP Action Plan is attached hereto as Appendix C.

C. Program Coordinating Committee [24 CFR 984.202]

The CHA shall establish and maintain a Program Coordinating Committee ["POC"] whose functions will be to assist the CHA in securing commitments of public and private resources for the operation of the FSSP within the HCV Program's jurisdiction of Hamilton County and to assist in a periodic review and revision of the Action Plan and implementation of the Program.

The POC shall consist of CHA staff members, participants in the HCV Program, and other public and private service providers with resources to assist the FSSP.

D. FSSP Family Selection Procedures

The CHA shall fill open slots in the FSSP with eligible families based on the date that a family expressed interest in program participation

E. Contract of Participation [24 CFR 984.303]

Form and Content - The CHA shall require each family that is selected to participate in the FSSP to enter into a contract of participation with the CHA that is signed by the Head of Household. The contract of participation shall incorporate the individual training and service plan and shall also include the rights and responsibilities of both the CHA and the participating family. The contract of participation shall also include the activities to be completed by each family member who elects to participate in the FSSP, as well as the services that will be provided to each family member.

Interim Goals - The individual training and services plan, incorporated in the contract of participation, shall establish specific interim and final goals by which the CHA and the family may measure the family's progress toward fulfilling its obligations under the contract of participation and becoming self-sufficient. For each participating family that is a recipient of welfare assistance, the CHA shall establish as an interim goal that the family become independent from welfare assistance and remain independent from welfare assistance at least one year before the expiration of the term of the contract of participation, including any extension thereof.

Compliance with Lease Terms - The contract of participation shall provide that the FSSP family must comply with the terms of the lease.

Employment Obligation -The contract of participation shall require the family's head of household to seek and maintain suitable employment during the term of the contract and any extension thereof. The term "seek employment" means that the head of household has applied for employment, attended job interviews, and has otherwise followed through on employment opportunities. The CHA shall make a determination of "suitable employment" based on the

available job opportunities available in the community and the skills, education, and job training of the head of household.

Failure to Comply -If the FSSP family fails to comply, without good cause, with the terms and conditions of the contract of participation, which includes compliance with the lease, the CHA may: 1) withhold the supportive services, 2) terminate the family's participation in the FSSP, or 3) terminate or withhold the family's HAP assistance, except in the case where the only basis for noncompliance with the contract of participation is noncompliance with the lease, or failure to become independent from welfare assistance. However, failure to become independent from welfare assistance because of failure of the head of household to meet the employment obligation or failure of the family to meet any other obligation under the contract of participation [except the interim goal concerning welfare assistance] is grounds for the CHA to terminate or withhold HAP assistance.

Contract Term and Extension – Each FSSP family will be required to fulfill its obligations under the contract of participation no later than 5 years after the effective date of the contract. The CHA shall, in writing, extend the term of the contract of participation for a period not to exceed two years for an FSS family that requests, in writing, an extension of the contract, provided that the CHA finds that good cause exists for granting the extension. “Good cause” means circumstances beyond the control of the FSSP family, as determined by the CHA, such as a serious illness or involuntary loss of employment. Extension of the contract of participation will entitle the FSSP family to continue to have amounts credited to the family's FSS account.

Unavailability of Supportive Services - If a social service agency fails to deliver the supportive services pledged under a family's individual training and services plan, the CHA shall make a good faith effort to obtain these services from another agency. If the CHA is unable to obtain the services from another agency, the CHA shall reassess the family member's needs and determine whether other available services would achieve the same purpose. If other available services would not achieve the same purpose, the CHA shall determine whether the unavailable services are integral to the FSSP family's advancement or progress toward self-sufficiency. If the unavailable services are determined **not to be integral** to the FSSP family's advancement toward self-sufficiency, the CHA shall revise the individual training and services plan to delete these services and modify the contract of participation to remove any obligation on the part of the family to accept the unavailable services. If the unavailable service are determine **to be integral** to the FSSP family's advancement toward self-sufficiency, the CHA shall declare the contract of participation null and void. Nullification of the contract of participation on the basis of unavailability of supportive services shall not be grounds for termination of HCVP assistance.

Modification - The CHA and the participating family may mutually agree to modify the contract of participation. The contract of participation may be modified in writing with respect to the individual training and services plans, the contract term, and designation of the head of the family.

Completion of the Contract – The contract of participation is considered to be completed, and a family's participation in the FSSP is considered to be concluded when the FSSP family has fulfilled all of its obligations under the contract of participation on or before the expiration of the

contract term, including any extension thereof, or when 30% of the monthly adjusted income of the FSSP family equals or exceeds the published existing housing fair market rent for the size of the unit for which the FSSP family qualifies based on the CHA's occupancy standards.

Termination of the Contract – The contract of participation is automatically terminated if the family's HAP assistance is terminated in accordance with HUD requirements. The contract of participation may be terminated before the expiration of the contract term, and any extension thereof, by mutual consent of the parties, the failure of the FSSP family to meet its obligations under the contract of participation without good cause, including the family's move outside the CHA's jurisdiction, any act as is deemed inconsistent with the purpose of the FSSP or operation of law.

The CHA may terminate or withhold HAP assistance, the supportive services and the FSSP family's participation in the FSSP, if the CHA determines, in accordance with hearing procedures that the FSSP family has failed to comply without good cause with the requirements of the contract of participation.

Transitional Supportive Services Assistance – The CHA may continue to offer to a former FSSP family who has completed its contract of participation and whose head of household is employed, appropriate FSSP supportive services in becoming self-sufficient if the family still participates in the HCV Program, or in remaining self-sufficient if the family no longer participates in the HCV Program.

**F. Total Tenant Payment, Family Rent and Increases in Family Income
[24 CFR 984.304]**

The HAP payment of a family participating in the FSSP is determined in accordance with regulations set forth in 24 CFR 982.505

Any increase in the earned income of an FSSP family during its participation in the program may not be considered as income or a resource for purposes of eligibility of the FSSP family for other benefits, or amount of benefits payable to the FSSP family, under any other program administered by HUD, unless the income of the FSSP family equals or exceeds 80% of the median income of the area, as determined by HUD, with adjustments for smaller and larger families.

G. Family Self-Sufficiency Account [24 CFR 984.305]

Establishment of and Accounting for FSS Account – The CHA shall deposit the FSS account funds of all families participating in the CHA's FSS program into a single depository account. The CHA shall deposit the FSS account funds in one or more of the HUD-approved investments.

The total of the combined FSS account funds will be supported in the CHA accounting records by a subsidiary ledger showing the balance applicable for each FSSP family. During the term of the contract of participation, the CHA shall credit periodically, but not less than annually, to each family's FSSP account, the amount of the FSSP credit.

The investment income for funds in the FSSP account will be prorated and credited to each family's FSSP account based on the balance in each family's FSSP account at the end of the period for which the investment income is credited.

If the family has not paid the family contribution toward rent, or other amounts due under the family's lease, the balance in the family's FSSP account shall be reduced by that amount before prorating the interest income. If the FSSP family has fraudulently under-reported income, the amount credited to the FSSP account will be based on the income amounts originally reported by the FSSP family.

Reporting on FSS Account – The CHA shall make a report, at least once annually, to each FSSP family on the status of the FSSP account. At a minimum the report will include the balance at the beginning of the reporting period, the amount of the family's rent payment that was credited to the FSSP account during the reporting period, any deductions made from the account for amounts due the CHA before interest is distributed, the amount of interest earned on the account during the year and the total in the account at the end of the reporting period.

FSS Credit – For purposes of determining the FSSP credit, "family rent" is 30% of adjusted gross income. For FSSP families who are of very low income, the FSS credit shall be the amount which is the lesser of 30% of current monthly adjusted income less the family rent, which is obtained by disregarding any increases in earned income from the effective date of the contract of participation, or the current family rent less the family rent at the time of the effective date of the contract of participation. Families who are not low income families shall not be entitled to any FSS credit. The CHA shall not make any additional credits to the family's FSS account when the family has completed the contract of participation or when the contract of participation is terminated or otherwise nullified.

Disbursement of FSS Funds – The CHA shall pay to the FSSP family's head of household the amount in an FSS account, in excess of any amount owed to the CHA, when the contract of participation has been completed and the head of household submits to the CHA a certification that to the best of his or her knowledge and belief, no member of the FSS family is a recipient of welfare assistance ["Welfare Assistance Certification"].

If the CHA determines that the FSSP family has fulfilled its obligations under the contract of participation before the expiration of the contract term, and the head of household submits a Welfare Assistance Certification, the CHA shall pay to the head of household the amount in the FSS account in excess of any amounts owed to the CHA by the FSSP family.

If the CHA determines that the FSSP family has fulfilled certain interim goals established in the contract of participation and needs a portion of the FSS account funds for purposes consistent with the contract of participation, such as completion of higher education, or job training, or to meet start-up expenses in creation of a small business, the CHA may at the CHA's sole option, disburse a portion of the funds from the family's FSS account to assist the family meet those expenses.

If the head of household ceases to reside with the FSSP family, the remaining members of the family, after consultation with the CHA, shall have the right to designate another family member to receive the funds.

Forfeiture of FSS Account Funds – Amounts in the FSS account shall be forfeited upon the occurrence of the following: the contract of participation is terminated or the contract of participation is completed by the family but the FSSP family is receiving welfare assistance at the time of expiration of the terms of the contract of participation, including any extension thereof.

FSS account funds forfeited by the FSSP family will be treated as program receipts for payment of program expenses under the CHA budget for the applicable HCV Program, and shall be used in accordance with HUD requirements governing the use of program receipts.

H. HCV Program Residency and Portability Requirements [24 CFR 984.306]

A “relocating FSSP family” refers to a family that moves from the CHA’s jurisdiction of Hamilton County at least 12 months after signing its contract of participation.

A family participating in the CHA’s FSSP must lease an assisted unit in Hamilton County, for a minimum period of 12 months after the effective date of the contract of participation. After the first 12 month, the FSSP family may move outside the CHA’s jurisdiction under the portability procedures.

The relocating family may continue in the CHA’s FSSP if the family demonstrates to the CHA’s satisfaction that, notwithstanding the move, the relocating FSSP family will be able to fulfill its responsibilities under the initial or modified contract of participation at the family’s new place of residence. If the relocating family remains in the CHA’s FSSP, there will be only one contract of participation, which shall be the contract executed by the CHA.

A relocating FSSP family may participate in the FSSP of the receiving public housing authority [“PHA”] if the receiving PHA allows the family to participate in its program. A PHA is not obligated to enroll a relocating FSSP family in its FSSP. If the receiving PHA allows the relocating family to participate in the FSSP, the receiving PHA will enter into a new contract of participation with the family for the term on the remaining contract with the CHA. The CHA will terminate its contract of participation with the family.

Regardless of whether the relocating FSSP family remains in the FSSP of the CHA or is enrolled in the FSSP of the receiving PHA, there will be a single FSS account that will be maintained by the CHA. When an FSSP family will be absorbed by the receiving PHA, the CHA will transfer the family’s FSSP account to the receiving PHA.

If an FSSP family that relocates to another jurisdiction is unable to fulfill its obligations under the contract of participation, or any modifications thereto, the PHA that is a party to the contract

of participation may terminate the FSSP family from the program and the FSS account will be forfeited and terminate the FSSP family's HAP assistance on the ground that the family failed to meet its obligations under the contract of participation. In the event of forfeiture of the family's FSS account, the funds in the family's FSS account will revert to the PHA maintaining the FSS account for the family.

I. Reporting [24 CFR 984.401]

The CHA shall submit to HUD, in a form prescribed by HUD, a description of the activities carried out under the program, a description of the effectiveness of the FSSP in assisting families to achieve economic independence and self-sufficiency and of the program's coordination of community resources to assist families and recommendations by the CHA or the PCC for legislative or administrative action that would improve the FSSP and ensure the program's effectiveness.

ATTACHMENT A

EFFECTIVE COMMUNICATIONS POLICY

1. GENERAL

The Chattanooga Housing Authority ["CHA"], in administering all public and assisted housing programs is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. When requested, the CHA employees, agents, contractors and private management companies [e.g. Pennrose Management], shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the programs, services and activities conducted by the CHA. All notifications, including approvals or denials of requests for effective communication referenced in this Policy, will be provided in an alternate format, upon request.

2. AUXILIARY AIDS AND SERVICES

"Auxiliary aids and services" may include, but are not limited to: (1) qualified sign language interpreters, note-takers, transcription services, written materials, telephone handset amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TDDs), or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and, (2) qualified readers, large print materials, or other effective methods of making visually delivered materials

available to individuals with visual impairments.

3. REQUEST FOR EFFECTIVE COMMUNICATION

When an auxiliary aid or service is required to ensure effective communication, the CHA will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. All requests for auxiliary aids and services must be made and received by the CHA Section 504/ADA Coordinator a minimum of ten business days prior to the date the service is needed. If in emergency circumstances an auxiliary aid or service is needed less than ten business days prior to the date the service is needed, the CHA will take reasonable steps to secure the auxiliary aid or service in less than ten business days. The CHA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that the CHA will honor the choice, unless it can show that another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial and administrative burden.

The individual with a disability will submit his/her request for auxiliary aids or services to the CHA'S Section 504/ADA Coordinator at the address listed below. All requests shall be dated and time-stamped upon receipt.

Mark Bell, Development Project Manager
Chattanooga Housing Authority
801 North Holtzclaw Avenue
Chattanooga, TN 37404
423.752.4839
mbell@chahousing.org

If a person with a disability has an impairment that impedes him/her from mailing a request, he or she may use any other effective means to request an auxiliary aid or service that is necessary.

Upon receipt of the request, the Section 504/ADA Coordinator or designee will consult with the individual with a disability to determine the preferred type of auxiliary aid or service. If the preferred type of auxiliary aid or service is not available or not required, then the Section 504/ADA Coordinator will ascertain whether an alternative means of communication will ensure effective communication. Within five (5) days of the receipt of the request, the Section 504/ADA Coordinator will forward the request and the determination of the aid or service required to the Director of the Housing Choice Voucher Program, the Director of Asset Management, or other appropriate individual who will provide the requesting individual with a written notification of the proposed auxiliary aid or service to be provided. If the requesting individual is visually impaired, the CHA will provide such notification verbally. The approved request will be implemented no later than five (5) days after the CHA provides the requesting individual

with the written notification of approval. The client or resident must provide forty-eight (48) hours prior notice to the CHA of any need to reschedule their meeting.

Upon disposition copies of the final disposition of the request shall be forwarded to the Section 504/ADA Coordinator who will maintain copies of all requests for effective communication and the CHA's response, including final disposition, for the duration of three years from the date of disposition.

4. PROCEDURES

A. Notice to Applicants

As a part of the application process, a notice will be posted for applicants to contact the Section 504/ADA Coordinator if auxiliary aids or services are needed. This notice will also be posted prominently in the CHA's intake and application offices as well as all site offices.

B. Current Residents' Requests for Auxiliary Aids or Services

Requests for auxiliary aids or services should be made directly to the CHA Property Manager, the CHA contracted Private Property Manager or the CHA's Section 8 Contract Administrator who will forward the request(s) to the Section 504/ADA Coordinator within one (1) business day of receipt. All requests for auxiliary aids and services must be made and received by the CHA Section 504/ADA Coordinator more than two weeks prior to the date the service is needed.

C. CHA Notices and Correspondence

All the CHA letterhead will contain the TDD information. In addition, all meeting notices will contain a statement to, "Contact the Section 504/ADA Coordinator for reasonable accommodations for meetings." Individuals with disabilities, who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., must make their requests and the CHA Section 504/ADA Coordinator must receive their requests more than two (2) weeks prior to the event.

D. Requests from the Public

Requests from members of the public who wish to participate in the CHA's programs, services and or activities shall submit their requests for auxiliary aids and services to the CHA's Section 504/ADA Coordinator. They must make their requests and the CHA must receive the requests more than two (2) weeks prior to the event.

5. GRIEVANCE PROCEDURES

A. General

If the requesting individual with a disability is not satisfied with the CHA's response to the individual's request for an auxiliary aid or service, the individual may file a formal grievance and request for a hearing, including appropriate supporting documentation with the Section 504/ADA Coordinator.

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

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

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

B. Hearing Date and Notice

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

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

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

C. Pre-hearing Examination of Relevant Documents

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

D. Persons Entitled to be Present

The grievance hearing shall be private unless the grievant requests that it be open to

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

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

E. Procedure at the Hearing

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

F. The Decision

i) Written Decision

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

ii) Effect of a Decision on a Grievance

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

ATTACHMENT B

LIMITED ENGLISH PROFICIENCY AND LANGUAGE ACCESS PLAN

1. DEFINITIONS

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

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

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

Language Bank Volunteers- Language bank volunteers are CHA employees and others who have been deemed proficient to provide oral interpretation and/or written translation in particular languages and who volunteer to provide such services. In the case of CHA employees, it is required that the volunteer's supervisor approve that the employee provide the service outside the scope of their usual work. The CHA maintains a Memorandum of Understanding with each language bank volunteer setting out the volunteer's and the CHA's roles and responsibilities. Currently, the CHA has engaged language bank volunteers who speak Arabic, French, Hindi, Kurundi, Punjabi, Russian, Spanish, Swahili and Urdu.

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

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

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

Vital Documents- Vital documents are documents that are critical for ensuring meaningful access to CHA's services, activities, and programs. Such vital documents include documents that solicit or contain information for establishing or maintaining eligibility to participate in CHA's programs, services, and/or benefits. Some examples include: applications for the low-income public housing program and HCVP, notices of annual income recertification, notices of public hearings, notices containing information regarding eligibility or participation criteria, notices advising of free language.

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

2. POLICY

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

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

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

3. APPLICABILITY

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

4. ASSESSMENT OF LANGUAGE NEEDS – FOUR FACTOR ANALYSIS

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

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

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

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

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

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

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

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

5. PROVIDING LANGUAGE ASSISTANCE SERVICES

A. Interpretation Services [Oral Language]

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

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

- Eligibility Interview
- Voucher Briefing
- Housing Offer and Lease Signing
- Applicant/Resident/Voucher Holder Private Conferences & Hearings
- Annual and Interim Recertification Interviews

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

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

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

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

B. Translation Services [Written Language]

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

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

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

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

6. OUTREACH

The CHA will post notices of availability of free language assistance services in offices where LEP persons interact with the CHA, including but not limited to: the HCVP Office, site management offices, Central Office, on the CHA website at www.chahousing.org, and also in annual and interim recertification packages sent to residents and HCVP voucher holders. In addition, notices will be included in final eligibility screening notifications to applicants.

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

7. TRAINING

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

8. MONITORING AND RECORDKEEPING

A. CHA-Wide Monitoring

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

The LAC's responsibilities include:

- Monitoring the implementation of the CHA's LAP and updating it annually at the time of Annual Plan Review;
- Meeting with Department Directors to ensure that all departments are in compliance with the requirements for providing language assistance services;

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- Assessing annually the “language assistance needs of the CHA” by reviewing data on the provision of language services and the prior year’s provision language assistance services and recommending modifications of the plan;
 - Monitoring the translation of vital documents;
 - Overseeing quality control assessment of language services;
 - Establishing of certification procedure to ensure competency of interpreter and translators; and
 - Making available a glossary of CHA terminology to authorized bilingual employees, volunteers, and contract vendors for use when translating CHA documents.

A. Departmental Monitoring

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

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

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

The language liaison for each Department is set forth below:

Asset Management	Director of Asset Management
Development Department	Director of Development
Executive Department	Executive Director
Finance Department	Chief Financial Officer
Housing Choice Voucher Program	Director of HCVP
Human Resources & Procurement	Director of HR and Procurement

Information Technology
Public Safety
Resident Services

Manager of IT
Chief of Police
Director of Resident Services

9. COMPLAINTS

CHA employees who receive a report, or become aware that a LEP person believes that he/she has not been provided with language assistance services in accordance with this policy, shall report that information to the LAC by way of email at cjohnson@chahousing.org or telephone at 423.752.4828.

10. GRIEVANCE PROCEDURES

A. General

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

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

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

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

B. Hearing Date and Notice

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

The CHA is responsible for scheduling and other administrative matters, including delivering notices. The CHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative (if any). The

CHA may reschedule a hearing by agreement, or upon showing by the grievant or the CHA, that rescheduling is reasonably necessary.

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

C. Pre-hearing Examination of Relevant Documents

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

D. Persons Entitled to be Present

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

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

E. Procedure at the Hearing

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

F. The Decision

iii) Written Decision

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

iv) Effect of a Decision on a Grievance

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

ATTACHMENT C

FAMILY SELF-SUFFICIENCY PROGRAM

ACTION PLAN

1. INTRODUCTION

The Chattanooga Housing Authority ["CHA"] is pleased to have the opportunity to participate in the Family Self-Sufficiency Program ["FSS"] offered by the Department of Housing and Urban Development ["HUD"]. The CHA welcomes the opportunity to encourage and assist clients in increasing earned income, thereby increasing the ability for families to become economically independent. Both the delivery of services and planning will be coordinated with various community resources in an effort to deliver the highest quality available assistance to clients.

The mission of the CHA's FSS Program is to match families participating in the Housing Choice Voucher Program ["HCVP"] and the Low Income Public Housing Program ["LIPH"] with existing community services to achieve economic self-sufficiency and to assist FSS Program Participants in all manners possible that will enable them to become economically self-sufficient.

2. TERMS & DEFINITIONS

Cash Assistance: Monetary assistance as defined by 24 CFR 984.10; cash maintenance payments provided through Federal/State welfare programs.

Client(s): Family and/or individual participating in the FSS Program.

Contract of Participation (“CoP”): A contract [HUD Form 52650] sets forth the principal conditions and terms governing participation in the FSS Program. The contract includes the rights and responsibilities of the parties involved, i.e. the client and the CHA. The contract also defines all goals of the client in the “ITSP” portion of the contract.

Escrow Account: Under the terms of the CoP, clients may have deposits made into an escrow account, operated and maintained by the CHA. Clients may be eligible for deposits into the account under guidelines set forth in the CoP and HUD’s FSS Escrow Account Credit Worksheet, HUD Form 52652. There will be one interest bearing Escrow Account established in which each eligible client, and his/her deposits and calculated interest, will be a sub-line item.

Goal(s): Goal(s) listed within individual client’s Individual Training and Service Plan [“ITSP”].

Head of Household: The adult member of client family that is considered head of household for eligibility and rent calculation determinations.

Individual Training and Service Plan: Part of CoP, HUD Form 52650: final and interim goal sheets. A written plan prepared in cooperation with each adult individual, who wishes to participate, in client family that designate personal and professional goals to be accomplished by client before ending date of CoP. The ITSP is part of the CoP.

Participant(s): Persons and/or families that are currently and actively receiving HCVP assistance within the CHA’s jurisdiction or families residing in CHA LIPH properties.

Seeking Employment: Actively conducting a job search by sending out resumes, going on job interviews, completing and submitting applications, following through with employment opportunities in general.

Suitable Employment: Employment obtained and maintained by client that will allow independence from cash assistance.

3. FAMILY DEMOGRAPHICS

The CHA no longer has mandatory slots in its FSS Program. With existing staff, the CHA currently has capacity to maintain a program size of 125 to 200 participants in the Housing Choice Voucher Program. With existing staff, the CHA currently has capacity to maintain a program size of 25 to 50 residents in the LIPH Program.

HCVP Overall Program Statistics [As of 8/1/2010]

HCVP Households by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	1021	594	622	431	182	111	2961

HCVP FSS Participant Statistics [As of 8/1/2010]

HCVP FSS Participants by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	12	37	39	32	13	11	144

LIPH Overall Program Statistics [As of 8/1/2010]

LIPH Households by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	1313	546	375	206	79	52	2571

LIPH FSS Participant Statistics [As of 8/1/2010]

LIPH FSS Participants by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	6	4	8	4	0	3	25

4. FSS FAMILY SELECTION PROCEDURES

The CHA shall select FSS clients on a first come first served basis from active HCVP participants and LIPH residents. The CHA will select families in a nondiscriminatory manner without regard to race, color, religion, sex, family status, national origin, sexual orientation or handicap/disability, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended and Executive Order 11063.

The CHA will not discriminate against any potential/current client based on a disability (ies). The CHA will make all reasonable accommodations in order to allow client participation in the

FSS Program. Should the CHA be unable to accommodate the client due to undue financial and/or administrative burdens, the CHA will refer the client to other agencies that may be able to better assist the client's needs.

Any person who participated previously in the CHA's FSS Program and was terminated for cause will not be eligible for future FSS participation, and will have his/her application immediately withdrawn. The person will be notified by mail or withdrawal.

- **Waiting List**

The CHA will give a priority, should current program size be filled, on the FSS waiting list to any eligible participant who ported in to the CHA from another jurisdiction and was actively participating in the FSS Program at the original housing authority. The CHA's FSS Coordinator will contact original FSS Program to ensure that the client was actively participating in program at time the client elected the portability option.

The CHA will maintain a waiting list, should it be necessary, for the FSS Program on a first come, first served basis. An exception to this will only be granted for incoming portability clients as noted above.

- **FSS Program**

Once a participant/resident has applied to the FSS Program, the following procedures will be followed to determine if the client will be eligible to participate in FSS:

The CHA will schedule an appointment with the interested participant/resident, at which time the applicant to the FSS Program will complete an FSS application. At this time the applicant and the CHA staff member shall identify both short term and long term goals for the family.

The CHA may require the applicant to complete some pre-selection tasks to complete. All such tasks relate to breaking through barriers and/or completing the first steps towards the applicant's future goals in order to assess the applicant's motivational level.

Within two to six weeks of the first appointment, the CHA will schedule a second appointment with the applicant to determine the applicant's status. If the applicant has successfully completed the pre-selection tasks, the CHA shall invite the applicant to join the FSS Program, provided a slot is available.

Eligible applicants who have met the criteria above shall be able to join the FSS Program provided that they are active and current HCVP participants/ LIPH residents within the jurisdiction of the CHA and as long as there is a slot available.

5. INCENTIVES

The main incentive offered to all clients is the ability of the client to build escrow funds during

participation in the FSS Program. The CHA shall distribute all earned escrow money to eligible clients (those who have completed all goals outlined on ITSP and are cash assistance free at time of CoP completion) minus any monies owed to the CHA.

Other incentives, such as gift certificates, coupons, free items may be offered to clients for goal completion and financial need as available. There may be times when these types of incentives are not available. The CHA is not obligated to provide any incentives other than the escrow savings account.

6. OUTREACH EFFORTS

The CHA will take measures to educate all participants and residents about the FSS Program. These efforts may include the distribution of informational brochures at the time of lease signing, briefing, recertification, flyers on bulletin boards throughout the CHA's offices, and the distribution of information to social service providers who may be providing services to the CHA's participant/resident population. The CHA may, from time to time, hold meetings to describe the FSS Program and answer questions from potential applicants to the Program.

7. ACTIVITIES AND SUPPORTIVE SERVICES

The CHA shall provide the clients with a packet of information listing local resources, the services that are offered, and addresses and telephone numbers for each resource. The CHA shall make flyers available to all clients at appointments, via telephone request regarding local resources available such as budgeting classes, childcare assistance, and counseling services. The CHA will make available the services of any partner organizations in the community.

The CHA's FSS Coordinator shall work closely with clients to identify needed assistance and make appropriate referrals to individuals/organizations in the community who may assist in the completion of one or more goals.

The FSS Coordinator may also offer other supportive services such as monthly support group meetings, a mentor program, job search materials and notices, resume creation assistance, credit report review and evaluation and information on homeownership opportunities.

8. IDENTIFICATION OF SUPPORT NEEDS

The CHA will take measures to identify the support needs of clients by way of the original application form, the needs assessment during the initial FSS interview, during reexamination, and regularly scheduled appointments. The CHA shall continue to provide referrals to supportive services on an ongoing basis at the client's request. These services may include transportation, job training, job search, financial assistance, education and any other service needed that the FSS Coordinator may be able to secure on behalf of the client.

9. PROGRAM COMPLETION AND TERMINATION, WITHHOLDING OF SERVICES, GRIEVANCE PROCEDURES

- *Program Completion*

A client will have successfully completed the FSS Program when all goals listed on the ITSP have been met, the client is working, and the client is no longer on cash assistance. All clients who meet these requirements shall be entitled to receive all escrow monies and any earned interest, less any monies owed to the CHA. A client will also have successfully completed the FSS Program when thirty percent of the client's monthly adjusted income exceeds the fair market rent/flat rent for the number of bedrooms needed by the family and no family member is receiving cash assistance.

- *Terminations for Cause*

Any client terminated for cause from the FSS Program will not be allowed to participate in the FSS Program at the CHA in the future.

The CHA's FSS Coordinator shall meet with the clients on a semi-annual basis so that the clients may provide verbal and written documentation of progress made in completing their goals. The CHA shall provide written notice of the meetings. If a client misses two such scheduled appointments and fails to reschedule an appointment within a reasonable time, the CHA shall terminate the client's participation in the FSS Program and any escrow monies shall be forfeited.

The FSS Coordinator shall notify any client who consistently fails to complete any goals listed within the individual ITSP in writing. The CHA shall advise the client that he/she will be placed on "probation" for a period not to exceed three months. If the client does not meet the required goals within the probationary period then the CHA may terminate the client from the FSS Program and any escrow monies will be forfeited. The CHA may grant exceptions due to medical reasons.

Termination of participation in the FSS Program may occur for any reasons detailed in the CoP. Any client who is evicted from LIPH or who has HCV Program participation terminated shall be immediately terminated from the FSS Program and any escrow monies shall be forfeited.

- *Withholding of Services*

All clients must complete activities within dates listed in each ITSP and provide the CHA and HUD with information about the clients' participation in the FSS Program in order to help evaluate the FSS Program. All clients must also abide by terms listed in the Agreement to Succeed that shall be signed and take effect at the time of CoP execution.

All family members in the client's family must comply with the terms of the lease and family obligations if applicable, and become independent of cash assistance and remain so for at least 12 consecutive months before contract expiration.

The client head of household must seek and maintain suitable employment after completion of job training/educational program(s) as listed in the ITSP. The failure of the client to meet these obligations may result in the CHA's withholding of supportive services to the client and/or

possible termination from the FSS Program.

- ***Grievance Procedures***

Applicants to and clients of the FSS Program may file a grievance for any decision involving termination from the FSS Program, denial of FSS participation, escrow monies forfeited and withdrawal of FSS Application. Any such grievance will be processed in accordance with the HCVP Administrative Plan and/or Admissions and Continued Occupancy as applicable.

10. ASSURANCE OF NON-INTERFERENCE

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

11. CERTIFICATION OF COORDINATION

The CHA has entered into Memoranda of Agreement with the Tennessee Departments of Human Services and Child Support Services. These agreements provide an understanding that the CHA will work together to coordinate efforts to support self-sufficiency for mutual clients/participants/residents. The CHA and these Departments will work together to target services and resources for families, coordinate and streamline administrative functions to ensure the efficient delivery of services to families.

Through the creation and maturation of the Program Coordinating Committee [“PCC”] the CHA will continue to ensure improved resource referrals and supportive services. At all times possible the PCC shall retain one or more representatives from the following organizations:

- Department of Human Services
- Chattanooga State / GED providers
- Local lenders
- Child care providers
- Credit Counseling Organizations such as CNE and Urban League
- CARTA and other transportation entities
- Career Development Organizations
- Others, as identified

The PCC will meet at least semi-annually to ensure continued involvement and cooperation among all agencies involved. The PCC will be a strong resource in implementing needed resource referral and supportive services to the FSS Program clients.

12. ESCROW ACCOUNTS

The CHA shall manage the escrow accounts in accordance with HUD regulations and in conjunction with the CoP, FSS Escrow Credit Worksheet, CHA’s FSS policies and this Action Plan.

The CHA shall allow clients to make interim withdrawals up to and including total amount deposited into the escrow account and interest earned minus any monies owed to the CHA provided that the following terms are met: 1) the reason for withdrawal must be related to completion of educational/job training related goals such as money for tuition, books, manuals, equipment, etc., and 2) the client must provide verification of any money needed, the HCVP/LIPH Director and Executive Director must approve the request, and the check usually should issued to both the client and/or business that will be accepting the client's payment for the above stated reasons. For services such as car repair, home maintenance, or other similar service, the CHA may require the client to submit three estimates for the service to ensure that the client is receiving the best quality service at the lowest price.

All clients that have successfully completed the FSS Program are eligible to receive their escrow payments. The escrow payment will be the amount deposited into the account on the client's behalf, plus any interest, less any monies owed to the CHA once verification has been obtained that no family member is receiving cash assistance.

All escrow monies forfeited by a client due to CoP termination and/or fraud committed by the client shall be placed back into HAP fund or AMP account maintained by the CHA.

All clients who have any amount of monies deposited into escrow accounts on their behalf shall receive a report of the amount, including any interest earned at least once per year. The CHA will retain accurate records of escrow accounts and all deposits, withdrawals, interest earned, forfeited amounts and disbursements for each client.

13. CLIENT FRAUD POLICY ESCROW ACCOUNTS

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

14. DEBT POLICY

Any client that is indebted to the CHA must agree to and complete a "Promissory Note" and "Repayment Agreement." The client must abide by all terms stated within both documents and make regular payments on debt until debt is completely paid off. Repayment of said debt will become a part of the client's ITSP. Failure by the client to make agreed upon payments will be equivalent to a failure to complete a goal and may result in termination of participation in the FSS Program. Any client that is still indebted to the CHA upon successful completion of all other goals in the ITSP will have all monies owed to the CHA deducted from their escrow monies before disbursement of any funds to client.

Any participant that applies to the FSS Program and is indebted to the CHA at the time of application will be allowed to become a participant provided requirements of participation are met and the client agrees to abide by above stated rules regarding debt.

15. CONTRACT EXTENSION POLICY

Every CoP is originally executed for five years. Some clients may complete their participation before the five-year period ends. However, some clients may need more than five years to successfully complete the FSS Program. A contract may be extended for a period not exceeding two years from the original ending date of contract for the following reasons: 1) in order to allow a client to meet the goal of being twelve months case assistance free; 2) if a client has an involuntary job loss; 3) if a client, or a dependent of the client, has experienced a serious illness or injury that resulted in a delay of client meeting and completing goals listed within the ITSP; and/or 4) if a client has an interruption in their supportive services due to moving (port-ins) and the interruption delays the completion of a goal (i.e. client is in college and needs to take more credits to graduate due to a credit(s) not being transferable due to school policy).

A client must be able to provide verification of one of the above situations in order to qualify for a contract extension.

CHA 2011 Agency Plan

Attachment H
CFP Annual Statement &
P & E Reports

October 2010

V1

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary		Grant Type and Number		FFY of Grant: 2011	
PHA Name:		Capital Fund Program Grant No: TN37S00450111		FFY of Grant Approval:	
Chattanooga Housing Authority		Replacement Housing Factor Grant No:			
Date of CFFP:		Reserve for Disasters/Emergencies			
<input checked="" type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		Revised Annual Statement (revision no:)	
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		Summary by Development Account		Final Performance and Evaluation Report	
Line		Total Estimated Cost	Revised²	Obligated	Expended
		Original			
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	\$828,432.80			
3	1408 Management Improvements	\$564,500.00			
4	1410 Administration (may not exceed 10% of line 21)	\$414,201.90			
5	1411 Audit	\$5,000.00			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$130,000.00			
8	1440 Site Acquisition	\$50,000.00			
9	1450 Site Improvement	\$240,000.00			
10	1460 Dwelling Structures	\$1,769,913.30			
11	1465.1 Dwelling Equipment - Nonexpendable	\$5,000.00			
12	1470 Nondwelling Structures	\$45,000.00			
13	1475 Nondwelling Equipment	\$45,000.00			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	\$5,000.00			
17	1499 Development Activities ⁴	\$25,000.00			

¹To be completed for the Performance and Evaluation Report

²To be completed for the Performance and Evaluation Report or a Revised Annual Statement

³PHAs with under 250 units in management may use 100% of CFP Grants for operations

⁴RHF funds shall be included here

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary

PHA Name: **Chattanooga Housing Authority** Grant Type and Number: **Capital Fund Program Grant No: TN37S00450111**

Replacement Housing Factor Grant No: _____ Date of CFFP: _____

FFY of Grant: 2011
 FFY of Grant Approval: _____

Line	Type of Grant	Performance and Evaluation Report for Period Ending:	Total Estimated Cost		Revised Annual Statement (revision no:) Final Performance and Evaluation Report	Total Actual Cost ¹	
			Original	Revised ²		Obligated	Expended
18a	1501	Collateralization or Debt Service paid by the PHA	\$15,000.00				
18ba	9000	Collateralization or Debt Service paid Via System of Direct Payment					
19	1502	Contingency (may not exceed 8% of line 20)					
20		Amount of Annual Grant: (sum of lines 2 - 19)	\$4,142,048.00	\$0.00			
21		Amount of line 20 Related to LBP Activities	\$0.00	\$0.00			
22		Amount of line 20 Related to Section 504 compliance	\$0.00	\$0.00			
23		Amount of line 20 Related to Security - Soft Costs	\$459,000.00	\$0.00			
24		Amount of line 20 Related to Security - Hard Costs	\$15,000.00	\$0.00			
25		Amount of line 20 Related to Energy Conservation Measures	\$0.00	\$0.00			

Signature of Executive Director: *EF McCright* Date: 10/15/10
 Signature of Public Housing Director: _____ Date: _____

¹To be completed for the Performance and Evaluation Report
²To be completed for the Performance and Evaluation Report or a Revised Annual Statement
³PHAs with under 250 units in management may use 100% of CFFP Grants for operations
⁴RHF funds shall be included here

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages										
PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37S00450111 CFPP (Yes/No): No Replacement Housing Factor Grant No:				FFY of Grant: 2011 FFY of Grant Approval:		Total Actual Cost		Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Funds Obligated ²	Funds Expended ²	Total Actual Cost	Status of Work	
				Original	Revised ¹					
TN 4-1 College Hill Courts	Dwelling Structures Site Improvements Non-Dwelling Structures	1460 1450 1470	as needed as needed as needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00						
TN 4-2 East Lake Courts	Dwelling Structures Site Improvements Non-Dwelling Structures	1460 1450 1470	as needed as needed as needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00						
TN 4-3 Harriet Tubman	Dwelling Structures Site Improvements Non-Dwelling Structures	1460 1450 1470	as needed as needed as needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00						
TN 4-7 Mary Walker Towers	Dwelling Structures Site Improvements	1460 1450	as needed as needed	\$5,000.00 <u>\$5,000.00</u> \$10,000.00						
TN 4-8 Emma Wheeler Homes	Dwelling Structures A/E Services Site Improvements Non-Dwelling Structures	1460 1430 1450 1470	36 d.u. as needed as needed as needed	\$1,624,913.30 \$50,000.00 \$50,000.00 \$10,000.00 \$1,734,913.30						

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement

²To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages									
PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37S00450111 CFPP (Yes/No): No Replacement Housing Factor Grant No:			FFY of Grant: 2011 FFY of Grant Approval:		Status of Work		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost			
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²		
TN 4-10 Boynton Terrace	Dwelling Structures Site Improvements	1460 1450	as needed as needed	\$20,000.00 \$5,000.00 \$25,000.00					
TN 4-12 Scattered Sites	Dwelling Structures Site Improvements Slope Stabilization - Fairmount Non-Dwelling Structures	1460 1450 1450 1470	as needed as needed as needed as needed	\$20,000.00 \$5,000.00 \$150,000.00 \$5,000.00 \$180,000.00					
TN 4-21 Cromwell Hills	Dwelling Structures Site Improvements Non-Dwelling Structures	1460 1450 1470	as needed as needed as needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00					
TN 4-22 Gateway Towers	Dwelling Structures Site Improvements	1460 1450	as needed as needed	\$20,000.00 \$5,000.00 \$25,000.00					
PHA-Wide	Operations Upgrade Computer Software Maintain Marketing Program Management Development/Training Provide Security Upward Mobility Counsellor Resident Upward Mobility	1406 1408 1408 1408 1408 1408 1408	20% of grant as needed as needed as needed as needed 1 as needed	\$828,403.80 \$7,500.00 \$5,000.00 \$10,000.00 \$459,000.00 \$68,000.00 \$15,000.00 \$564,500.00					

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement
²To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages		Grant Type and Number		FFY of Grant: 2011		
PHA Name: Chattanooga Housing Authority		Capital Fund Program Grant No: TN37S00450111		FFY of Grant Approval:		
		CFEP (Yes/No): No				
		Replacement Housing Factor Grant No:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Status of Work
				Original	Revised ¹	
				Funds Obligated ²	Funds Expended ²	
PHA-Wide (Continued)	Administration	1410	10% of grant	\$414,201.90		
	Audit	1411		\$5,000.00		
	Consultant fees	1430	as needed	\$10,000.00		
	A/E Services	1430	as needed	\$50,000.00		
	HOPE VI application & pre-development	1430	as needed	\$20,000.00		
	Land acquisition for future development	1440	as needed	\$50,000.00		
	Dwelling equipment - bulk for rehab	1465	as needed	\$5,000.00		
	Non-Dwelling Structures	1470	as needed	\$10,000.00		
	Computer hardware	1475	as needed	\$10,000.00		
	Police car	1475	1	\$15,000.00		
	Maintenance trucks	1475	1	\$10,000.00		
	Non-Dwelling Equipment	1475	as needed	\$10,000.00		
	Relocation	1495	as needed	\$5,000.00		
	Development	1499	as needed	\$25,000.00		
	Capital Leveraging	1501	as needed	\$15,000.00		
	Total			\$4,142,019.00		

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement

²To be completed for the Performance and Evaluation Report

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: **Chattanooga Housing Authority** Grant Type and Number: **TN37P00450107** Federal FY of Grant: **2007**
 Capital Fund Program Grant No: **TN37P00450107**
 Replacement Housing Factor Grant No: _____

Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost			Total Actual Cost		
		Original	Revised	Obligated	Expended		
1	Total non-CFP Funds						
2	1406 Operations	\$842,011.00	\$842,011.00	\$842,011.00	\$842,011.00	\$842,011.00	
3	1408 Management Improvements	\$279,464.16	\$295,859.55	\$295,859.55	\$295,859.55	\$295,859.55	
4	1410 Administration	\$421,006.00	\$390,866.05	\$390,866.05	\$390,866.05	\$390,866.05	
5	1411 Audit	\$5,000.00	\$7,250.00	\$7,250.00	\$7,250.00	\$7,250.00	
6	1415 Liquidated Damages						
7	1430 Fees and Costs	\$274,655.00	\$229,684.75	\$229,684.75	\$229,684.75	\$229,684.75	
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
9	1450 Site Improvement	\$69,675.51	\$5,751.51	\$5,751.51	\$5,751.51	\$5,751.51	
10	1460 Dwelling Structures	\$484,975.30	\$601,606.03	\$601,606.03	\$601,606.03	\$601,606.03	
11	1465.1 Dwelling Equipment - Nonexpendable	\$52,245.16	\$52,245.16	\$52,245.16	\$52,245.16	\$52,245.16	
12	1470 Nondwelling Structures						
13	1475 Nondwelling Equipment	\$33,370.43	\$72,776.00	\$72,776.00	\$72,776.00	\$72,776.00	
14	1485 Demolition						
15	1490 Replacement Reserve						
16	1492 Moving to Work Demonstration						
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
18	1499 Development Activities	\$1,747,653.44	\$1,712,005.95	\$1,712,005.95	\$1,712,005.95	\$1,712,005.95	
19	1501 Collateralization or Debt Service						
20	1502 Contingency						
21	Amount of Annual Grant: (sum of lines 2 - 20)	\$4,210,056.00	\$4,210,056.00	\$4,210,056.00	\$4,210,056.00	\$4,210,056.00	
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
23	Amount of line 21 Related to Section 504 compliance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
24	Amount of line 21 Related to Security - Soft Costs	\$60,000.00	\$183,589.88	\$183,589.88	\$183,589.88	\$183,589.88	
25	Amount of line 21 Related to Security - Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
26	Amount of line 21 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Signature of Executive Director & Date: _____ Signature of Public Housing Director/Office of Native American Programs Administrator & Date: _____

EF McLough 10/15/2010 X

**Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007		Status of Work
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost	Total Actual Cost	
				Original	Revised	Funds Obligated
TN 4-1 College Hill Courts	Extraordinary maintenance - exteriors (FA)	1460	as needed	23,151.30	3,770.14	
	Resident Upward Mobility Program	1408		0.00		
	Extraordinary maintenance - site (FA)	1450	as needed	<u>2,600.00</u> \$25,751.30		\$29,521.44
	Extraordinary maintenance - exteriors (FA)	1460	as needed	38,123.01		
TN 4-2 Eastlake Courts	Dwelling Equipment	1465		17,570.16		
	Resident Upward Mobility Program	1408		0.00	932.22	
	HVAC for M/M Bldg	1475		0.00	15,648.00	
	Extraordinary maintenance - site (FA)	1450	as needed	455.00 \$56,148.17		\$72,728.39
TN 4-3 Harriet Tubman	Extraordinary maintenance - exteriors (FA)	1460	as needed	74,985.99		
	Dwelling Equipment	1465		20,175.00		
	Resident Upward Mobility Program	1408		0.00	351.67	
	Extraordinary maintenance - site (FA)	1450	as needed	0.00 \$95,160.99		\$95,512.66
TN 4-7 Mary Walker	Extraordinary maintenance - exteriors (FA)	1460	as needed	307.53	48,595.25	
	Development	1499		2,050.00	2,092.00	
	Computer Hardware	1475		0.00	7,688.61	
	A/E Services	1430		0.00	7,800.00	
	Extraordinary maintenance - site (FA)	1450	as needed	0.00 \$2,357.53	0.00	\$66,175.86

**Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450107 Replacement Housing Factor Grant No:			Federal FY of Grant: 2007	
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost		Status of Work
				Original	Revised	
TN 4-8 Emma Wheeler	Extraordinary maintenance - exteriors (FA) Resident Upward Mobility Program Extraordinary maintenance - site (FA)	1460 1408 1450	as needed as needed	70,921.15 0.00 100.00 \$71,021.15	115,238.22 320.98 \$115,659.20	 \$115,659.20
TN 4-10 Boynnton Terrace	Extraordinary maintenance - exteriors (FA) Development Computer Hardware A/E Services Extraordinary maintenance—site (FA)	1460 1499 1475 1430 1450	as needed as needed	0.00 2,108.50 0.00 0.00 0.00 \$2,108.50	98,500.72 2,150.50 9,984.87 210,912.25 \$321,548.34	 \$321,548.34
TN 4-12 Scattered Sites	Extraordinary maintenance - site (FA) Rehab A/E Services	1430	as needed	8.94 122,026.14 \$122,035.08	126,767.55 9,172.50 \$135,948.99	 \$135,948.99
TN 4-21 Cromwell Hills	Extraordinary maintenance - exteriors (FA) Dwelling Equipment Resident Upward Mobility Program Extraordinary maintenance - site (FA)	1460 1465 1408 1450	as needed as needed	68,822.73 14,500.00 0.00 2,587.57 \$85,910.30	100.48 \$86,010.78	 \$86,010.78
TN 4-22 Gateway Tower	Extraordinary maintenance - exteriors (FA) Elevator Upgrade Computer Hardware	1460 1460 1475	as needed as needed	5,744.00 0.00 0.00 \$5,744.00	6,744.70 4,244.24 \$10,988.94	 \$10,988.94

**Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007		
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost	Status of Work	
				Original	Revised	
				Funds Obligated	Funds Expended	
TN 4-33 Greenwood Apts.	Development	1499		1,707,978.47	1,702,543.45	
	Extraordinary maintenance - exteriors (FA)	1460		1,707,978.47	676.56	1,703,220.01
HA-Wide	Operations	1406		\$842,011.00		842,011.00
	Upgrade Computer Software	1408		27,258.59	42,739.08	42,739.08
	Maintain-Marketing-Program	1408		0.00		
	Management Development/Training	1408		48,585.12	38,455.64	38,455.64
	Provide Security	1408		162,344.45	183,589.88	183,589.88
	Resident Upward Mobility Program	1408		41,276.00	25,599.46	25,599.46
	Summer Youth Program	1408		0.00		
				\$279,464.16		\$290,384.06
	Salaries	1410		303,024.00	281,839.99	281,839.99
	Employee Benefits	1410		117,482.00	108,526.06	108,526.06
	Environmental review	1410		500.00		500.00
				\$421,006.00		\$390,866.05
	Audit	1411		\$5,000.00	7,250.00	\$7,250.00
	A/E Services	1430		274,655.00	1,800.00	\$1,800.00
	Land-acquisition-for-future-development	1440		0.00		
	Site-Improvements-Temp			\$63,924.00	\$0.00	

**Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450107 Replacement Housing Factor Grant No:		Federal FY of Grant: 2007		
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost		Status of Work
				Original	Revised	
				Funds Obligated	Funds Expended	
HA-Wide (Continued)	Dwelling Structures - Temp			\$80,893.45	\$0.00	\$0.00
	Computer hardware	1475		33,370.43	35,210.28	\$35,210.28
	Relocation	1495		0.00		
	Dwelling equipment - bulk for rehab	1465		0.00		
	Development	1499		35,516.47	5,220.00	\$5,220.00
	Total			\$4,210,056.00		\$4,210,056.00

Annual Statement / Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: **Chattanooga Housing Authority** Grant Type and Number: **Capital Fund Program Grant No: TN37P00450108** Federal FY of Grant: **2008**
 Replacement Housing Factor Grant No: _____

Original Annual Statement Reserve for Disasters/Emergencies Revised Annual Statement (revision no:)
 Performance and Evaluation Report for Period Ending: **6/30/10** Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost			Total Actual Cost		
		Original	Revised	Obligated	Expended		
1	Total non-CFP Funds						
2	1406 Operations	\$845,070.40	\$845,070.40	\$845,070.40	\$845,070.40		
3	1408 Management Improvements	\$235,000.00	\$266,614.67	\$266,614.67	\$263,696.31		
4	1410 Administration	\$422,535.20	\$422,535.20	\$422,535.20	\$422,535.20		
5	1411 Audit	\$5,000.00	\$452.20	\$452.20	\$452.20		
6	1415 Liquidated Damages						
7	1430 Fees and Costs	\$165,000.00	\$455,504.15	\$455,504.15	\$302,588.24		
8	1440 Site Acquisition	\$50,000.00	\$0.00	\$0.00	\$0.00		
9	1450 Site Improvement	\$32,500.00	\$101,109.92	\$101,109.92	\$101,109.92		
10	1460 Dwelling Structures	\$645,846.40	\$1,966,816.30	\$1,966,816.30	\$1,233,262.64		
11	1465.1 Dwelling Equipment - Nonexpendable	\$14,400.00	\$0.00	\$0.00	\$0.00		
12	1470 Nondwelling Structures						
13	1475 Nondwelling Equipment	\$35,000.00	\$161,249.16	\$161,249.16	\$161,249.16		
14	1485 Demolition						
15	1490 Replacement Reserve						
16	1492 Moving to Work Demonstration						
17	1495.1 Relocation Costs	\$25,000.00	\$4,800.00	\$4,800.00	\$4,800.00		
18	1499 Development Activities	\$1,750,000.00	\$1,200.00	\$1,200.00	\$1,200.00		
19	1501 Collateralization or Debt Service						
20	1502 Contingency						
21	Amount of Annual Grant: (sum of lines 2 - 20)	\$4,225,352.00	\$4,225,352.00	\$4,225,352.00	\$3,335,964.07		
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00		
23	Amount of line 21 Related to Section 504 compliance	\$0.00	\$0.00	\$0.00	\$0.00		
24	Amount of line 21 Related to Security - Soft Costs	\$150,000.00	\$205,612.40	\$205,612.40	\$205,612.40		
25	Amount of line 21 Related to Security - Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00		
26	Amount of line 21 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00		

Signature of Executive Director & Date: *Elizabeth F. McCright* 10/15/2010 X
 Signature of Public Housing Director/Office of Native American Programs Administrator & Date: _____

**Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450108 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008		Status of Work	
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised		
TN 4-1 College Hill Courts	Extraordinary maintenance - exteriors (FA)	1460	as needed	as needed	\$14,278.00	100% obligated, 100% expended	
	Computer Equipment	1475			\$4,349.77	100% obligated, 100% expended	
	Maintenance Trucks	1475			\$13,059.00	100% obligated, 100% expended	
	Extraordinary maintenance - site (FA)	1450	as needed	as needed	\$0.00	Deleted	
	\$31,686.86					\$31,686.86	Deleted
TN 4-2 Eastlake Courts	Extraordinary maintenance - exteriors (FA)	1460	as needed	as needed	\$0.00	Deleted	
	Security Cameras - from 2006	1475			\$7,905.00	100% obligated, 100% expended	
	Maintenance Trucks	1475			\$13,059.00	100% obligated, 100% expended	
	Computer Equipment	1475			\$3,734.56	100% obligated, 100% expended	
	Extraordinary maintenance - site (FA)	1450	as needed	as needed	\$0.00	Deleted	
\$24,698.56						\$24,698.56	Deleted
TN 4-3 Harriet Tubman	Extraordinary maintenance - exteriors (FA)	1460	as needed	as needed	\$0.00	Deleted	
	Unit Renovations	1460			\$146,814.01	100% obligated, 100% expended	
	Maintenance Trucks	1475			\$13,059.00	100% obligated, 100% expended	
	Computer equipment	1475			\$3,911.28	100% obligated, 100% expended	
	Extraordinary maintenance - site (FA)	1450	as needed	as needed	\$0.00	Deleted	
\$163,784.29						\$163,784.29	Deleted
TN 4-7 Mary Walker	Extraordinary maintenance - exteriors (FA)	1460	as needed	as needed	\$875.00	100% obligated, 100% expended	
	Renovations	1460			\$982,286.78	100% obligated, 49% expended	
	Maintenance Trucks	1475			\$13,208.00	100% obligated, 100% expended	
	Computer Equipment	1475			\$9,246.45	100% obligated, 100% expended	
	A/E Services	1430			\$172,236.75	100% obligated, 73% expended	
Extraordinary maintenance - site (FA)	1450	as needed	as needed	\$28,588.09	100% obligated, 100% expended		
\$1,206,441.07						\$1,206,441.07	Deleted
\$661,201.79						\$661,201.79	Deleted

**Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450108 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008		Status of Work
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost
				Original	Revised	
TN 4-8 Emma Wheeler	Extraordinary maintenance—exteriors (FA)	1460	as needed	\$5,000.00	\$0.00	Deleted
	Roofs	1460			\$417,450.50	100% obligated, 100% expended
	Unit Renovations	1460			\$54,083.37	100% obligated, 100% expended
	Maintenance Trucks	1475			\$13,208.00	100% obligated, 100% expended
	Computer Equipment	1475			\$3,143.40	100% obligated, 100% expended
	A/E Services	1430			\$194,190.40	100% obligated, 57% expended
	Extraordinary maintenance—site (FA)	1450	as needed	<u>\$2,500.00</u> \$7,500.00	\$0.00	Deleted
	Extraordinary maintenance - exteriors (FA)	1460	as needed	\$25,000.00	\$32,422.00	100% obligated, 100% expended
	Renovations				\$237,413.55	100% obligated, 1% expended
	Development			\$1,500,000.00	\$0.00	Deleted
TN 4-10 Boynton Terrace	A/E Services	1499			\$37,550.00	100% obligated, 81% expended
	Computer Equipment				\$2,451.15	100% obligated, 100% expended
	Extraordinary maintenance—site (FA)	1450	as needed	<u>\$2,500.00</u> \$1,527,500.00	\$0.00	Deleted
	Extraordinary maintenance - exteriors (FA)	1460	as needed	\$20,000.00	\$0.00	Deleted
	Extraordinary maintenance—site (FA)	1450	as needed	\$15,000.00	\$0.00	Deleted
	Rehab	1460	6 d.u.	\$375,000.00	\$79,613.00	100% obligated, 100% expended
	Maintenance Trucks	1475			\$17,321.00	100% obligated, 100% expended
	Computer Equipment	1475			\$2,166.84	100% obligated, 100% expended
	Development	1499			\$1,200.00	100% obligated, 100% expended
	Relocation	1495			\$4,800.00	100% obligated, 100% expended
TN 4-12 Scattered Sites	Extraordinary maintenance - exteriors (FA)	1460	as needed	\$20,000.00	\$0.00	Deleted
	Extraordinary maintenance—site (FA)	1450	as needed	\$15,000.00	\$0.00	Deleted
	Rehab	1460	6 d.u.	\$375,000.00	\$79,613.00	100% obligated, 100% expended
	Maintenance Trucks	1475			\$17,321.00	100% obligated, 100% expended
	Computer Equipment	1475			\$2,166.84	100% obligated, 100% expended
	Development	1499			\$1,200.00	100% obligated, 100% expended
	Relocation	1495			\$4,800.00	100% obligated, 100% expended
	Extraordinary maintenance—site (FA)	1450	as needed	<u>\$2,500.00</u> \$1,527,500.00	\$0.00	Deleted
	Extraordinary maintenance - exteriors (FA)	1460	as needed	\$20,000.00	\$0.00	Deleted
	Extraordinary maintenance—site (FA)	1450	as needed	\$15,000.00	\$0.00	Deleted
					\$67,615.15	
					\$309,836.70	
					\$682,075.67	
					\$598,938.66	

**Annual Statement / Performance and Evaluation Report
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
Part II: Supporting Pages**

PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450108 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008		Status of Work	
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost	
				Original	Revised		
TN 4-12 Scattered Sites (Continued)	A/E Services	1430		\$410,000.00	\$35,201.00	Funds Obligated \$140,301.84 Funds Expended \$124,559.95	100% obligated, 55% expended
TN 4-21 Cromwell Hills	Extraordinary maintenance - exteriors (FA)	1460	as needed	\$100,000.00	\$1,580.00		100% obligated, 100% expended
	A/E Services	1430			\$9,416.00		100% obligated, 100% expended
	Maintenance Trucks	1475			\$13,059.00		100% obligated, 100% expended
	Computer Equipment	1475			\$2,067.21		100% obligated, 100% expended
	Extraordinary maintenance - site (FA)	1450	as needed	\$2,500.00 \$102,500.00	\$64,690.13		100% obligated, 100% expended
TN 4-22 Gateway Tower	Extraordinary maintenance - exteriors (FA)	1460	as needed	\$5,000.00	\$0.00		Deleted
	Maintenance Trucks	1475			\$13,208.00		100% obligated, 100% expended
	Computer Equipment	1475			\$1,567.60		100% obligated, 100% expended
	A/E Services	1430			\$5,410.00		100% obligated, 100% expended
TN 4-33 Greenwood Terrace	Extraordinary maintenance - site (FA)	1450		\$5,000.00	\$7,831.70		100% obligated, 100% expended
LIPH-Wide	Operations	1406		\$845,070.40		\$845,070.40	100% obligated, 100% expended
	Upgrade Computer Software	1408		\$15,000.00	\$35,756.91	\$32,838.55	100% obligated, 94% expended
	Maintain Marketing Program	1408		\$5,000.00	\$250.00	\$250.00	100% obligated, 100% expended
	Management Development/Training	1408		\$50,000.00	\$21,145.36	\$21,145.36	100% obligated, 100% expended
	Provide Security	1408		\$150,000.00	\$205,612.40	\$205,612.40	100% obligated, 100% expended
	Summer Youth Program	1408		\$15,000.00	\$0.00		Deleted
	Resident Upward Mobility	1408		\$0.00 \$235,000.00	\$3,850.00	\$3,850.00 \$263,696.31	100% obligated, 100% expended

**Annual Statement / Performance and Evaluation Report
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
 Part II: Supporting Pages**

PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450108 Replacement Housing Factor Grant No:		Federal FY of Grant: 2008		Status of Work
Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Dev. Acct. No.	Quantity	Total Estimated Cost		Total Actual Cost
				Original	Revised	
				Funds Obligated	Funds Expended	
LIPH-Wide (Continued)						
	Salaries	1410		\$304,225.34	\$304,225.34	100% obligated, 100% expended
	Employee Benefits	1410		\$118,309.86 <u>\$422,535.20</u>	\$118,309.86 <u>\$422,535.20</u>	100% obligated, 100% expended
	Audit	1411		\$5,000.00	\$452.20	100% obligated, 100% expended
	A/E Services	1430		\$150,000.00	\$0.00	Moved to sites
	Strategic Planning	1430		\$15,000.00	\$1,500.00	100% obligated, 100% expended
	Land-acquisition for future development	1440		\$50,000.00	\$0.00	Deleted
	Computer hardware	1475		\$35,000.00	\$11,524.90	100% obligated, 100% expended
	Relocation	1495		\$25,000.00	\$0.00	Deleted
	Dwelling equipment—bulk for rehab	1465		\$14,400.00	\$0.00	Deleted
	Development	1499		\$250,000.00	\$0.00	Deleted
	Total			\$4,152,852.00	\$3,335,964.07	

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary		Grant Type and Number		FFY of Grant: 2009
PHA Name:		Capital Fund Program Grant No: TN37P00450109		FFY of Grant Approval:
Chattanooga Housing Authority		Replacement Housing Factor Grant No:		
Date of CFFP:				
<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/10		<input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Final Performance and Evaluation Report		
Type of Grant		Total Estimated Cost		Total Actual Cost¹
Line	Summary by Development Account	Original	Revised²	Obligated
1	Total non-CFP Funds			Expended
2	1406 Operations (may not exceed 20% of line 20) ³	\$871,468.20	\$871,468.20	\$871,468.20
3	1408 Management Improvements	\$257,500.00	\$378,000.00	\$306,500.00
4	1410 Administration (may not exceed 10% of line 20)	\$435,734.10	\$435,734.10	\$435,734.10
5	1411 Audit	\$7,250.00	\$2,249.99	\$2,249.99
6	1415 Liquidated Damages			
7	1430 Fees and Costs	\$310,000.00	\$249,140.00	\$19,790.00
8	1440 Site Acquisition	\$50,000.00	\$50,000.00	\$0.00
9	1450 Site Improvement	\$890,000.00	\$1,360,000.00	\$0.00
10	1460 Dwelling Structures	\$845,000.00	\$880,748.71	\$321,276.45
11	1465.1 Dwelling Equipment - Nonexpendable	\$5,000.00	\$5,000.00	\$0.00
12	1470 Nondwelling Structures		\$35,000.00	\$0.00
13	1475 Nondwelling Equipment	\$95,000.00	\$45,000.00	\$523.36
14	1485 Demolition			
15	1492 Moving to Work Demonstration			
16	1495.1 Relocation Costs	\$25,000.00	\$5,000.00	\$0.00
17	1499 Development Activities ⁴	\$290,388.70	\$25,000.00	\$0.00

¹To be completed for the Performance and Evaluation Report

²To be completed for the Performance and Evaluation Report or a Revised Annual Statement

³PHAs with under 250 units in management may use 100% of CFP Grants for operations

⁴RHF funds shall be included here

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary		Grant Type and Number		FFY of Grant: 2009	
PHA Name: Chattanooga Housing Authority		Capital Fund Program Grant No: TN37P00450109		FFY of Grant Approval:	
Replacement Housing Factor Grant No:		Date of CFFP:			
<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/10		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report			
Type of Grant		Total Estimated Cost		Total Actual Cost¹	
Line	Summary by Development Account	Original	Revised²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	\$275,000.00	\$15,000.00	\$0.00	\$0.00
18ba	19000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$4,357,341.00	\$4,357,341.00	\$1,957,542.10	\$1,466,040.77
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security - Soft Costs	\$185,000.00	\$195,000.00	\$305,500.00	\$207,899.22
24	Amount of line 20 Related to Security - Hard Costs	\$15,000.00	\$15,000.00		
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director EFC Wright		Signature of Public Housing Director		Date 10/15/2010	

¹To be completed for the Performance and Evaluation Report
²To be completed for the Performance and Evaluation Report or a Revised Annual Statement
³PHAs with under 250 units in management may use 100% of CFP Grants for operations
⁴RHF funds shall be included here

Part II: Supporting Pages													
PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450109 CHFP (Yes/No): Replacement Housing Factor Grant No:				FFY of Grant: 2009 FFY of Grant Approval: 2009		Total Actual Cost				Status of Work	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Funds Obligated ²		Funds Expended ²		Status of Work			
				Original	Revised ¹	Obligated ²	Expended ²						
TN 4-1 College Hill	Unit Renovations	1460	as needed	\$35,000.00	\$20,000.00					0% Obligated, 0% Expended			
	Site Improvements	1450	as needed	\$5,000.00	\$5,000.00					0% Obligated, 0% Expended			
	Non-Dwelling Structures	1470	as needed	\$0.00	\$5,000.00					0% Obligated, 0% Expended			
	Computer Hardware	1475	as needed	\$40,000.00	\$100.12	\$100.12	\$100.12	\$100.12	\$100.12	100% Obligated, 100% Expended			
TN 4-2 East Lake Courts	Unit Renovations	1460	as needed	\$35,000.00	\$20,000.00					0% Obligated, 0% Expended			
	Site Improvements	1450	as needed	\$5,000.00	\$5,000.00					0% Obligated, 0% Expended			
	Non-Dwelling Structures	1470	as needed	\$0.00	\$5,000.00					0% Obligated, 0% Expended			
	Computer Hardware	1475	as needed	\$40,000.00	\$83.52	\$83.52	\$83.52	\$83.52	\$83.52	100% Obligated, 100% Expended			
TN 4-3 Harriet Tubman	Unit Renovations - FA	1460	as needed	\$35,000.00	\$20,000.00					0% Obligated, 0% Expended			
	Site Improvements	1450	as needed	\$5,000.00	\$5,000.00					0% Obligated, 0% Expended			
	Non-Dwelling Structures	1470	as needed	\$0.00	\$5,000.00					0% Obligated, 0% Expended			
	Computer Hardware	1475	as needed	\$40,000.00	\$88.28	\$88.28	\$88.28	\$88.28	\$88.28	100% Obligated, 100% Expended			
TN 4-7 Mary Walker	Unit Renovations	1460	as needed	\$5,000.00	\$175,000.00					0% Obligated, 0% Expended			
	Site Improvements	1450	as needed	\$5,000.00	\$0.00					0% Obligated, 0% Expended			
	Capital Leveraging	1501	as needed	\$175,000.00	\$28.77					Deleted			
	Computer Hardware	1475	as needed	\$185,000.00	\$28.77	\$28.77	\$28.77	\$28.77	\$28.77	100% Obligated, 100% Expended			
TN 4-8 Emma Wheeler Homes	Unit Renovations	1460	as needed	\$50,000.00	\$155,748.71					0% Obligated, 0% Expended			
	Site Improvements - Sewers	1450	as needed	\$850,000.00	\$950,000.00					0% Obligated, 0% Expended			
	A/E Services	1430	as needed	\$150,000.00	\$67.55					0% Obligated, 0% Expended			
	Computer Hardware	1475	as needed	\$1,050,000.00	\$67.55	\$67.55	\$67.55	\$67.55	\$67.55	100% Obligated, 100% Expended			

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement

²To be completed for the Performance and Evaluation Report

Part II: Supporting Pages																																	
PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450109 CFFP (Yes/No): Replacement Housing Factor Grant No:				FFY of Grant: 2009 FFY of Grant Approval: 2009		Total Actual Cost		Status of Work																							
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Funds Obligated ²	Funds Expended ²	Status of Work	Funds Obligated ²	Funds Expended ²	Status of Work																						
				Original	Revised ¹																												
TN 4-10 Boynton Terrace	Extraordinary Maintenance - exteriors Extraordinary Maintenance - site Renovations Computer Hardware	1460 1450 1460 1475	as needed as needed as needed as needed	\$35,000.00 \$5,000.00 \$540,000.00 \$580,000.00	\$0.00						Deleted 0% Obligated, 0% Expended 65% Obligated, 0% Expended 100% Obligated, 100% Expended																						
												TN 4-12 Scattered Sites	Unit Renovations Roofs A/E Services Site Improvements Slope Stabilization - Steiner Non-Dwelling Structures Development Computer Hardware	1460 1460 1430 1450 1450 1470 1499 1475	as needed as needed as needed as needed as needed as needed as needed as needed	\$50,000.00 \$0.00 \$0.00 \$10,000.00 \$0.00 \$0.00 \$250,000.00 \$310,000.00	\$20,000.00 \$100,000.00 \$19,790.00 \$5,000.00 \$200,000.00 \$5,000.00 \$0.00 \$41.22					0% Obligated, 0% Expended 0% Obligated, 0% Expended 100% Obligated, 100% Expended 0% Obligated, 0% Expended 0% Obligated, 0% Expended 0% Obligated, 0% Expended Deleted 100% Obligated, 100% Expended											
																							TN 4-21 Cromwell Hills	Unit Renovations - FA Site Improvements Non-Dwelling Structures Computer Hardware	1460 1450 1470 1475	as needed as needed as needed as needed	\$50,000.00 \$5,000.00 \$0.00 \$55,000.00	\$20,000.00 \$5,000.00 \$38.52					0% Obligated, 0% Expended 0% Obligated, 0% Expended 0% Obligated, 0% Expended 100% Obligated, 100% Expended

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement

²To be completed for the Performance and Evaluation Report

Part II: Supporting Pages		FFY of Grant: 2009		FFY of Grant Approval: 2009		Status of Work	
PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450109 CFEP (Yes/No): Replacement Housing Factor Grant No:		Total Estimated Cost		Total Actual Cost	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Original	Revised ¹	Funds Obligated ²	Funds Expended ²
PHA-Wide							
	Operations	1406		\$871,468.20		\$871,468.20	\$871,468.20
	Upgrade computer software	1408		\$7,500.00			0% Obligated, 0% Expended
	Maintain marketing program	1408		\$5,000.00			0% Obligated, 0% Expended
	Management development/Training	1408		\$45,000.00			0% Obligated, 0% Expended
	Provide Security	1408		\$185,000.00	\$305,500.00	\$305,500.00	100% Obligated, 68% Expended
	Summer Youth Program	1408		\$15,000.00		\$1,000.00	6.6% Obligated, 6.6% Expended
				\$257,500.00		\$306,500.00	
	Administration	1410		\$435,734.10		\$435,734.10	100% Obligated, 84% Expended
	Audit	1411		\$7,250.00	\$2,249.99	\$2,249.99	100% Obligated, 100% Expended
	A/E Services	1430		\$100,000.00			0% Obligated, 0% Expended
	Consultant fees	1430		\$10,000.00			0% Obligated, 0% Expended
	HOPE VI application & pre-development	1430		\$50,000.00	\$20,000.00		0% Obligated, 0% Expended
				<u>\$160,000.00</u>			
	Land acquisition for future development	1440		\$50,000.00			0% Obligated, 0% Expended
	Dwelling equipment - bulk for rehab	1465		\$5,000.00			0% Obligated, 0% Expended
	Non-Dwelling Structures	1470		\$0.00	\$10,000.00		0% Obligated, 0% Expended
	Computer hardware	1475		\$10,000.00	\$9,476.64		0% Obligated, 0% Expended
	Police car	1475		\$15,000.00			0% Obligated, 0% Expended
	Maintenance trucks	1475		\$60,000.00	\$10,000.00		0% Obligated, 0% Expended
	Force Acct equipment	1475		\$10,000.00			0% Obligated, 0% Expended
				\$95,000.00			

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement

²To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages									
PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00450109 CFPP (Yes/No): Replacement Housing Factor Grant No:			FFY of Grant: 2009 FFY of Grant Approval: 2009				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work	
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²		
PHA-Wide (Continued)	Relocation	1495		\$25,000.00	\$5,000.00			0% Obligated, 0% Expended	
	Development	1499		\$40,388.70	\$25,000.00			0% Obligated, 0% Expended	
	Capital Leveraging	1501		\$100,000.00	\$15,000.00	\$1,957,542.10	\$1,466,040.77	0% Obligated, 0% Expended	
				\$4,357,341.00					

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement

²To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary		Grant Type and Number		FFY of Grant: 2009	
PHA Name:		Capital Fund Program Grant No: TN37S00450109		FFY of Grant Approval:	
Chattanooga Housing Authority		Replacement Housing Factor Grant No:			
		Date of CFFP:			
Type of Grant		Revised Annual Statement (revision no:)			
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Final Performance and Evaluation Report			
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/10					
Summary by Development Account		Total Estimated Cost			
Line		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 20)	\$317,564.00	\$624,183.67	\$624,183.67	\$413,651.51
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$201,630.00	\$169,938.18	\$169,938.18	\$169,938.18
8	1440 Site Acquisition				
9	1450 Site Improvement	\$400,000.00	\$0.00	\$0.00	
10	1460 Dwelling Structures	\$5,222,514.00	\$5,192,217.80	\$5,192,217.80	\$3,838,786.10
11	1465.1 Dwelling Equipment - Nonexpendable	\$99,548.00	\$209,408.35	\$209,408.35	\$104,503.77
12	1470 Nondwelling Structures		\$104,501.00	\$104,501.00	\$104,501.00
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs	\$110,000.00	\$51,007.00	\$51,007.00	\$36,067.00
17	1499 Development Activities ⁴				

¹To be completed for the Performance and Evaluation Report
²To be completed for the Performance and Evaluation Report or a Revised Annual Statement
³PHAs with under 250 units in management may use 100% of CFP Grants for operations
⁴RHF funds shall be included here

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary

PHA Name: **Chattanooga Housing Authority**

Grant Type and Number: Capital Fund Program Grant No: **TN37S00450109**
 Replacement Housing Factor Grant No:
 Date of CFFP:

Original Annual Statement
 Performance and Evaluation Report for Period Ending: **6/30/10**

Reserve for Disasters/Emergencies
 Revised Annual Statement (revision no:)
 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹
		Original	Revised ²	
18a	1501 Collateralization or Debt Service paid by the PHA			
18ba	19000 Collateralization or Debt Service paid Via System of Direct Payment			
19	1502 Contingency (may not exceed 8% of line 20)			
20	Amount of Annual Grant: (sum of lines 2 - 19)	\$6,351,256.00	\$6,351,256.00	\$6,351,256.00
21	Amount of line 20 Related to LBP Activities	\$0.00	\$0.00	
22	Amount of line 20 Related to Section 504 compliance	\$35,000.00	\$35,000.00	
23	Amount of line 20 Related to Security - Soft Costs	\$0.00	\$0.00	
24	Amount of line 20 Related to Security - Hard Costs	\$0.00	\$0.00	
25	Amount of line 20 Related to Energy Conservation Measures	\$692,515.00	\$629,515.00	\$4,667,447.56
Signature of Executive Director <i>EF McCarty</i>		Signature of Public Housing Director		Date
				<i>10/15/2010</i>

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³PHAs with under 250 units in management may use 100% of CFP Grants for operations
⁴RHF funds shall be included here

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages												
PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37S00450109 CFPP (Yes/No): Replacement Housing Factor Grant No:				FFY of Grant: 2009 FFY of Grant Approval:		Total Estimated Cost		Total Actual Cost		Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Original	Revised ¹	Funds Obligated ²	Funds Expended ²					
TN 4-1 College Hill	Extraordinary Maintenance Appliances	1460 1465	1 d.u.	\$6,000.00 \$0.00 \$6,000.00	\$7,224.03 \$613.05	\$7,837.08	\$7,837.08					100% obligated, 100 % expended 100% obligated, 100 % expended
TN 4-2 East Lake Courts	Extraordinary Maintenance Appliances	1460 1465	4 d.u.	\$65,000.00 \$0.00 \$65,000.00	\$36,899.35 \$1,871.20	\$38,770.55	\$38,770.55					100% obligated, 100 % expended 100% obligated, 100 % expended
TN 4-3 Harriet Tubman	Vacancy Reduction - Ext. Maint LBP Testing Appliances Repair roofs	1460 1430 1465 1460	82 d.u. as needed 20 bldg-	\$410,000.00 \$0.00 \$0.00 \$80,000.00 \$490,000.00	\$185,900.93 \$880.00 \$25,312.60 \$0.00	\$212,093.53	\$209,895.53					100% obligated, 99 % expended 100% obligated, 100 % expended 100% obligated, 100 % expended Deleted
TN 4-7 Mary Walker	Renovate units & Handicap Accessibility Repair elevators-Ext. Maint. Ranges & Refrigerators Repair-sewers-Ext.Maint Relocation A/E Services	1460 1460 1465 1460 1495 1430	100 d.u. 2 100 d.u. 1 bldg Relocation A/E Services	\$3,488,152.00 \$72,000.00 \$115,000.00 \$0.00 \$447,363.00 \$0.00 \$400,000.00 <u>\$99,130.00</u> \$3,822,700.00	\$3,484,993.42 \$274,867.75 \$155,839.20 \$0.00 \$51,007.00 \$97,044.18	\$4,063,751.55	\$2,592,676.32					100% obligated, 61 % expended 100% obligated, 94 % expended 100% obligated, 32 % expended Deleted 100% obligated, 70 % expended 100% obligated, 100 % expended
TN 4-8 Emma Wheeler Homes	Extraordinary Maintenance Vacancy Reduction - Ext. Maint (FA) Appliances Replace roofs Rehab CHA office space Replace sanitary-sewers A/E Services	1460 1460 1465 1460 1470 1450 1430	5 d.u. 23 d.u. 23 d.u. 91 bldg 1 bldg 45%-Site	\$72,000.00 \$115,000.00 \$0.00 \$447,363.00 \$0.00 \$400,000.00 <u>\$99,130.00</u> \$1,133,493.00	\$83,987.64 \$16,892.00 \$443,360.10 \$104,501.00 \$0.00 \$72,014.00	\$835,754.74	\$835,751.69					100% obligated, 100 % expended 100% obligated, 100 % expended 100% obligated, 100 % expended 100% obligated, 100 % expended 100% obligated, 100 % expended Deleted 100% obligated, 100 % expended

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²To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages												
PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37S00450109 CFEP (Yes/No): Replacement Housing Factor Grant No:				FFY of Grant: 2009 FFY of Grant Approval:		Total Actual Cost				Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Original	Revised ¹	Funds Obligated ²	Funds Expended ²					
TN 4-12 Scattered Sites	Extraordinary Maintenance - Judson Ln Extraordinary Maintenance - Missionary Extraordinary Maintenance - Steiner Renovate units - Woodside Appliances	1460 1460 1460 1460 1465	4 d.u. 2 d.u. 5-d.u. 1 d.u.	\$20,000.00 \$10,000.00 \$54,000.00 \$10,000.00 <u>\$0.00</u> \$94,000.00	\$46,810.70 \$19,311.32 \$0.00 \$12,562.70 \$4,459.35	\$83,144.07					100% obligated, 100 % expended 100% obligated, 100 % expended Deleted 100% obligated, 100 % expended 100% obligated, 100 % expended	
TN 4-21 Cromwell Hills	Extraordinary maintenance Appliances	1460 1465	7 d.u.	\$159,999.00	\$171,342.61 \$4,420.95	\$175,763.56					100% obligated, 100 % expended 100% obligated, 100 % expended	
TN 4-22 Gateway Tower	Replace elevator A/E-Servicees	1460 1430	1	\$250,000.00 \$12,500.00 \$262,500.00	\$309,957.25 \$0.00	\$309,957.25					100% obligated,100 % expended Deleted	
PHA-Wide	Administration	1410		\$317,564.00	\$624,183.67	\$624,183.67					100% obligated, 66 % expended	
	Total			\$6,351,256.00	\$6,351,256.00	\$6,351,256.00	\$4,667,447.56					

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary

PHA Name: **Chattanooga Housing Authority** Grant Type and Number: **Capital Fund Program Grant No: TN00400001209G**
 Replacement Housing Factor Grant No: **FFY of Grant: 2009**
 Date of CFFP: **FFY of Grant Approval:**

Line	Type of Grant	Original	Revised ²	Total Actual Cost ¹	
				Obligated	Expended
1	Total non-CFFP Funds	\$726,818.00	\$726,818.00		
2	1406 Operations (may not exceed 20% of line 21) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)	\$390,458.00	\$390,458.00	\$390,458.00	\$29,522.24
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	\$414,832.00	\$414,832.00	\$368,711.00	\$295,222.33
8	1440 Site Acquisition				
9	1450 Site Improvement	\$745,017.00	\$745,017.00		
10	1460 Dwelling Structures	\$2,246,564.00	\$2,246,564.00		
11	1465.1 Dwelling Equipment - Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition	\$107,711.00	\$107,711.00		
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

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⁴RHF funds shall be included here

Part I: Summary

PHA Name: **Chattanooga Housing Authority** Grant Type and Number: **Capital Fund Program Grant No: TN00400001209G** FFY of Grant: **2009**

Replacement Housing Factor Grant No: _____ FFY of Grant Approval: _____

Date of CFFP: _____

Line	Summary by Development Account	Type of Grant		Revised Annual Statement (revision no:) Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost ¹		
		<input type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Reserve for Disasters/Emergencies		Original	Revised ²	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA								
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment								
19	1502 Contingency (may not exceed 8% of line 20)								
20	Amount of Annual Grant: (sum of lines 2 - 19)			\$3,904,582.00	\$3,904,582.00	\$759,169.00	\$324,744.57		
21	Amount of line 20 Related to LBP Activities			\$0.00	\$0.00				
22	Amount of line 20 Related to Section 504 compliance			\$0.00	\$0.00				
23	Amount of line 20 Related to Security - Soft Costs			\$0.00	\$0.00				
24	Amount of line 20 Related to Security - Hard Costs			\$0.00	\$0.00				
25	Amount of line 20 Related to Energy Conservation Measures			\$980,000.00	\$980,000.00				
Signature of Executive Director <i>EF McCright</i>				Signature of Public Housing Director	Date 10/15/2010				

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³PHAs with under 250 units in management may use 100% of CFFP Grants for operations
⁴RHF funds shall be included here

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages											
PHA Name: Chattanooga Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN00400001209G CFEP (Yes/No): Replacement Housing Factor Grant No:				FFY of Grant: 2009 FFY of Grant Approval:					
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work			
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²				
TN4-12 Fairmount Apartments	A/E Services	1430		\$348,954	401,765.75	368,711.00	295,222.33	92% Obligated, 62% Expended			
	Environmental assessment, testing, & cleanup	1430		\$12,658	4,844.00			0% Obligated, 0% Expended			
	Consulting	1430		\$53,220	45,869.58			0% Obligated, 0% Expended			
	Demo existing buildings	1485		\$107,711				0% Obligated, 0% Expended			
	Residential construction	1460		\$2,246,564	2,208,916.67			0% Obligated, 0% Expended			
	Site Improvements	1450		\$745,017				0% Obligated, 0% Expended			
	Admin Costs	1410		\$390,458			390,458.00	29,522.24	100% Obligated, 8% Expended		
	Total			\$3,904,582.00				\$759,169.00	\$324,744.57		

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement

²To be completed for the Performance and Evaluation Report

CHA 2011 Agency Plan

Attachment I
CFP Five-Year Action Plan

October 2010

v1

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 Expires 4/30/2011

Part I: Summary					
Chattanooga Housing Authority, TN 004		Chattanooga, TN			
Development Number and Name	Work Statement for Year 1 FFY 2011	Work Statement for Year 2 FFY 2012	Work Statement for Year 3 FFY 2013	<input checked="" type="checkbox"/> Original 5-Year Plan Work Statement for Year 4 FFY 2014	<input type="checkbox"/> Revision No: Work Statement for Year 5 FFY 2015
B. Physical Improvements	Annual Statement	\$2,094,913.30	\$2,368,913.30	\$2,368,913.30	\$2,368,913.30
C. Management Improvements		\$564,500.00	\$290,500.00	\$290,500.00	\$290,500.00
D. PHA-Wide Non-Dwelling Structures & Equipment		\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00
E. Administration		\$414,201.90	\$414,201.90	\$414,201.90	\$414,201.90
F. Other		\$170,000.00	\$170,000.00	\$170,000.00	\$170,000.00
G. Operations		\$828,403.80	\$828,403.80	\$828,403.80	\$828,403.80
H. Demolition					
I. Development		\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
J. Capital Fund Financing - Debt Service					
K. Total CFP Funds					
L. Total Non-CFP Funds					
M. Grand Total		\$4,142,019.00	\$4,142,019.00	\$4,142,019.00	\$4,142,019.00

Capital Fund Program - Five-Year Action Plan

Part I: Summary (Continuation)						
Chattanooga Housing Authority, TN 004		Chattanooga, TN				
A. Development Number and Name	Work Statement for Year 1 FFY 2011	Work Statement for Year 2 FFY 2012	Work Statement for Year 3 FFY 2013	<input checked="" type="checkbox"/> Original 5-Year Plan Work Statement for Year 4 FFY 2014	<input type="checkbox"/> Revision No: Work Statement for Year 5 FFY 2015	
	Annual Statement					
College Hill Courts, TN 4-1		\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
East Lake Courts, TN 4-2		\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Harriet Tubman, TN 4-3		\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Mary Walker Towers, TN 4-7		\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Emma Wneeler Homes, TN 4-8		\$1,884,913.30	\$2,158,913.30	\$2,158,913.30	\$2,158,913.30	\$2,158,913.30
Boynnton Terrace		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Scattered Sites, TN 4-12		\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Cromwell Apartments, TN 4-21		\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Gateway Tower, TN 4-22		\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00

Part II: Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2011	Work Statement for Year 2012 FFY			Work Statement for Year 2013 FFY		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	TN 4-1, College Hill Courts Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00	TN 4-1, College Hill Courts Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00
	TN 4-2, East Lake Courts Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00	TN 4-2, East Lake Courts Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00
	TN 4-3, Harriet Tubman Dev. Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00	TN 4-3, Harriet Tubman Dev. Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00
	TN 4-7 Mary Walker Towers Dwelling Structures Site Improvements	As needed As needed	\$5,000.00 \$5,000.00 \$10,000.00	TN 4-7 Mary Walker Towers Dwelling Structures Site Improvements	As needed As needed	\$5,000.00 \$5,000.00 \$10,000.00
	Subtotal of Estimated Cost			Subtotal of Estimated Cost		
	\$100,000.00			\$100,000.00		

Part II: Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2011	Work Statement for Year 2012 FFY			Work Statement for Year 2013 FFY		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	TN 4-8, Emma Wheeler Homes Dwelling Structures A/E Services Site Improvements Non-Dwelling Structures	39.d.u. As needed As needed As needed	\$1,774,913.30 \$50,000.00 \$50,000.00 \$10,000.00 \$1,884,913.30	TN 4-8, Emma Wheeler Homes Dwelling Structures A/E Services Site Improvements Non-Dwelling Structures	45 d.u. As needed As needed As needed	\$2,048,913.30 \$50,000.00 \$50,000.00 \$10,000.00 \$2,158,913.30
	TN 4-10, Boynton Terrace Dwelling Structures Site Improvements	As needed As needed	\$20,000.00 \$5,000.00 \$25,000.00	TN 4-10, Boynton Terrace Dwelling Structures Site Improvements	As needed As needed	\$20,000.00 \$5,000.00 \$25,000.00
	TN 4-12, Scattered Sites Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00	TN 4-12, Scattered Sites Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00
	TN 4-21, Cromwell Hills Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00	TN 4-21, Cromwell Hills Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00
	Subtotal of Estimated Cost		\$1,969,913.30	Subtotal of Estimated Cost		\$2,243,913.30

Part II: Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2011	Work Statement for Year 2012 FFY			Work Statement for Year 2013 FFY		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	TN 4-22, Gateway Towers Dwelling Structures Site Improvements	As needed As needed	\$20,000.00 \$5,000.00 \$25,000.00	TN 4-22, Gateway Towers Dwelling Structures Site Improvements		\$20,000.00 \$5,000.00 \$25,000.00
	Subtotal of Estimated Cost		\$25,000.00	Subtotal of Estimated Cost		\$25,000.00

Part II: Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2011	Work Statement for Year 2014 FFY			Work Statement for Year 2015 FFY		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	TN 4-1, College Hill Courts Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00	TN 4-1, College Hill Courts Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00
	TN 4-2, East Lake Courts Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00	TN 4-2, East Lake Courts Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00
	TN 4-3, Harriet Tubman Dev. Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00	TN 4-3, Harriet Tubman Dev. Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00
	TN 4-7 Mary Walker Towers Dwelling Structures Site Improvements	As needed As needed	\$5,000.00 \$5,000.00 \$10,000.00	TN 4-7 Mary Walker Towers Dwelling Structures Site Improvements	As needed As needed	\$5,000.00 \$5,000.00 \$10,000.00
	Subtotal of Estimated Cost		\$100,000.00	Subtotal of Estimated Cost		\$100,000.00

Part II: Supporting Pages - Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2011	Work Statement for Year 2014 FFY			Work Statement for Year 2015 FFY		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	TN 4-8, Emma Wheeler Homes Dwelling Structures A/E Services Site Improvements Non-Dwelling Structures	45 d.u. As needed As needed As needed	\$2,048,913.30 \$50,000.00 \$50,000.00 \$10,000.00 \$2,158,913.30	TN 4-8, Emma Wheeler Homes Dwelling Structures A/E Services Site Improvements Non-Dwelling Structures	45 d.u. As needed As needed As needed	\$2,048,913.30 \$50,000.00 \$50,000.00 \$10,000.00 \$2,158,913.30
	TN 4-10, Boynton Terrace Dwelling Structures Site Improvements	As needed As needed	\$20,000.00 \$5,000.00 \$25,000.00	TN 4-10, Boynton Terrace Dwelling Structures Site Improvements	As needed As needed	\$20,000.00 \$5,000.00 \$25,000.00
	TN 4-12, Scattered Sites Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00	TN 4-12, Scattered Sites Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00
	TN 4-21, Cromwell Hills Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00	TN 4-21, Cromwell Hills Dwelling Structures Site Improvements Non-Dwelling Structures	As needed As needed As needed	\$20,000.00 \$5,000.00 \$5,000.00 \$30,000.00
	Subtotal of Estimated Cost		\$2,243,913.30	Subtotal of Estimated Cost		\$2,243,913.30

Work Statement for Year 1 FFY 2011	Work Statement for Year 2014 FFY			Work Statement for Year 2015 FFY		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Annual Statement	TN 4-22, Gateway Towers Dwelling Structures Site Improvements	As needed As needed	\$20,000.00 \$5,000.00 \$25,000.00	TN 4-22, Gateway Towers Dwelling Structures Site Improvements	As needed As needed	\$20,000.00 \$5,000.00 \$25,000.00
		Subtotal of Estimated Cost		\$25,000.00	Subtotal of Estimated Cost	

Capital Fund Program - Five-Year Action Plan

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

Part III: Supporting Pages - Management Needs Work Statement(s)			
Work Statement for Year 1 FFY 2011	Work Statement for Year 2012 FFY 2012	Work Statement for Year 2013 FFY 2013	
Development Number/Name General Description of Major Work Categories	Development Number/Name General Description of Major Work Categories	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement	PHA-Wide until needed and posted at sites Upgrade Computer Software Maintain Marketing Program Management Development/Training Provide Security Upward Mobility Counsellor Resident Upward Mobility Audit Consultant fees A/E Services Land acquisition for future development Computer hardware Dwelling equipment - bulk for rehab HOPE VI application & pre-development Police car Maintenance trucks Non-Dwelling Equipment Relocation Development Capital Leveraging Non-Dwelling Structures	PHA-Wide until needed and posted at sites Upgrade Computer Software Maintain Marketing Program Management Development/Training Provide Security Upward Mobility Counsellor Resident Upward Mobility Audit Consultant fees A/E Services Land acquisition for future development Computer hardware Dwelling equipment - bulk for rehab HOPE VI application & pre-development Police car Maintenance trucks Non-Dwelling Equipment Relocation Development Capital Leveraging Non-Dwelling Structures	\$7,500.00 \$5,000.00 \$10,000.00 \$459,000.00 \$68,000.00 \$15,000.00 \$5,000.00 \$10,000.00 \$50,000.00 \$50,000.00 \$10,000.00 \$5,000.00 \$20,000.00 \$15,000.00 \$10,000.00 \$10,000.00 \$5,000.00 \$25,000.00 \$15,000.00 \$10,000.00
	Subtotal of Estimated Cost	Subtotal of Estimated Cost	\$804,500.00
	Subtotal of Estimated Cost	Subtotal of Estimated Cost	\$530,500.00

Capital Fund Program - Five-Year Action Plan

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 4/30/2011**

Part III: Supporting Pages - Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2011	Work Statement for Year 2014 FFY 2014		Work Statement for Year 2015 FFY 2015	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
	PHA-Wide until needed and posted at sites	\$7,500.00	PHA-Wide until needed and posted at sites	\$7,500.00
	Upgrade Computer Software	\$5,000.00	Upgrade Computer Software	\$5,000.00
	Maintain Marketing Program	\$10,000.00	Maintain Marketing Program	\$10,000.00
	Management Development/Training	\$185,000.00	Management Development/Training	\$185,000.00
	Provide Security	\$68,000.00	Provide Security	\$68,000.00
	Upward Mobility Counsellor	\$15,000.00	Upward Mobility Counsellor	\$15,000.00
	Resident Upward Mobility	\$5,000.00	Resident Upward Mobility	\$5,000.00
	Audit	\$10,000.00	Audit	\$10,000.00
	Consultant fees	\$50,000.00	Consultant fees	\$50,000.00
	A/E Services	\$50,000.00	A/E Services	\$50,000.00
	Land acquisition for future development	\$10,000.00	Land acquisition for future development	\$10,000.00
	Computer hardware	\$5,000.00	Computer hardware	\$5,000.00
	Dwelling equipment - bulk for rehab	\$20,000.00	Dwelling equipment - bulk for rehab	\$20,000.00
	HOPE VI application & pre-development	\$15,000.00	HOPE VI application & pre-development	\$15,000.00
	Police car	\$10,000.00	Police car	\$10,000.00
	Maintenance trucks	\$10,000.00	Maintenance trucks	\$10,000.00
	Non-Dwelling Equipment	\$5,000.00	Non-Dwelling Equipment	\$5,000.00
	Relocation	\$25,000.00	Relocation	\$25,000.00
	Development	\$15,000.00	Development	\$15,000.00
	Capital Leveraging	\$10,000.00	Capital Leveraging	\$10,000.00
	Non-Dwelling Structures		Non-Dwelling Structures	
	Subtotal of Estimated Cost	\$530,500.00	Subtotal of Estimated Cost	\$530,500.00

CHA 2011 Agency Plan

Attachment J
Attachments to ACOP &
Admin Plan

October 2010
VI

CHA 2011 AGENCY PLAN

ATTACHMENT A

EFFECTIVE COMMUNICATIONS POLICY

1. GENERAL

The Chattanooga Housing Authority ["CHA"], in administering all public and assisted housing programs is committed to ensuring that applicants, residents, employees, contractors and other members of the public with disabilities have an effective means to communicate. When requested, the CHA employees, agents, contractors and private management companies [e.g. Pennrose Management], shall furnish appropriate auxiliary aids and services to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of the programs, services and activities conducted by the CHA. All notifications, including approvals or denials of requests for effective communication referenced in this Policy, will be provided in an alternate format, upon request.

2. AUXILIARY AIDS AND SERVICES

"Auxiliary aids and services" may include, but are not limited to: (1) qualified sign language interpreters, note-takers, transcription services, written materials, telephone handset amplifiers, telephones compatible with hearing aids, telecommunications devices for deaf persons (TDDs), or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and, (2) qualified readers, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

3. REQUEST FOR EFFECTIVE COMMUNICATION

When an auxiliary aid or service is required to ensure effective communication, the CHA will provide an opportunity for an individual with a disability to request the auxiliary aid or service of his or her choice. All requests for auxiliary aids and services must be made and received by the CHA Section 504/ADA Coordinator a minimum of ten business days prior to the date the service is needed. If in emergency circumstances an auxiliary aid or service is needed less than ten business days prior to the date the service is needed, the CHA will take reasonable steps to secure the auxiliary aid or service in less than ten business days. The CHA will give primary consideration to the choice expressed by the individual. "Primary consideration" means that the CHA will honor the choice, unless it can show that another equally effective means of communication is available; or, that use of the means chosen would result in a fundamental alteration in the nature of its service, program, or activity or in an undue financial

and administrative burden.

The individual with a disability will submit his/her request for auxiliary aids or services to the CHA'S Section 504/ADA Coordinator at the address listed below. All requests shall be dated and time-stamped upon receipt.

Mark Bell, Development Project Manager
Chattanooga Housing Authority
801 North Holtzclaw Avenue
Chattanooga, TN 37404
423.752.4839
mbell@chahousing.org

If a person with a disability has an impairment that impedes him/her from mailing a request, he or she may use any other effective means to request an auxiliary aid or service that is necessary.

Upon receipt of the request, the Section 504/ADA Coordinator or designee will consult with the individual with a disability to determine the preferred type of auxiliary aid or service. If the preferred type of auxiliary aid or service is not available or not required, then the Section 504/ADA Coordinator will ascertain whether an alternative means of communication will ensure effective communication. Within five (5) days of the receipt of the request, the Section 504/ADA Coordinator will forward the request and the determination of the aid or service required to the Director of the Housing Choice Voucher Program, the Director of Asset Management, or other appropriate individual who will provide the requesting individual with a written notification of the proposed auxiliary aid or service to be provided. If the requesting individual is visually impaired, the CHA will provide such notification verbally. The approved request will be implemented no later than five (5) days after the CHA provides the requesting individual with the written notification of approval. The client or resident must provide forty-eight (48) hours prior notice to the CHA of any need to reschedule their meeting.

Upon disposition copies of the final disposition of the request shall be forwarded to the Section 504/ADA Coordinator who will maintain copies of all requests for effective communication and the CHA's response, including final disposition, for the duration of three years from the date of disposition.

4. PROCEDURES

A. Notice to Applicants

As a part of the application process, a notice will be posted for applicants to contact the Section 504/ADA Coordinator if auxiliary aids or services are needed. This notice will also be posted prominently in the CHA's intake and application offices as well as all site offices.

B. Current Residents' Requests for Auxiliary Aids or Services

Requests for auxiliary aids or services should be made directly to the CHA Property Manager, the CHA contracted Private Property Manager or the CHA's Section 8 Contract Administrator who will forward the request(s) to the Section 504/ADA Coordinator within one (1) business day of receipt. All requests for auxiliary aids and services must be made and received by the CHA Section 504/ADA Coordinator more than two weeks prior to the date the service is needed.

C. CHA Notices and Correspondence

All the CHA letterhead will contain the TDD information. In addition, all meeting notices will contain a statement to, "Contact the Section 504/ADA Coordinator for reasonable accommodations for meetings." Individuals with disabilities, who request auxiliary aids or services for public events such as public hearings, Board hearings, public meetings, etc., must make their requests and the CHA Section 504/ADA Coordinator must receive their requests more than two (2) weeks prior to the event.

D. Requests from the Public

Requests from members of the public who wish to participate in the CHA's programs, services and or activities shall submit their requests for auxiliary aids and services to the CHA's Section 504/ADA Coordinator. They must make their requests and the CHA must receive the requests more than two (2) weeks prior to the event.

5. GRIEVANCE PROCEDURES

A. General

If the requesting individual with a disability is not satisfied with the CHA's response to the individual's request for an auxiliary aid or service, the individual may file a formal grievance and request for a hearing, including appropriate supporting documentation with the Section 504/ADA Coordinator.

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

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

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

B. Hearing Date and Notice

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

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

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

C. Pre-hearing Examination of Relevant Documents

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

D. Persons Entitled to be Present

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

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

E. Procedure at the Hearing

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

F. The Decision

i) Written Decision

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

ii) Effect of a Decision on a Grievance

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

CHA 2011 AGENCY PLAN

ATTACHMENT B

LIMITED ENGLISH PROFICIENCY AND LANGUAGE ACCESS PLAN

1. DEFINITIONS

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

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

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

Language Bank Volunteers- Language bank volunteers are CHA employees and others who have been deemed proficient to provide oral interpretation and/or written translation in particular languages and who volunteer to provide such services. In the case of CHA employees, it is required that the volunteer's supervisor approve that the employee provide the service outside the scope of their usual work. The CHA maintains a Memorandum of Understanding with each language bank volunteer setting out the volunteer's and the CHA's roles and responsibilities. Currently, the CHA has engaged language bank volunteers who speak Arabic, French, Hindi, Kurundi, Punjabi, Russian, Spanish, Swahili and Urdu.

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

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

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

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

maintaining eligibility to participate in CHA's programs, services, and/or benefits. Some examples include: applications for the low-income public housing program and HCVP, notices of annual income recertification, notices of public hearings, notices containing information regarding eligibility or participation criteria, notices advising of free language.

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

2. POLICY

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

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

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

3. APPLICABILITY

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

4. ASSESSMENT OF LANGUAGE NEEDS – FOUR FACTOR ANALYSIS

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

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

following:

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

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

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

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

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

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

5. PROVIDING LANGUAGE ASSISTANCE SERVICES

A. Interpretation Services [Oral Language]

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

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

- Eligibility Interview
- Voucher Briefing
- Housing Offer and Lease Signing
- Applicant/Resident/Voucher Holder Private Conferences & Hearings
- Annual and Interim Recertification Interviews

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

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

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

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

B. Translation Services [Written Language]

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

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

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

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

6. OUTREACH

The CHA will post notices of availability of free language assistance services in offices where LEP persons interact with the CHA, including but not limited to: the HCVP Office, site management offices, Central Office, on the CHA website at www.chahousing.org, and also in annual and interim recertification packages sent to residents and HCVP voucher holders. In addition, notices will be included in final eligibility screening notifications to applicants.

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

7. TRAINING

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

8. MONITORING AND RECORDKEEPING

A. CHA-Wide Monitoring

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

The LAC's responsibilities include:

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

- Monitoring the translation of vital documents;
- Overseeing quality control assessment of language services;
- Establishing of certification procedure to ensure competency of interpreter and translators; and
- Making available a glossary of CHA terminology to authorized bilingual employees, volunteers, and contract vendors for use when translating CHA documents.

A. Departmental Monitoring

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

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

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

The language liaison for each Department is set forth below:

Asset Management	Director of Asset Management
Development Department	Director of Development
Executive Department	Executive Director
Finance Department	Chief Financial Officer
Housing Choice Voucher Program	Director of HCVP
Human Resources & Procurement	Director of HR and Procurement
Information Technology	Manager of IT
Public Safety	Chief of Police
Resident Services	Director of Resident Services

9. COMPLAINTS

CHA employees who receive a report, or become aware that a LEP person believes that he/she has not been provided with language assistance services in accordance with this policy, shall report that information to the LAC by way of email at cjohnson@chahousing.org or telephone at 423.752.4828.

10. GRIEVANCE PROCEDURES

A. General

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

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

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

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

B. Hearing Date and Notice

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

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

If the grievant does not request that the hearing be rescheduled and does not appear at

the hearing, the grievant has waived the right to a hearing.

C. Pre-hearing Examination of Relevant Documents

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

D. Persons Entitled to be Present

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

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

E. Procedure at the Hearing

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

F. The Decision

i) Written Decision

After the hearing, the Hearing Officer must make the decision. This decision must be based upon the evidence presented at the hearing, additional information requested and upon applicable laws, regulations, and CHA policies and procedures. The decision must be in writing, dated, and state the findings of fact and the reasons

for the decision. Within fourteen (14) days following the hearing, or as soon as reasonably possible, the Hearing Officer shall provide the CHA and the grievant with the written decision by interoffice mail, US mail or hand delivery.

ii) Effect of a Decision on a Grievance

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

CHA 2011 AGENCY PLAN

ATTACHMENT C

FAMILY SELF-SUFFICIENCY PROGRAM

ACTION PLAN

1. INTRODUCTION

The Chattanooga Housing Authority ["CHA"] is pleased to have the opportunity to participate in the Family Self-Sufficiency Program ["FSS"] offered by the Department of Housing and Urban Development ["HUD"]. The CHA welcomes the opportunity to encourage and assist clients in increasing earned income, thereby increasing the ability for families to become economically independent. Both the delivery of services and planning will be coordinated with various community resources in an effort to deliver the highest quality available assistance to clients.

The mission of the CHA's FSS Program is to match families participating in the Housing Choice Voucher Program ["HCVP"] and the Low Income Public Housing Program ["LIPH"] with existing community services to achieve economic self-sufficiency and to assist FSS Program Participants in all manners possible that will enable them to become economically self-sufficient.

2. TERMS & DEFINITIONS

Cash Assistance: Monetary assistance as defined by 24 CFR 984.10; cash maintenance payments provided through Federal/State welfare programs.

Client(s): Family and/or individual participating in the FSS Program.

Contract of Participation ("CoP"): A contract [HUD Form 52650] sets forth the principal conditions and terms governing participation in the FSS Program. The contract includes the rights and responsibilities of the parties involved, i.e. the client and the CHA. The contract also defines all goals of the client in the "ITSP" portion of the contract.

Escrow Account: Under the terms of the CoP, clients may have deposits made into an escrow account, operated and maintained by the CHA. Clients may be eligible for deposits into the account under guidelines set forth in the CoP and HUD's FSS Escrow Account Credit Worksheet, HUD Form 52652. There will be one interest bearing Escrow Account established in which each eligible client, and his/her deposits and calculated interest, will be a sub-line item.

Goal(s): Goal(s) listed within individual client’s Individual Training and Service Plan [“ITSP”].

Head of Household: The adult member of client family that is considered head of household for eligibility and rent calculation determinations.

Individual Training and Service Plan: Part of CoP, HUD Form 52650: final and interim goal sheets. A written plan prepared in cooperation with each adult individual, who wishes to participate, in client family that designate personal and professional goals to be accomplished by client before ending date of CoP. The ITSP is part of the CoP.

Participant(s): Persons and/or families that are currently and actively receiving HCVP assistance within the CHA’s jurisdiction or families residing in CHA LIPH properties.

Seeking Employment: Actively conducting a job search by sending out resumes, going on job interviews, completing and submitting applications, following through with employment opportunities in general.

Suitable Employment: Employment obtained and maintained by client that will allow independence from cash assistance.

3. FAMILY DEMOGRAPHICS

The CHA no longer has mandatory slots in its FSS Program. With existing staff, the CHA currently has capacity to maintain a program size of 125 to 200 participants in the Housing Choice Voucher Program. With existing staff, the CHA currently has capacity to maintain a program size of 25 to 50 residents in the LIPH Program.

HCVP Overall Program Statistics [As of 8/1/2010]

HCVP Households by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	1021	594	622	431	182	111	2961

HCVP FSS Participant Statistics [As of 8/1/2010]

HCVP FSS Participants by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	12	37	39	32	13	11	144

LIPH Overall Program Statistics [As of 8/1/2010]

LIPH Households by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	1313	546	375	206	79	52	2571

LIPH FSS Participant Statistics [As of 8/1/2010]

LIPH FSS Participants by Family Size	Family Size						Total
	1	2	3	4	5	6+	
	6	4	8	4	0	3	25

4. FSS FAMILY SELECTION PROCEDURES

The CHA shall select FSS clients on a first come first served basis from active HCVP participants and LIPH residents. The CHA will select families in a nondiscriminatory manner without regard to race, color, religion, sex, family status, national origin, sexual orientation or handicap/disability, in compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended and Executive Order 11063.

The CHA will not discriminate against any potential/current client based on a disability (ies). The CHA will make all reasonable accommodations in order to allow client participation in the FSS Program. Should the CHA be unable to accommodate the client due to undue financial and/or administrative burdens, the CHA will refer the client to other agencies that may be able to better assist the client's needs.

Any person who participated previously in the CHA's FSS Program and was terminated for cause will not be eligible for future FSS participation, and will have his/her application immediately withdrawn. The person will be notified by mail or withdrawal.

- **Waiting List**

The CHA will give a priority, should current program size be filled, on the FSS waiting list to any eligible participant who ported in to the CHA from another jurisdiction and was actively participating in the FSS Program at the original housing authority. The CHA's FSS Coordinator will contact original FSS Program to ensure that the client was actively participating in program at time the client elected the portability option.

The CHA will maintain a waiting list, should it be necessary, for the FSS Program on a first come, first served basis. An exception to this will only be granted for incoming portability clients as noted above.

- **FSS Program**

Once a participant/resident has applied to the FSS Program, the following procedures will be followed to determine if the client will be eligible to participate in FSS:

The CHA will schedule an appointment with the interested participant/resident, at which time the applicant to the FSS Program will complete an FSS application. At this time the applicant and the CHA staff member shall identify both short term and long term goals for the family.

The CHA may require the applicant to complete some pre-selection tasks to complete. All such tasks relate to breaking through barriers and/or completing the first steps towards the applicant's future goals in order to assess the applicant's motivational level.

Within two to six weeks of the first appointment, the CHA will schedule a second appointment with the applicant to determine the applicant's status. If the applicant has successfully completed the pre-selection tasks, the CHA shall invite the applicant to join the FSS Program, provided a slot is available.

Eligible applicants who have met the criteria above shall be able to join the FSS Program provided that they are active and current HCVP participants/ LIPH residents within the jurisdiction of the CHA and as long as there is a slot available.

5. INCENTIVES

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

Other incentives, such as gift certificates, coupons, free items may be offered to clients for goal completion and financial need as available. There may be times when these types of incentives are not available. The CHA is not obligated to provide any incentives other than the escrow savings account.

6. OUTREACH EFFORTS

The CHA will take measures to educate all participants and residents about the FSS Program. These efforts may include the distribution of informational brochures at the time of lease signing, briefing, recertification, flyers on bulletin boards throughout the

CHA's offices, and the distribution of information to social service providers who may be providing services to the CHA's participant/resident population. The CHA may, from time to time, hold meetings to describe the FSS Program and answer questions from potential applicants to the Program.

7. ACTIVITIES AND SUPPORTIVE SERVICES

The CHA shall provide the clients with a packet of information listing local resources, the services that are offered, and addresses and telephone numbers for each resource. The CHA shall make flyers available to all clients at appointments, via telephone request regarding local resources available such as budgeting classes, childcare assistance, and counseling services. The CHA will make available the services of any partner organizations in the community.

The CHA's FSS Coordinator shall work closely with clients to identify needed assistance and make appropriate referrals to individuals/organizations in the community who may assist in the completion of one or more goals.

The FSS Coordinator may also offer other supportive services such as monthly support group meetings, a mentor program, job search materials and notices, resume creation assistance, credit report review and evaluation and information on homeownership opportunities.

8. IDENTIFICATION OF SUPPORT NEEDS

The CHA will take measures to identify the support needs of clients by way of the original application form, the needs assessment during the initial FSS interview, during reexamination, and regularly scheduled appointments. The CHA shall continue to provide referrals to supportive services on an ongoing basis at the client's request. These services may include transportation, job training, job search, financial assistance, education and any other service needed that the FSS Coordinator may be able to secure on behalf of the client.

9. PROGRAM COMPLETION AND TERMINATION, WITHHOLDING OF SERVICES, GRIEVANCE PROCEDURES

- ***Program Completion***

A client will have successfully completed the FSS Program when all goals listed on the ITSP have been met, the client is working, and the client is no longer on cash assistance. All clients who meet these requirements shall be entitled to receive all escrow monies and any earned interest, less any monies owed to the CHA. A client will also have successfully completed the FSS Program when thirty percent of the client's monthly adjusted income exceeds the fair market rent/flat rent for the number of bedrooms needed by the family and no family member is receiving cash assistance.

- ***Terminations for Cause***

Any client terminated for cause from the FSS Program will not be allowed to participate in the FSS Program at the CHA in the future.

The CHA's FSS Coordinator shall meet with the clients on a semi-annual basis so that the clients may provide verbal and written documentation of progress made in completing their goals. The CHA shall provide written notice of the meetings. If a client misses two such scheduled appointments and fails to reschedule an appointment within a reasonable time, the CHA shall terminate the client's participation in the FSS Program and any escrow monies shall be forfeited.

The FSS Coordinator shall notify any client who consistently fails to complete any goals listed within the individual ITSP in writing. The CHA shall advise the client that he/she will be placed on "probation" for a period not to exceed three months. If the client does not meet the required goals within the probationary period then the CHA may terminate the client from the FSS Program and any escrow monies will be forfeited. The CHA may grant exceptions due to medical reasons.

Termination of participation in the FSS Program may occur for any reasons detailed in the CoP. Any client who is evicted from LIPH or who has HCV Program participation terminated shall be immediately terminated from the FSS Program and any escrow monies shall be forfeited.

- ***Withholding of Services***

All clients must complete activities within dates listed in each ITSP and provide the CHA and HUD with information about the clients' participation in the FSS Program in order to help evaluate the FSS Program. All clients must also abide by terms listed in the Agreement to Succeed that shall be signed and take effect at the time of CoP execution.

All family members in the client's family must comply with the terms of the lease and family obligations if applicable, and become independent of cash assistance and remain so for at least 12 consecutive months before contract expiration.

The client head of household must seek and maintain suitable employment after completion of job training/educational program(s) as listed in the ITSP. The failure of the client to meet these obligations may result in the CHA's withholding of supportive services to the client and/or possible termination from the FSS Program.

- ***Grievance Procedures***

Applicants to and clients of the FSS Program may file a grievance for any decision involving termination from the FSS Program, denial of FSS participation, escrow monies forfeited and withdrawal of FSS Application. Any such grievance will be processed in

accordance with the HCVP Administrative Plan and/or Admissions and Continued Occupancy as applicable.

10. ASSURANCE OF NON-INTERFERENCE

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

11. CERTIFICATION OF COORDINATION

The CHA has entered into Memoranda of Agreement with the Tennessee Departments of Human Services and Child Support Services. These agreements provide an understanding that the CHA will work together to coordinate efforts to support self-sufficiency for mutual clients/participants/residents. The CHA and these Departments will work together to target services and resources for families, coordinate and streamline administrative functions to ensure the efficient delivery of services to families.

Through the creation and maturation of the Program Coordinating Committee ["PCC"] the CHA will continue to ensure improved resource referrals and supportive services. At all times possible the PCC shall retain one or more representatives from the following organizations:

- Department of Human Services
- Chattanooga State / GED providers
- Local lenders
- Child care providers
- Credit Counseling Organizations such as CNE and Urban League
- CARTA and other transportation entities
- Career Development Organizations
- Others, as identified

The PCC will meet at least semi-annually to ensure continued involvement and cooperation among all agencies involved. The PCC will be a strong resource in implementing needed resource referral and supportive services to the FSS Program clients.

12. ESCROW ACCOUNTS

The CHA shall manage the escrow accounts in accordance with HUD regulations and in conjunction with the CoP, FSS Escrow Credit Worksheet, CHA's FSS policies and this Action Plan.

The CHA shall allow clients to make interim withdrawals up to and including total amount deposited into the escrow account and interest earned minus any monies owed to the CHA provided that the following terms are met: 1) the reason for withdrawal must

be related to completion of educational/job training related goals such as money for tuition, books, manuals, equipment, etc., and 2) the client must provide verification of any money needed, the HCVP/LIPH Director and Executive Director must approve the request, and the check usually should issued to both the client and/or business that will be accepting the client's payment for the above stated reasons. For services such as car repair, home maintenance, or other similar service, the CHA may require the client to submit three estimates for the service to ensure that the client is receiving the best quality service at the lowest price.

All clients that have successfully completed the FSS Program are eligible to receive their escrow payments. The escrow payment will be the amount deposited into the account on the client's behalf, plus any interest, less any monies owed to the CHA once verification has been obtained that no family member is receiving cash assistance.

All escrow monies forfeited by a client due to CoP termination and/or fraud committed by the client shall be placed back into HAP fund or AMP account maintained by the CHA.

All clients who have any amount of monies deposited into escrow accounts on their behalf shall receive a report of the amount, including any interest earned at least once per year. The CHA will retain accurate records of escrow accounts and all deposits, withdrawals, interest earned, forfeited amounts and disbursements for each client.

13. CLIENT FRAUD POLICY ESCROW ACCOUNTS

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

14. DEBT POLICY

Any client that is indebted to the CHA must agree to and complete a "Promissory Note" and "Repayment Agreement." The client must abide by all terms stated within both documents and make regular payments on debt until debt is completely paid off. Repayment of said debt will become a part of the client's ITSP. Failure by the client to make agreed upon payments will be equivalent to a failure to complete a goal and may result in termination of participation in the FSS Program. Any client that is still indebted to the CHA upon successful completion of all other goals in the ITSP will have all monies owed to the CHA deducted from their escrow monies before disbursement of any funds to client.

Any participant that applies to the FSS Program and is indebted to the CHA at the time of application will be allowed to become a participant provided requirements of participation are met and the client agrees to abide by above stated rules regarding debt.

15. CONTRACT EXTENSION POLICY

Every CoP is originally executed for five years. Some clients may complete their participation before the five-year period ends. However, some clients may need more than five years to successfully complete the FSS Program. A contract may be extended for a period not exceeding two years from the original ending date of contract for the following reasons: 1) in order to allow a client to meet the goal of being twelve months case assistance free; 2) if a client has an involuntary job loss; 3) if a client, or a dependent of the client, has experienced a serious illness or injury that resulted in a delay of client meeting and completing goals listed within the ITSP; and/or 4) if a client has an interruption in their supportive services due to moving (port-ins) and the interruption delays the completion of a goal (i.e. client is in college and needs to take more credits to graduate due to a credit(s) not being transferable due to school policy).

A client must be able to provide verification of one of the above situations in order to qualify for a contract extension.